

## **Standard Terms and Conditions**

### **Payment of Grant Aid**

Grant payments will be released as follows:-

- (i) For grants up to £10,000, 100% of the grant aid will be advanced by the Foundation on receipt of this signed Grant Aid Agreement; subject to any additional conditions also being met by the organisation.
- (ii) For grants over £10,000, 80% of the grant aid will be advanced by the Foundation on receipt of this signed Grant Aid Agreement; subject to any additional conditions also being met by the organisation. The balance of the grant aid will be released upon the receipt of a completed online Final Report.

This agreement shall be subject to the Terms and Conditions set out below:

### **The Grant**

The grant must only be used for:-

- (i) the project as detailed in the application form submitted to the Foundation and
- (ii) the purpose as detailed under Purpose of Grant Aid, and
- (iii) the expenditure as detailed in the approved budget.

The project to which the grant relates must commence within 6 months of the date of this agreement.

### **Changes to the Project**

The Foundation must be advised immediately of any events such as a change of circumstances or incidents involving the misuse of funds.

Changes must not be made to the nature, scale or timing of the project as defined in the Letter of Offer without the written permission of the Foundation. Changes in the source or amounts of funding must be notified to the Foundation and agreed in writing.

### **Staff**

Where a project is responsible for the employment of staff, employment conditions and practices must comply with all relevant employment legislation, and should take account of current good practice in relation to employment rights and equal opportunities.

### **Financial Management of the Grant**

The organisation must maintain proper accounting records which clearly indicate both the sources of income and the details of how the grant has been expended. The project should seek to ensure that value for money is achieved in relation to project expenditure and must adhere to the following guidelines:-

- For items of expenditure up to £3,000, there is no requirement to tender or obtain quotations unless specified as a specific grant condition;
- Items between £3,000.01 and £10,000 require 3 quotations from competent suppliers who ordinarily supply the service. The documentation to be retained is a written record of the three quotations which may include an email quotation or internet printout.

- Items over £10,000.01 require a minimum of 3 written quotations and a full tender action which must be publicly advertised in open or restricted tender competition.

A record of all quotations must be retained and the reasons supporting the decision to accept a quotation which is not the lowest should be recorded.

A Final Report detailing the project activities and outcome and the project income and expenditure must be completed at the end of the project and prior to the payment of any further grant aid. The Final Report should be completed online after your project is finished. The link to your online report is provided in the email accompanying this letter. We will also send you a reminder with this web address shortly before your Final Report is due.

You should retain all original financial documentation (original bank statements, original invoices, quotations and other relevant supporting documentation relating to project expenditure) for a period of at least seven years after the completion of the project. We will tell you if we need you to send this financial documentation with your final report. Following inspection by the Foundation, the original documentation will be returned to you.

The organisation must ensure that it has adequate financial systems and checks to ensure that fraud does not occur. Other funding received for this project must be declared to the Foundation. A record of the grant should be identified in the Annual Accounts of the organisation.

### **Liabilities**

The Foundation accepts no responsibility, financial or otherwise, for expenditure or liabilities arising out of the work of the organisation. Any commitments incurred before this agreement is made or any commitment in excess of the approved budget shall be the responsibility of the organisation.

### **Monitoring**

The Final Report must be completed within one month after the end of the project and prior to the payment of any further grant aid. See details above under 'Financial Management of Grant'.

### **Insurance**

The organisation shall insure and keep insured the activity and all assets associated with it against all risks appropriate to the business of the organisation. Satisfactory written evidence that all such insurance cover has been effected shall be supplied to the Foundation as and when required.

### **Good Practice Policies**

The organisation must comply with best practice and with current legislation regarding funded programmes including matters relating to work with children and vulnerable adults, Section 75 groups, equality of opportunity, TSN (Targeting Social Need), tendering etc.

### **Assets**

Assets acquired through Foundation grant aid cannot be sold, disposed of or given away, within the life of the asset or within five years (whichever is longer) without the prior written approval of The Community Foundation for Northern Ireland.

## **Publicity**

Publicity material and publications relating to projects funded by this fund should acknowledge the source of the funding by using the following statement and the logo where applicable:-

“This project has been supported by the Community Foundation for Northern Ireland through (name of Fund)”.

## **Sharing of Information**

Information provided by you will be stored on computer and in hard copy by the Foundation and may be made available to funding bodies for the purpose of ensuring the accuracy of information and preventing or detecting crime. Summary details of information relevant to the award of funding will also be made available to the public via the Foundation’s website, Annual Report and other Foundation publications. All information will be stored in compliance with Data Protection legislation.

## **Non Fulfilment of Conditions of Grant**

In the event of the organisation failing to comply with the conditions of this agreement, or if the grant monies are not spent within twelve months from the signing of this agreement, the Foundation reserves the right to withdraw or reclaim the grant, and to claim ownership of any capital items (cost price in excess of £200) purchased with the grant. Any over-payment of funding must be repaid to the Foundation.

## **New Needs Fund Terms and Conditions**

I confirm that the information given on the application form is true and my group has formally agreed that I can act on their behalf. I confirm that I have attached all necessary supporting documents.

The Community Foundation is offering small grants to voluntary and community organisations to respond to the needs of their communities’ affected by the COVID-19 crisis. This Privacy Notice explains your rights and gives you the information you are entitled to under the Data Protection Act 2018 and the General Data Protection Regulation (“the Data Protection Legislation”).

Note that this section only refers to your personal data that we process (e.g. the details of individuals at your organisation - name, date of birth, home address, email address, phone number, and the details of your organisation’s finances).

## **Who controls the information you provide?**

### **Background information**

The grants for this programme will be made from funds raised by the National Emergencies Trust public fundraising appeal, of which £20 million is provided by The Office for Civil Society, a directorate of the Department for Digital, Culture, Media and Sport (DCMS). This means that not all of the grants will be from DCMS funds. The funds are passed to The UK Community Foundation (an umbrella organisation) and then onto the 50 Partners of the UK Community Foundation including [the Community Foundation for Northern Ireland].

## **Why are we collecting and processing your personal data?**

At the application stage, the personal data we process are the details of a legally responsible individual at your organisation - name, date of birth, home address, email address, phone number - and the details of your organisation's finances. This is processed by us to conduct organisational checks for the purposes of grant making and fraud detection and error after the grants have been made (this is called "post grant award assurance"). We will also hold contact details (name, phone number, email address) of an individual at your organisation to maintain contact during the programme. Your data will be shared with the UK Community Foundation and DCMS for the purposes of: Post grant award assurance activity to enable DCMS or an organisation acting on its behalf to identify funds that have been paid in incorrectly, either because of fraud, error or if a grant duplicates a grant made by another funder.

We would usually conduct robust checks before grant making but because of the urgency of the COVID emergency situation it can often be difficult to put in robust up front controls, because of the speed that we have to operate at. This grant making process will therefore be supported by a robust post grant award assurance activity.

## **Our legal basis for processing your personal data**

DCMS, The UK Community Foundation and the Community Foundation for Northern Ireland are processing your personal data for a task carried out in the public interest.

## **Who will we share your personal data with?**

We, the Community Foundation for Northern Ireland, one of the 50 UK Community Foundation Partners will hold the details outlined above on a shared database, so that we, The UK Community Foundation and DCMS or its appointed agents will be able to access your email address to enable them to communicate with you regarding the Programme, monitoring and evaluation. DCMS may share your personal data with organisations that help to independently monitor and evaluate this programme or that conduct organisational checks and verifications for fraud or error detection at the end of the programme. We will only share personal data which they need to carry out their work and subject to appropriate security measures.

## **How long will we keep your personal data?**

Your personal data will be retained for five (5) years after the duration of the programme, being erased by May 2025.

## **Your rights, e.g. access, rectification, erasure**

The data we are collecting is your personal data, and you have the right: • To see what data we have about you • To ask us to stop using your data, but keep it on record • To ask us to stop using and delete your data in certain circumstances • To have all or some of your data corrected • To lodge a complaint with the independent Information Commissioner (ICO) if you think we are not handling your data fairly or in accordance with the law.

You can contact the ICO at <https://ico.org.uk/> , or telephone 0303 123 1113. ICO, Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF.

Should you have any concerns or wish to exercise the rights outlined above in respect of the personal data which:

- DCMS is processing, please contact the DCMS Data Protection Officer at [dcmsdataprotection@culture.gov.uk](mailto:dcmsdataprotection@culture.gov.uk)
- The UK Community Foundation is processing, then please contact the Data Protection Officer at [info@ukcommunityfoundations.org](mailto:info@ukcommunityfoundations.org)
- The Community Foundation for Northern Ireland, then please contact the Data Protection Office at [info@communityfoundationni.org](mailto:info@communityfoundationni.org)

**Accuracy** We, DCMS and the UK Community Foundation take all reasonable steps to keep personal data in its possession or control, which is used on an on-going basis, accurate, complete, current and relevant, based on the most recent information available to us. If we are advised of a change in information, we will update the data accordingly. We rely on you to notify us of any changes to your personal data.

Your personal data will not be sent overseas and will not be used for automated decision making.

### **Security of personal information**

We are committed to taking all reasonable and appropriate steps to protect the personal information we collect from you from improper use or disclosure, unauthorised access, unauthorised modification, and unlawful destruction or accidental loss. We have taken and will take appropriate information security, technical, storage and organisational measures to such end, including measures to deal with any suspected data breach. All providers who are associated with the processing of your information are obliged to respect the confidentiality of your personal data.

### **Deletion Procedure**

All parties are responsible for deleting from their server any copies of the personal data held post completion of the programme (usually within three (3) months), unless retained for further purposes by DCMS in which case it will be deleted after five (5) years. Any subsequent research will be completed by the programme's independent evaluators, who will also be subject to the terms of the GDPR.

### **Clawback Clause:**

1) An Event of Default occurs if:

- a) You fail to comply with any term or condition of this Grant Agreement;
- b) You fail to complete the Project or have failed to make satisfactory progress with the Project or any part of it, in accordance with any agreed timetable;
- c) any information given or representations made by You to Us is found to be incorrect or incomplete to an extent which We reasonably consider to be material;
- d) You fail to take adequate measures to investigate and resolve any reported Financial Irregularity;

e) You cease to operate and / or change the nature of Your operations to an extent which We reasonably consider to be material, including if You (or any substantial part of Your operations) merge with or are taken over by another organisation;

f) before the end of the Funding Period You: i) are subject to a proposal for a voluntary arrangement or have a petition for an administration order or a winding up order brought against You; ii) pass a resolution to wind up Your business; iii) make any composition, arrangement, conveyance or assignment for the benefit of Your creditors, or purport to do the same; or iv) are subject to the appointment of a receiver, administrator or liquidator; or v) are unable to pay Your debts as they fall due;

g) You receive funding from any other source for the Eligible Expenditure which is funded by the Grant ;

h) You are involved in illegal activity in Your administration of the Project;

i) You take any actions which in Our reasonable opinion are likely to bring Our name or reputation, or that of the wider government, into disrepute, or which pose a risk to public money; or

j) You are otherwise in material breach of this Grant Agreement.

2) If an Event of Default occurs, We may, at Our discretion:

a) suspend and withhold the payment of Grant for such period as We may determine;

b) require You to repay all or any part of the Grant that has been paid to You (or such lesser amount as We may determine) by issuing a demand for repayment. Prior to issuing such a demand, We may (at Our sole discretion) give You an opportunity to rectify such breach or occurrence, delay or defer any further payments of Grant instalments to You until such time as the breach has been remedied; and/or

c) terminate this Grant Agreement by serving written notice where the Event of Default is incapable of being remedied or is not remedied within such reasonable period as We may determine.

#### **Fraud Clause:**

The Applicant/Grant Recipient [delete as appropriate] understands that providing false or misleading information on their application or subsequent communications related to this fund could lead to funds being withheld or [subsequently] recovered. Civil or criminal proceedings may be considered in the event of non-compliance. Post grant award assurance work will be completed to discover and recover fraudulent funds.

#### **Payment of Grant:**

The Grant Recipient agrees that it will not apply for, or obtain, Duplicate Funding in respect of any part of the Funded Activities which have been paid for in full using the Grant.

The Grant Recipient shall promptly notify and repay immediately to the Grant Maker any money incorrectly paid to it either as a result of an administrative error or otherwise. This includes (without limitation) situations where the Grant Recipient is paid in error before it has complied with its obligations under the Grant Funding Agreement. Any sum, which falls due

under this paragraph, shall fall due immediately. If the Grant Recipient fails to repay the due sum immediately [or within any other timeframe specified by the Grant Maker] the sum will be recoverable summarily as a civil debt.

**Projects must be complete by the end of February 2021, with end of grant reports completed by Friday 12th March 2021.**