

## **Community Foundation Terms and Conditions**

### **Civic Innovation Programme Terms & 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 the completed online twelve-month Interim Monitoring Form.

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 outcomes and the project income and expenditure must be completed at the end of the project. 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**

**Interim Monitoring Reports should be completed every six months.** The Final Report must be completed within one month after the end of the project. 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 logos where applicable:-

“This project has been supported by the Community Foundation for Northern Ireland through the Civic Innovation Programme, with funding from the Esmée Fairbairn Foundation and the Paul Hamlyn Foundation”.

## **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 the allocated timeframe of your project, 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.