

Community Foundation & Department of Health Mental Health Fund Standard Terms and Conditions

Payment of Grant Aid

Grant payments will be released as follows:-

The grants will be paid in advance, as follows:

- (i) For grants between £10,001 and £49,999, 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 remaining 20% of the grant aid will be released upon the receipt of an interim monitoring return and financial return, with expenditure verified by CFNI staff. A completed online Final Report will then be required on completion of the project.
- (ii) For grants between £50,000 and £99,999, 50% 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 remaining 50% of the grant aid will be released upon the receipt of an interim monitoring return and financial return, with expenditure verified by CFNI staff. A completed online Final Report will then be required on completion of the project.
- (iii) For grants ranging from £100,000+, 25% 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 remainder of the grant will be paid in quarterly instalments, on receipt of quarterly expenditure claims which will be verified by CFNI staff. Quarterly progress updates will also be required, to report on the project. A completed online Final Report will then be required on completion of the project.

To draw down the first instalment of the grant, the grantee (organisation funded) must provide CFNI with documentary evidence of the following:

- Signed and dated Letter of Offer – via docusign;
- A bank statement dated within the last 3 months, showing the bank account is in credit;
- A copy of the organisation's public and employers liability insurance certificates.
- A letter/email advising whether you have a separate dedicated bank account for the project or are adopting a cost centre approach.

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:-

1. In the event of the procurement of goods, services or construction connected to the Project or Projects funded, **the Grantee** is required to ensure procurement procedures are in place which demonstrate value for money, are in line with NI Public Procurement Policy and comply with relevant Procurement Guidance Notes (PGNs). PGNs can be accessed on CPD's website:

<https://www.finance-ni.gov.uk/articles/procurement-guidance-notes-pgns>

2. At all times, due consideration should be given to ensure best value for money and open, fair and transparent competition, as detailed in the guidance note PGN04/12

(<https://www.finance-ni.gov.uk/sites/default/files/publications/dfp/PGN-04-12-Procurement-Control-Limits.PDF>).

The grantee must ensure records which support decisions are kept and be able to provide the Community Foundation with evidence of the competitive process if requested.

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.

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 affected 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.