

Community Foundation for Northern Ireland
Standard Terms and Conditions for Revenue Funds

This document outlines the basis upon which the Fund is held by the Community Foundation of Northern Ireland and should be read in conjunction with the Philanthropy Agreement.

1. Establishing the Fund

1.1 A Philanthropy Agreement will be agreed between the two parties, the Donor, and the Community Foundation for Northern Ireland (the Foundation).

1.2 The Fund will be established following the signature of the Philanthropy Agreement by both parties.

2. Agreed Contributions

2.1 The Foundation will accept the following donations to the fund:

2.1.1 Initial donation;

2.1.2 On-going financial donations;

2.1.3 Transfer of gifts of property, shares and other assets. These may be subject to additional fees relating to the transfer, including legal advice and other related services. This will be agreed between the parties before the transfer of the gift

2.2 All contributions are irrevocable donations.

3. Agreed Purposes

The agreed purposes of the Fund will be in accordance with the Foundation's charitable purposes and as agreed with the Donor and set out in the Philanthropy Agreement.

4. Prohibited Purposes

4.1 The Fund shall not be used to support the following:

4.1.1 Political purposes;

4.1.2 The advancement of religion, this includes organisations whose purposes include the advancement of religion;

4.1.3 The establishment or endowment of any school or institution providing further education within the meaning of the Education and Libraries (Northern Ireland) Order 1972;

4.1.4 The provision of assistance to any Housing Association within the meaning of the Housing (Northern Ireland) Order 1976;

4.1.5 Promotion of religious or political activity, including any flags and emblems that may deem to be associated with such;

4.1.6 CIC Companies Limited by Shares, or CICs without an asset lock clause. Eligible CICs must have at least three unrelated committee members, and/or the majority of the committee unrelated;

4.1.7 Any purpose that is adverse to the Donor;

4.1.8 Any purpose that is adverse to the Foundation's Board of Trustees;

4.1.9 Private businesses unless wider public benefit can be clearly demonstrated

4.2 The Foundation reserves the right not to pay an award if a request or recommendation from the Donor is not consistent with the agreed purposes or the Foundation's charitable purposes.

The Community Foundation will not fund organisations or activities which promote causes that are contrary to our purposes. Causes and activities that are contrary to our purposes include, but may not be limited to, those outlined in our investment policy. We will not therefore fund organisations or activities which we determine are linked to the promotion of armaments, alcohol, human rights abuses, tobacco or pornography.

5. Appointment of a Nominee

5.1 The Donor will be required to appoint a Nominee. In the event that the Donor dies, or becomes mentally incapable, the Foundation will confer with the Nominee. In the event that the Nominee is unable or unwilling to discharge their responsibilities then the Foundation will be the Nominee for the purposes of the Philanthropy Agreement to allow the Fund to continue to operate. In either case, references in the Philanthropy Agreement and this document to the Donor, thereafter, refer to the Nominee.

6. Grant Applications and Awards Process

6.1 The process for grant applications to the Fund and awards made from the Fund will be

as stated in the Philanthropy Agreement.

7. Obligations of the Community Foundation for Northern Ireland

7.1 The Foundation will:

7.1.1 Create a restricted fund in its accounts and identify the Fund separately and for the avoidance of doubt contributions made to the Fund will constitute qualifying donations for the purposes of tax legislation;

7.1.2 Apply monies available for distribution from the Fund by way of grants only to further the agreed purposes;

7.1.3 Promote and profile the Fund as agreed with the Donor and as detailed in the Philanthropy Agreement;

7.1.4 Administer the grant making process including carrying out due diligence and issuing payments;

7.1.5 Fulfil its accounting, audit and reporting responsibilities to HMRC and the Charity Commission for NI;

7.1.6 Reclaim tax on all eligible contributions under the Government's Gift Aid scheme and allocate such receipts to the Fund;

7.1.7 Prepare an annual report including a financial breakdown and detail of awards

7.2 For the avoidance of doubt no funds will be invested but will be held in cash.

8. Role of the Donor in Grants Administration

8.1 The Foundation will agree with the Donor:

8.1.1 Each party's role in the assessment of grant applications, recommendation of awards;

8.1.2 The requirements for monitoring and reporting by grantees;

8.1.3 If insufficient applications are received in any year, the Foundation will consult with

the Donor over the decision to carry unallocated funds into the following year or to re-open the Fund for new applications;

8.1.4 The roles and requirements agreed in sections 7 and 8 will be set out in the Philanthropy Agreement.

9. Publicity

9.1 The Donor will agree to either publicise their involvement with the Fund or to remain anonymous. Whichever option the donor selects, will be clearly stated in the Philanthropy Agreement.

9.2 If the Donor agrees to publicity, they agree to share their experience with other potential donors and others interested in the fund management service provided by Foundation.

9.3 The Foundation may wish to publicise the Fund to showcase the fund management services, this will be agreed with the Donor prior to publishing any information online or otherwise.

9.4 Information about the Fund will be listed in the Foundation's Annual Report and other Foundation publications. The Donor will not be mentioned by name unless agreed.

9.5 The Foundation will provide information on the Fund on its website and social media platforms where appropriate and may share this information with other relevant organisations.

10. Fundraising

10.1 If the Donor decides to carry out any fundraising activities for the Fund, they will do so at their own expense and will first obtain the Foundation's approval to anything they propose to undertake and will, if such activities go ahead, ensure that they are undertaken in a safe and proper manner.

10.2 If the Donor wishes to raise additional funds for the Fund by making a funding application to a Trust, Foundation or Funding organisation, they should first speak to the Foundation's representative to discuss the proposal, prior to the submission of any application.

10.3 The Donor will be required to adhere to the Foundation's publicity guidelines regarding the use of its logo and how the Foundation is referred to in the context of any promotional material or fundraising through websites and events. These are available from the Foundation's representatives.

11. Breach of Contract

11.1 Breach of contract will apply in the following circumstances:

11.1.1 There is a material or substantial breach by the Foundation of any of its obligations in this Agreement, and the Foundation, having received notice from the Donor requiring such breach to be remedied, fails to remedy such breach within 30 working days of the date of the said notice;

11.1.2 The Foundation is in breach of Northern Ireland law or regulation in connection with the management and distribution of the Fund in respect of its charitable purposes;

11.1.3 The Foundation's actions or omissions bring the Donor's reputation into disrepute;

11.1.4 The Donor's actions or omissions bring the Foundation's reputation into disrepute

11.2 In any of the above circumstances relating to a breach by the Foundation, the Donor will be entitled to cease all payments to the Fund and terminate this Agreement forthwith by serving 60 days' notice on the Foundation (with the date of such notice being the date on which this Agreement terminates).

11.3 In any of the above circumstances relating to a breach by the Donor, the Foundation will be entitled to terminate this Agreement forthwith by serving 60 days' notice on the Donor (with the date of such notice being the date on which this Agreement terminates).

12. Winding Up Provisions

12.1 The Foundation may close the Fund and terminate the Philanthropy Agreement in the following circumstances, by giving 60 days' notice in writing to the Donor, their Nominee, or their successor or representative, in the following circumstances:

12.1.1 The Donor's actions or omissions bring the Foundation's reputation into disrepute as in clause 11;

12.1.2 Where the fund value has been reduced to zero and the Donor has confirmed that no further contributions will be made. In the absence of any confirmation from the Donor, the Foundation reserves the right to close the Fund after 12 months have elapsed since the Fund balance was reduced to zero and will deal with the Fund as set out in clause 12.1;

12.1.3 Where the Donor has not made any award recommendations for over two years and where no other arrangements allow for this case;

12.1.4 After the Foundation has made reasonable efforts (over a period of 12 months) to contact the Donor, their successor or representative, which have been unsuccessful, the Foundation reserves the right to close the fund and will deal with the Fund as set out in clause 12.1

12.2 Any remaining distributable income, less any fees due to the Foundation, or anticipated payments due to third parties in connection with the Fund, will be fully distributed for the agreed purposes. This may include adding any remaining distributable income to the Foundation's unrestricted funds. Funds will be allocated at the discretion of the Trustees of the Foundation, who will adhere to the agreed purposes.

13. Fees

13.1 Fees will be dependent on the size of the Fund, the scale and approach to grant-making, and the services the Donor requires the Foundation to provide. In general terms, fees charged will be an annual management fee, charged as a percentage of the value of the grants awarded.

13.2 If the donor requires additional services from the Foundation, e.g. additional research, the additional fees charged will be based on a daily rate advised by the Foundation.

13.3 Fees are not currently subject to VAT. However, if at any point the Foundation is required to register for VAT, fees may incur VAT.

13.4 The Donor agrees that the Foundation may deduct from the Fund any sums of money which may be required to be paid by the Foundation to HMRC for any reason in connection with the Fund.

13.5 The Donor agrees that the Foundation may deduct from the Fund, all costs, fees and expenses, that become due to third parties in connection with the administration of the Fund, or in furtherance of its agreed purposes. The Foundation will agree all additional costs with the donor prior to deduction or expenditure.

14. Variation of Agreement

14.1 No variation to this agreement shall be valid, unless it is in writing, and signed by authorised representatives of both parties to this agreement.

14.2 The Foundation reserves the right to decline proposed amendments to the agreed purposes, if the Foundation determines that they do not fulfil charitable purposes, or would conflict with the Foundation's policies, or damage the reputation of the Foundation.

15. Complaints and Resolution of Disputes

15.1 Any complaints will initially be managed between the Donor and the Foundation's representative responsible for managing the Fund. If not resolved the complaint shall be escalated to the line manager of the Foundation's representative and further to the Chief Executive.

16. Data Protection

16.1 The Foundation will collect client contact information for its own use exclusively and will not share information with any outside person or organisation, except where it is authorised by the Donor, or otherwise as set out in this agreement, or is required by law to do so.

17. General

17.1 This agreement constitutes the entire agreement between the parties and supersedes any prior agreement or arrangement in respect of their subject matter.

17.2 The Donor may not assign, subcontract, or otherwise transfer their rights or obligations under this agreement (unless as noted in Clause 5) without the prior written consent of the Foundation. The Foundation may not assign, subcontract, or otherwise transfer their rights or obligations under this agreement without the prior written consent of the Donor

17.3 Any notice to be given under this agreement shall be in writing and be given by hand, or sent by first class recorded delivery post, to the Foundation, at its registered address, and, in the case of the Donor, the address held on file by the Foundation, or such other address for notices, as either party may have notified to the other in accordance with this clause. If sent to the correct address, notices shall be deemed given two business days (a day when CFNI is open for business) after the date of posting.

17.4 No failure or delay by the Foundation or the Donor to exercise any right or remedy provided under this agreement, or by law, shall constitute a waiver of that, or of any other right or remedy.

17.5 If any provision of the agreement is found by any court, or other authority of competent jurisdiction, to be invalid, illegal, ineffective or unenforceable, or is suspended, or the subject of an equivalent order, that provision shall, to the extent required, be deemed not to form part of this agreement and the Foundation will modify this agreement so that the intent of the agreement can be carried out.

18. Governing Law and Jurisdiction

18.1 This agreement, and any dispute or claim arising out of or in connection with it or its' subject matter, or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, the law of Northern Ireland. The Foundation, and the Donor, hereby submit to the non- exclusive jurisdiction of the Northern Ireland Courts.