



Foundation  
Derbyshire



**Grant**

**Agreement.**

**Last Updated Jan 2022.**



# Terms & Conditions of Grant Use and Reporting.

## Grant Purpose.

1. The grant will be used only for the exact purpose specified in the approved application, and no other purpose. The offer letter, which confirms the award, will also explain if Foundation Derbyshire (FD) wants us to alter any part of this application.
2. No major change can be made to the project without the express written approval of FD.
3. We will not sell or otherwise dispose of any equipment or other assets purchased with the grant without the express written approval of FD. If we sell any equipment or assets we may have to repay a part of any money so received. The amount which we repay will be in direct proportion to the share of the project costs which came from FD. The decision taken by FD on the amount to be repaid will be final; except in the case of a clear error
4. If a pilot project is funded by this grant we understand that FD will not automatically fund any later project

## Changes to the Group or Grant.

5. We may not assign, change, or sub contract this Grant Agreement or the Project without the prior written consent of FD.
6. We will not change the sections of our constitution which relate to purpose, paying members of the governing body, distribution of assets, or admitting members without first receiving the express written permission of FD.



7. We will comply with any relevant legislation affecting the operations of the project.

## **Group Closure.**

8. If our group closes down whilst the grant is still active we will not sell or otherwise dispose of any equipment and assets without first receiving the specific written agreement of FD.

## **Publicity and acknowledgment.**

9. We will acknowledge the FD grant in our annual report, our Chair or Secretary's report at the AGM, the accounts covering the grant period, and in any publicity material we produce about the project. We will supply copies of all these documents if requested.
10. We agree that FD can use our name and the name of our project in its own publicity materials, and we will inform them of any situation where confidentiality is a particular issue.

## **Financial Information.**

11. We will spend the grant within one year of the date of the offer letter, unless an official extension request is agreed by FD in writing.
12. If we do not spend the entire grant, we will promptly return any unspent balance to FD.
13. We will monitor the project, and complete and return all required Monitoring Reports to the schedules provided.
14. We understand that FD will not increase the amount of the grant if we overspend.
15. We will keep all financial records and accounts, including receipts for items bought with the grant, for at least two years from receipt of the grant. These records will be made available to FD on request.



16. FD may withhold the grant, or ask us to repay the grant, in whole or part, in the following circumstances;

- If we fail to keep this contract in any way.
- If the application form was completed dishonestly or the supporting documentation gave false or misleading information
- If we do not follow equal opportunities practice in employing people, recruiting new members and providing our services
- If any member of our governing body, staff or volunteers acts dishonestly or negligently in their work on behalf of the group at any time during the project
- If we fail to complete the project within eighteen months from grant award.
- If we close down, become insolvent, go into administration, receivership or liquidation (sequestration), or make arrangement with our creditors.

17. FD reserves the right to impose further terms and conditions on the grant;

- If we are in breach of the Grant Agreement
- If any part of the other sources of funding for the project referred to in our application to FD is withdrawn
- If FD becomes aware of any actions on the part of the members of the governing body, volunteers or staff of our organisation or any person or organisation substantially involved in the delivery of the Project which may have a detrimental effect on the Project

## **Length of this Agreement.**

18. These terms and conditions will apply until we have spent the entire grant and FD has received and approved our Monitoring Report. If we have bought any equipment or assets with the grant, these terms and conditions will apply until the end of the working life of the assets.



## **Additional Clauses.**

19. This Grant Agreement shall as regards this Project supersede all prior understandings between you and us and shall constitute the whole agreement between us and shall not be modified or varied without the prior written consent of FD.
20. These conditions shall be governed by and construed in accordance with the law of England and the parties hereby choose and submit to the exclusive jurisdiction of the English courts
21. No provision of this Grant Agreement is intended to or create any right or benefit enforceable against the parties to this Grant Agreement under the contracts (Rights of Third Parties Act 1999)



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