

SYRIAN REFUGEE RESETTLEMENT SUPPORT GRANT



TERMS AND CONDITIONS

PREAMBLE

This agreement confers legal rights and obligations, and should not be entered into lightly. Therefore, before accepting the offer of grant you must read the following, as well as any additional terms and conditions specified in your letter of award. Once you sign the acceptance letter you are bound by the terms and conditions outlined in the Grant Agreement.

The **“Grant Agreement”** includes these terms and conditions, any additional terms and conditions outlined in your letter of award, any modifications arising out of any clause in this document, and the signed acceptance. The Grant Agreement comes into force once the letter of award has been signed.

You should only sign this agreement if you are an appropriate person in your organisation to do so, and you must ensure that all members of your management committee/board are provided with a copy of this Grant Agreement.

If you are unsure about the meaning or implication of any part of these terms and conditions then please contact us prior to signing the grant agreement, or seek appropriate independent advice.

DEFINITIONS

In this agreement, the following definitions shall apply:

- **“We”** and **“our”** mean [Details of the organisation that is receiving the Grant, including any details of registered office or registration numbers required by law in transactional documents]
- **“You”** and **“Your”** mean the organisation awarding the grant, namely Fife Voluntary Action, a charitable company registered in Scotland having its registered office at Craig Mitchell House, Flemington Road, Glenrothes, KY7 5QF, and having Company Number SC203613 and Charity Number SC028457.
- **“(the) grant”** and **“(the) award”** means the grant provided under this Grant Agreement
- **“(the) project”** means the project or activity funded by this Grant Agreement, as set out in the application form and any supporting documents submitted with the application, and/or as varied by the Grant Agreement.
- **“in writing”** means by post or by e-mail.

THE GRANT

1. The grant is given solely for the purposes of delivering the project. Any non-trivial deviation from these purposes must be agreed in writing, in advance, by you. You shall have the sole discretion to determine what constitutes a non-trivial deviation.
2. We will use any resources awarded within the agreed period, which will normally be one year from the date of the award letter or as otherwise stated within the award letter.

3. We will tell you immediately in writing of anything that significantly delays, threatens or makes it unlikely that the award will either not be used within the agreed period or not be used for the purpose described in the application. We will advise you of any changes to our organisation that may affect this project.
4. We understand that you will not increase the award if we overspend, and that any unspent award at the end of the agreed period must be returned to you promptly; if the grant is part-funding for a project, the appropriate share will be returned.
5. The services funded will be provided by you. If any part of the delivery is to be undertaken by another organisation under any type of agreement, your prior written consent is required.
6. We will not use the grant to pay for any spending commitments we have made before the date of the Grant Agreement.
7. We will use the grant exclusively for the project and if we don't we will have to repay any grant (including any unused grant) to you immediately upon demand.
8. We will tell you of any offer of funding for this project from anyone else at any time before commencing or during the project. You reserve the right to recall funds in the event of such additional funding emanating from an organisation whose values are not in alignment with your own.
9. We will have in place a system that will record all expenditure and income for this project. We will keep all dated receipts, invoices, payroll records and associated documentation for this project and be able to provide full details in the end of grant report or any interim report that you may request at any time for the project and grant.
10. We will acknowledge your grant in our annual report and accounts covering the period(s) of this project.
11. We will show your grant and related expenditure as a restricted fund under the description Fife Voluntary Action: Syrian Refugee Resettlement Support Grant in our organisation's annual accounts. If we have more than one grant from you, we will record each grant separately in the notes to the accounts. We will identify unspent funds and assets in respect of the grant separately in our accounting records.
12. We will send you a copy of our annual accounts as soon as they have been approved in accordance with our governing document and in any event within ten months of the end of the financial year for the year we received the grant payment. The accounts will be signed by a member(s) of our management committee and externally audited or independently examined as appropriate for our organisation.
13. We will acknowledge your support in any documents and publicity that refers to the project including on our website, social media posts, job advertisements relating to the project, our annual accounts, our annual report, and in any public presentations relating to the project. We will include the following: "This project has been supported by the Syrian Refugee Resettlement Support Grant through Fife Council and Fife Voluntary Action", together with any logos that you provide us with, where practical and appropriate. We will follow your branding and publicity guidelines at all times.

14. We consent to any publicity about the grant and this project that you may from time to time require. You can carry out any form of publicity and marketing to promote the award of the grant and to share practice with other organisations. We agree to do whatever you reasonably require in order to assist with any form of publicity, marketing, and support to other organisations.
15. We will monitor the progress of the project and complete any reports you require using the forms you send us.
16. We will update you on progress of the project on request and will send you any further information you may ask for from time to time about the project or about our organisation. You may use this information to monitor or publicise the project and/or evaluate your grant programme. We will comply with any reasonable requests that you might make for access to our staff and premises (including for site visits, visits to project sites, and meetings with our officers and with delivering organisations) during the project or during the monitoring period.
17. We will submit an end of year report on the project using the form you send us. We understand that the grant is finished only after we have completed this report to your satisfaction and you have received annual accounts for the period of the grant agreement.
18. We understand that any reports will include examples of any publications, documents and so on that we have produced using the award. We will include photographs and videos where appropriate to show progress.
19. The final report is to be submitted to you within 2 months of completing the funded activity or at the end of the agreed period, whichever is the earliest.
20. We understand that you may from time-to-time be required to provide information on the grant to bodies such as Fife Council, the Scottish Government, and the UK Government (the Home Office). We agree to do whatever you reasonably require in order to assist with any form of reporting required.
21. We agree to meet all laws regulating the way we operate, the work we carry out, the staff we employ, volunteers we engage or the goods we buy. We will ensure that we comply with all relevant laws and good practice throughout the period of the grant agreement, for example disclosures and PVG (where appropriate), equalities legislation, data protection legislation, health and safety, insurance, duty of care to staff, volunteers and others involved in our organisation and our activities. Where we sub-contract any aspects of the project to another organisation, we will ensure that that organisation also meets these standards.
22. We will ensure that appropriate and adequate insurance is in place, including insurance for assets purchased with the grant and employer and public liability insurance. We are aware that any equipment which has been purchased through this grant must be kept in good order, insured to its full replacement value and kept in secure premises. We will provide you with copies of any applicable insurance policies within a reasonable time of receiving a request in writing from you.
23. We will contact you as soon as possible if any legal claims are made or threatened against us and/or which would adversely affect the project or the organisation during

the period of the grant (including any claims made against members of our governing body or staff concerning the organisation).

24. We will contact you as soon as possible of any investigation concerning our organisation, committee members, trustees, directors, employees or volunteers carried out by the Police, the Office of the Scottish Charity Regulator, HM Revenue & Customs or any other regulatory body.
25. We will bring to your attention as soon as possible any adverse publicity or other activity that might damage the credibility of your reputation or ours.
26. You accept no liability for any consequences, whether direct or indirect, that may come about from our running the project, the use of the grant or from a withdrawal of our grant.
27. Any paid staff engaged in the delivery of the project will be employees of ours and we accept all responsibility for all aspects of employment, in line with employment law and our organisational practice. Any additional, unanticipated or exceptional costs, including any redundancy payments, will not be met by you or any other legal or natural person associated with the Syrian Refugee Resettlement Support Grant.
28. You have the right to recall any assets purchased as part of the award during the lifetime of the award and we will return them to you promptly. Upon successful conclusion of the award any assets are then subject to our organisation's constitutional arrangements.
29. We may not transfer any part of the grant, this Grant Agreement or any rights under it, to include any assets or purchases, to another organisation or individual, unless we have entered into an agreement, authorised by you, requiring us to work with another organisation in delivering the project.

PAYMENT OF THE GRANT

30. The grant will be paid in instalments into the bank account confirmed within this Agreement, which must be held by a UK-based bank or building society. Such an account must be in our name, and require the approval of two or more authorised and unconnected persons for each withdrawal, whether by cheque, digital payments or otherwise. Any deviation from this arrangement will need to be agreed, in writing, by you and us.
31. Subject to having complied with our obligations under this Agreement, the grant monies will be advanced in such instalments as you shall consider appropriate and having regard to the progress in relation to implementation of the Project, with particular reference to the achievement of the milestones, impacts and outcomes, and having regard to the timetable in respect of agreed expenditure met by carrying out the Project.
32. Subject to Clauses 31 and 33, you will credit our bank account quarterly with one quarter of the total grant award in advance, subject to you being satisfied that all other conditions and criteria have been met by us.
33. Your obligation to pay any instalment of the award may be conditional upon prior receipt in your bank account of relevant funds from Fife Council as the administrators of

the Syrian Refugee Resettlement Support Grant Fund monies. You do not anticipate any delays in the timely payment of grant instalments. However, in the unlikely event of a delay you will notify us in advance. You will endeavour to minimise any delay to the payment of a grant instalment.

OUR ORGANISATION

34. During the life of the grant we will not, without receiving in advance your written consent:
- take any steps to modify in our governing document our aims, membership policies, arrangements for making payments to members of our management committee/board, or arrangements for the disposal of assets (on dissolution or during our life),; or
 - take any steps to transfer our assets to or merge with or amalgamate with another organisation (including one which we have ourselves set up), or wind up.

REPAYMENT OF THE GRANT

35. You may demand repayment (and we will repay promptly when asked) of all, or part of the grant, at your absolute discretion, in any of the following circumstances:
- a. We fail to meet any of these terms and conditions or the terms and conditions of any other grants from you for which a grant agreement remains in force;
 - b. We completed the application form dishonestly or significantly incorrectly or misleadingly;
 - c. We or any other person or organisation operating for us gave you any significantly misleading or inaccurate information, whether deliberate or accidental, during the application process, or during the period of the Grant Agreement;
 - d. Members of our management committee/Board of Directors, volunteers or staff act at any time during the project dishonestly or negligently or in any way, directly or indirectly, to our detriment or to the detriment of our organisation or the project or to the detriment of your reputation;
 - e. Our organisation, members of our governing body, employees or volunteers are subject to an investigation or formal enquiry by the Police, the Office of the Scottish Charity Regulator, HM Revenue and Customs or other regulatory body;
 - f. We receive duplicate funding from any other source for the same or any part of the project;
 - g. There is a significant change of ownership or recipient, either during the project or within a reasonable period after its completion, so that you judge that the grant is unlikely to fulfil the purpose for which you made it;
 - h. At any stage of the application process or during the period of the Grant Agreement we do not let you have information that would affect your decision to award, continue or withdraw all or part of the grant;
 - i. We are, or become, legally ineligible to hold the grant;
 - j. If it is likely that our organisation will have to stop operating, may be dissolved or become insolvent, or is likely to be, or has been, put into administration or receivership or liquidation; or
 - k. You have reasonable grounds to believe that it is necessary to protect public money.

34 ADDITIONAL CONDITIONS

You have the right to impose additional terms and conditions if we are in breach of any aspect of this Agreement or you consider there to be a significant risk that a

breach is likely to occur. You will notify us in writing of any such additional conditions. Such additional conditions are likely to be imposed if:

- a. You judge that members of our management committee/Board of Directors, volunteers or staff or any person or organisation closely involved in carrying out the project act in a way that may have a detrimental effect on the project or on your reputation;
- b. You believe such conditions are necessary or desirable to make sure that the project is successfully delivered; or
- c. You have reasonable grounds to believe that it is necessary to protect public money;

GOVERNING LAW

35. 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 Scotland.
36. The parties irrevocably agree that the courts of Scotland shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).