



Sir John Cass's Foundation

Standard Terms and Conditions of Grant

Under Charity Law, the Foundation has an obligation to ensure that any grant is used for the purpose for which it is granted, that monies are spent within a reasonable timescale, and that any project or other expenditure supported by the Foundation is appropriately evaluated using criteria agreed between the Foundation and the organisation.

1. Grants can only be used for the purposes outlined by an organisation in their grant application, and as approved by the Foundation. The Foundation acknowledges that projects sometimes change as they develop, because of a shortfall in partnership funding, or because other problems or issues arise. If, before or during implementation, any significant changes need to be made to a project's scope or scale, or if a project's timetable is significantly delayed, this must be discussed with the Foundation in advance and written approval obtained for any agreed variations. Where agreement to variations is not obtained by the organisation, the Foundation reserves the right to suspend future payments, or to reclaim any monies that have not been utilised for the purpose they were given.
2. Any grant or portion thereof paid from the Foundation to an organisation must be spent on the agreed project within a reasonable timescale (normally within one year of the grant having been paid). On completion of a project, any unspent portion of the grant must be returned to the Foundation without delay.
3. Any monies that are due to be allocated towards the cost a project(s) should be claimed from the Foundation within a reasonable timescale (normally within six months of the award being approved).
4. The Foundation's grant must be acknowledged in any publicity materials and other documentation relating to the funded project. How an organisation is expected to do this is set out in more detail in the Foundation's guidance note 'Our Logo and How to Use It' and will be discussed with the organisation by the Foundation's Grants Manager prior to payment of the grant.
5. Any grant from the Foundation must be credited in an organisation's Annual Report at the end of the relevant financial year/s and must be listed as a separate item in restricted funds.
6. Any project supported by the Foundation must be appropriately evaluated and a final report submitted to the Foundation. This should include an honest and frank assessment of the extent to which the scheme has, or has not, achieved its objectives and any factors that contributed to success or failure. Appropriate monitoring and evaluation targets for each project or activity funded by the Foundation will be agreed with the organisation prior to the start of the project. It is generally expected that final reports will be submitted within three months of completion of the project, unless otherwise agreed with the Foundation.
7. In accepting a grant from the Foundation an organisation agrees to the Foundation using the name of the organisation and project in its own publicity materials and on its website. In instances where confidentiality is a particular issue it is expected that the organisation will advise the Foundation of this when accepting the grant.
8. Proper accounts, both for the organisation and project supported by the Foundation's grant, must be kept and be available for inspection at any reasonable time. Audited

or independently examined annual accounts for the year in which an organisation received a grant must be sent to the Foundation within six months of the end of the relevant financial year/s in which the grant was received. (NB - schools are exempt from the need to forward annual accounts.)

9. For grants involving the employment of freelance staff and/or other individuals, the Foundation expects individuals to be recruited using good employment practice and ensuring compliance with equalities and employment legislation.
10. Where appropriate, and in all instances where individuals employed or engaged by the funded organisation may work unsupervised with young people or other potentially vulnerable individuals, the Foundation expects funded organisations to obtain CRB Disclosure checks for these staff and other employed individuals.
www.disclosure.gov.uk
11. The Foundation expects all funded organisations to adhere to all relevant health and safety legislation, including the carrying out of risk assessments.
12. Equipment or other capital assets purchased with funding from the Foundation must not be sold or otherwise disposed of without an organisation first receiving the Foundation's agreement in writing. The Foundation may require an organisation to pay back a proportion of any sale price, depending on the circumstances and reasons why the items are being sold or disposed of. The decision of the Foundation will be final and binding in this regard.
13. Where an ongoing project or pilot project is funded for one-year, organisations should not assume that funding for future years will automatically be granted on submission of a further application.
14. In instances where a grant is given by the Foundation to support a project over more than one year, multi-year grants are subject to annual review by the Foundation. After the first year, continuation of a grant and release of future payments are subject to the Foundation being satisfied that the project is making reasonable progress towards its stated objectives, outputs and outcomes, and that the organisation is in a position to continue to deliver the project effectively. The funded organisation will be required to submit an evaluation report for the Foundation's consideration and approval. The Foundation reserves the right to withdraw part or all of a grant should it deem this necessary. The Foundation's monitoring requirements will be discussed with the organisation by the Foundation's Grants Manager at time of award.
15. In instances where a grant is given to support a project over more than one year, applicants are expected to draw down funds for each year, within the financial year the award was approved. If the applicant does not draw down funds within the financial year the grant was approved, or apply to the Foundation within three months of the end of the financial year to have the funds rolled over to the next financial year, the Foundation reserves the right to terminate the remaining or outstanding grant.
16. The Foundation reserves the right to hold back payment of a grant or to reclaim a grant, in whole or part, if an organisation fails to adhere to these terms and conditions, or if it is discovered that the application or supporting documents submitted by the organisation gave false or misleading information.

Declaration

We accept the Foundation's offer of a grant. We have read and understand the terms and conditions outlined in this document and agree to adhere to them.

Signed Name

On behalf of Hampshire County Council

Date

Grant Reference No. Cass/11261