CITC Foundation Terms and Conditions of Grants

Definitions

"We" and "our" refer to the organisation receiving the grant bound by these terms and conditions. "You" and "your" means CITC Foundation.

The "project" means the project that you are giving us the grant for as set out in our application form and any supporting documents.

The "grant agreement" includes and incorporates these standard terms and conditions and the grant award letter.

1 In general

- **1.1** We will only use the grant for the purpose which we set out in our application form. We will hold any unused part of the grant on trust for you at all times, and we will repay any grant (including any unused grant) to you immediately upon demand.
- **1.2** During the continuation of this grant agreement we will act in a fair and open manner without distinction as to race, religion, age or disability, and in compliance with relevant legislation.
- **1.3** We will make sure that all current members of our governing body or our executive team, if we are a statutory organisation, and all future members appointed during the period of the grant receive a copy of these terms and conditions.

2 The project

- **2.1** We will get your written agreement before making any change to the project.
- 2.2 We will start the project within three months of the date of the grant agreement.
- **2.3** We agree to make satisfactory progress with the project in accordance with any timetable set out in our application form and supporting documents and to complete it within one year of the grant award.
- **2.4** We will not use the grant to pay for any spending commitments we have made before the date of the grant agreement.
- **2.5** We will tell you of any offer of funding for the project from anyone else at any time during the project.
- **2.6** If we spend less than the whole grant on the project, we will return the unspent amount to you promptly. If the grant part-funds the project, we will return the appropriate share of the unspent amount to you.
- **2.7** We will acknowledge the grant publicly as appropriate and as practical. We will follow your branding and publicity guidelines at all times. We will acknowledge your support in any published documents that refer to the project, including job advertisements, accounts and public annual reports, or in written or spoken public presentations about the project.
- **2.8** We hereby consent to any publicity about the grant and the project as you may from time to time require. You can carry out any forms of publicity and marketing to promote the award of the grant as you see fit. We agree to do whatever you reasonably require in order to assist with any form of publicity and marketing, including any press or media related activities.
- **2.9** We will tell you promptly about any changes to information we have provided and will make sure that the information you hold is always true and up to date.
- **2.10** In our management of all personal information we will meet the requirements of the Data Protection Act 1998. We will tell you immediately if any of our key contacts or people whose salaries are funded by the grant change.
- **2.11** We agree to meet all laws regulating the way we operate, the work we carry out, the staff we employ or the goods we buy. We will ensure that we have an equal opportunities policy and if our project involves work with children, young people or other vulnerable groups we will also have a

protection policy to help us comply with all relevant laws and good practice throughout the period of the grant agreement. We will obtain all approvals and licences and any profile checks required by law or by you.

- **2.12** If we are a charity, we will register with the Charity Commission if our income goes over their minimum exemption figure.
- **2.13** We will maintain adequate insurance at all times and if asked, will supply copies of confirmation of insurance cover to you. This includes employee and public liability insurance and insurance that covers the full replacement value of any assets you have funded.

3 Our organisation

- **3.1** We will get your written agreement before: Changing our governing document, (unless we are a statutory organisation) concerning our aims, payments to members and members of our governing body, the sharing out of our assets (whether our organisation is dissolved or not), or the admission of any new members; or Transferring our assets to, or merging or amalgamating with, any other body, including a company set up by us.
- **3.2** We will write to you as soon as possible if any legal claims are made or threatened against us and/or which would adversely affect the project during the period of the grant (including any claims made against members of our governing body or staff concerning the organisation).
- **3.3** We will tell you in writing as soon as possible of any investigation concerning our organisation, trustees, directors, employees or volunteers carried out by the Police, the Charity Commission, HM Revenue & Customs, or any other regulatory body.
- **3.4** We will be available for meetings with you and allow full and free access to our records however and wherever held and to any of our offices or buildings to you, or those acting for you.
- **3.5** We will let you know if our governing body falls below three members and will increase it to at least three as soon as possible.

4 VAT

4.1 We acknowledge that the grant is not consideration for any taxable supply for VAT purposes by us to you. We understand your obligation does not extend to paying us any amounts in respect of VAT in addition to the grant and that the grant made by you is inclusive of VAT.

5 Our annual report and accounts

- **5.1** We will acknowledge your grant in our annual reports and accounts covering the period of the project.
- **5.2** We will show your grant and related expenditure as a restricted fund under the description "MCFC CITC Foundation" in our organisations annual accounts. If we have more than one restricted fund, or, as a statutory authority, cannot show restricted funds in our accounts, we will include a note to the accounts identifying each restricted fund separately. 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.
- **5.3** We will keep proper and up to date accounts and records for at least seven years after the termination of our grant, including summary profit and loss accounts and management accounts, personnel and payroll records and invoices, which show how the grant has been used. We will make these financial records available to you upon request.
- **5.4** We will report regularly and fully to all members of our governing body on the financial position of our organisation.

6 Monitoring

6.1 We will monitor the progress of the project and report back to you within one month of the project finishing or within 13 months from the date of the award letter, whichever is the sooner, and thereafter on a monthly basis until the project is finished.

- **6.2** We will send you any further information you may ask for about the project or about our organisation, and its activities, the number of jobs created by the project, the number of users and other beneficiaries and such other information you may require from time to time. You may use this information to monitor the project and evaluate your grants programmes.
- **6.3** When the project is finished we will fill in a final report on the project using the form provided with the award letter.
- **6.4** We will tell you immediately in writing of anything that significantly delays, threatens or makes unlikely the project's completion.
- **6.5** We will tell you immediately if there is to be any variation to or decrease in the project outcomes.

7 Grants for Assets and Services

- **7.1** If any part of the grant is to buy a capital item, series of capital items, such as equipment or other items, or particular services we will keep all receipts and invoices over £250 for you to look at for seven years after the grant award.
- **7.2** We will keep all assets funded by the grant safely and in good repair and will make sure we have adequate insurance cover for all of them. Any loss resulting from payments made for assets before delivery will be our responsibility. If the asset is damaged, destroyed or stolen, we must tell you in writing and we must repair or replace it.
- **7.3** We acknowledge that no part of the grant may be used for the replacement of any asset previously funded by the grant and that if any such asset is lost, damaged or destroyed, we will be obliged to use our other financial resources to procure that it is replaced or repaired as appropriate.

8 Length of Grant Agreement

- **8.1** These terms and conditions and the grant agreement remain in force for whichever of these is the longest time:
 - For two years following the date of payment of the grant.
 - As long as any part of the grant remains unspent.
 - The expiry of the maximum period required under the grant for asset monitoring.
 - As long as we do not carry out any of the terms and conditions of the grant agreement, including any of your reporting requirements or any breach of them continues or we have any outstanding obligations under these terms (this includes any outstanding reporting on grant expenditure or project delivery or any obligations to maintain records).

9 We understand that

- **9.1** You can only guarantee the grant as long as funds from The Shoot for the Moon partnership are available and you continue to operate.
- **9.2** We accept that you may share information about our grant with any parties of your choice as well as with members of the public who make a request for information under the Freedom of Information Act 2000. Details of the project may be broadcast on television, on your website, in newspapers and through other media.
- **9.3** You will not increase the grant if we spend more than the agreed budget.
- **9.4** You may want to investigate any matters concerning the grant (or any other grants you have given to us) at any time while the grant agreement is in force. We understand that you accept no liability for any consequences, whether direct or indirect, that comes about from any investigation even if the investigation finds no cause for concern.
- **9.5** You may demand repayment of all or part of the grant and/or cancel any unpaid part of the grant at your absolute discretion in any of the following circumstances if:
 - We fail to meet any of these terms and conditions, or the terms and conditions attached to any other grants from you for which a grant agreement is still in force.
 - We completed the application form dishonestly or significantly incorrectly or misleadingly.

- 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.
- If at any time while the grant agreement is in force, in your opinion acting reasonably, any event occurs in relation to the project or to our organisation which is likely to have a material adverse effect on CITC Foundation or Manchester City Football Club.
- Members of our governing body, 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.
- Our organisation, members of our governing body, employees or volunteers are subject to an investigation or formal enquiry by the Police, the Charity Commission, HM Revenue & Customs, or other regulatory body.
- We receive duplicate funding from any other source for the same or any part of the project.
- We do not take positive steps to ensure equal opportunities in our own employment practices and the delivery of and access to our services.
- There is a significant change of purpose, 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.
- 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.
- We are or become legally ineligible to hold the grant.

9.6 You may assign any of your rights under the grant agreement to any other or successor body. **9.7** No other body has any claims on you under these terms and conditions and person shall be entitled to any rights in respect of the grant agreement by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise.

10 Additional conditions

10.1 You have the right to impose additional terms and conditions on the grant if:

- We are in breach of the grant agreement
- You withdraw any part of the funding for the project
- You judge that members of our governing body, 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

IMPORTANT – By signing the grant acceptance form you have confirmed the following:

- That the two signatories are authorised by the organisation named in the application form to enter into a legally binding agreement on their behalf.
- We certify that the information given in the application form and any supporting documents is true and confirm that the enclosures are current, accurate and adopted or approved by our organisation.
- We understand that any offer of grant will be subject to terms and conditions and we confirm that the organisation has the power to accept this grant if the application is successful and to repay it if the grant conditions are not met.
- We have not altered or deleted the original wording and structure of the application form as it was originally provided or added to it in any way.