



## **Grant Agreement- Terms and Conditions**

### **Definitions**

“We” and “our” refers to the Mainstay Foundation, the organisation providing the grant.

“You” and “your” refers to the recipient of the grant, the organisation receiving the grant bound by the forthcoming terms and conditions.

“Project” refers to the project in which you will be awarded a grant for, as set in your application form and our approval.

“Grant Agreement” refers to the terms and conditions stipulated within this document, which upon being accepted and signed, becomes binding thereon , i.e. comes into \_\_\_\_\_ force the date you sign. If \_\_\_\_\_ you do not accept and sign the Grant Agreement, alongside any further documents requiring consent and approval by, as stipulated by the Mainstay Foundation you waiver the right to take up the grant offer.

**In accepting a grant from the Mainstay Foundation it will be based on the understanding that you have agreed to the following terms and conditions as stipulated by the Mainstay Foundation:**

### **In General**

1. The grant will be spent on the purpose approved by the Mainstay Foundation as set out in your application form.
2. All grants provided by the Mainstay Foundation must be used solely for charitable purposes
3. You will work in an ethical and open manner, ensuring no distinction is made to race, religion, age, gender, or disability, in addition to complying with both relevant legislation and good practise.
4. You will ensure that your operating team, members of your governing or executive body, and any relevant staff members, both current and those employed in the future, receive and comply with these terms and conditions.
5. We reserve the right to visit you during the project duration.
6. You will keep accurate and comprehensive financial records of the spending associated with our funding, i.e. the grant awarded to you.
7. These terms and conditions remain in force for the duration of the project and funding period, in addition to seven years following as necessitated by



some terms and conditions associated stipulated within this grant agreement.

### **The Project**

8. You will inform us as soon as possible and await written agreement before making any changes to the project.
9. You will start the project as soon as possible, unless specifically agreed upon otherwise (subject to specific project criteria) upon receiving a grant offer.
10. You will proceed with your project in a satisfactory manner in accordance with the timetable initially set out or later amended (subject to approval), ensuring notable progress.
11. No part of the grant can be used for the purposes of the project before a date for the grant agreement is set.
12. Any offer of funding for the project during the period of the grant agreement from any entity, must be relayed to us and be subject to a written agreement.
13. Any part of the grant that is not required for the purpose of the project will be returned to us, or be subject to decrease in the amount of grant provided in accordance with the submitted project budget.
14. We will not increase the grant amount if you overspent, unless otherwise agreed upon subject to special circumstances.
15. You will inform us of any changes to information you have provided, ensuring that the information we hold is both accurate and up to date.
16. You must comply with all the laws regulating the way you operate, the staff you employ, the work you carry out and the goods and services you buy and any other activities you carry out, relating to the project or otherwise.
17. You will comply with any additional checks set out by us.
18. You must maintain appropriate insurance during our funding period.

### **Your organisation**

19. You will inform us as soon as possible of any changes made to your organisation. This includes but is not limited to: your governing document, your aims, payment to members and members of your governing body, the sharing of your assets, the admission of new members, transferring your assets, merging or amalgamating with any other body.
20. You will inform us as soon as possible of any legal claims that are levelled against you, including claims made against any member of the governing body or staff within your organisation.
21. You will inform us as soon as possible of any investigation towards your organisation by any regulatory body.
22. We reserve the right to hold meetings with you subject to mutual agreement, in addition to providing us with access to your records.



### **Annual Report and accounts**

23. You must acknowledge the grant awarded to you by the Mainstay foundation in your annual reports and accounts that covers the duration of the project and the grant-funding period.
24. The grant awarded to you by the Mainstay foundation must be depicted as a restricted fund under the heading “The Mainstay Foundation Charitable Grant” within your annual accounts.
25. You will keep proper and up to date accounts and records during the duration of the project and at least seven years after the termination of the grant which shows how the grant has been used, including but not limited to: summary profits and losses, personal and payroll records and invoices. Upon request, these should be made available to us.

### **Monitoring**

26. You must inform us of any delays threatening or makes unlikely the projects completion.
27. You must inform us if there will be any decrease or likely decrease in the project outcomes.
28. Any goal pertaining to a focus area identified in the grant application that proves subject to variance in its outcome must also be relayed to us.
29. Provision of a quarterly report (for projects longer than 6 months) or interim report (half way through the funding period if the project is expected to finish under 6 months), outlining the general projects progress and outcomes of the project, which must incorporate the specific goals identified within the grant application.
30. We reserve the right to request access to any information relating to the project in order to monitor and evaluate your project, in addition to our grant programmes. We recognise the need to maintain confidentiality, ensuring that any details we use for research, analytical and administrative purposes will not be made public, except as required by the law, unless otherwise agreed upon (stipulated within the terms and conditions).

### **Publicity and Acknowledgement of the Mainstay Foundation Grant**

31. We reserve the right to publicise any offer of a grant, in addition to using your organisation’s name in publicity material.
32. You must acknowledge in writing receipt of payment of the grant.
33. We reserve the right to ensure your organisation to not publicly acknowledge the grant in any form of media.

### **Breach and repayments**

34. We reserve the right to demand repayment of all or part of the grant and or/ cancel any unpaid part of the grant if any of the following circumstances:

- Any term or condition to which the grant is subject to is contravened or not complied with.
- The application form was misleading
- The completion of the application was carried out in an knowingly or otherwise dishonest manner
- You or any member associated with your organisation providing inaccurate information during the grant agreement
- If your project is carried out in a dishonest and unethical manner
- If anyone within your organisation, or the organisation as a whole is the subject of an investigation by a regulatory body.
- If you become legally ineligible to receive or continue receiving the grant
- If the work undertaken is not the work for which the grant was approved and where we have not approved such changes in question.
- If any part of the grant is spent outside of its intended purpose
- If we judge your project to no longer be feasible in fulfilling its intended purpose during the funding period.
- If any activity you carry out is seen to have detrimental effects on reputability of the Mainstay Foundation
- If you neglect to provide us information accessible to us as set out in the terms and conditions of the grant, that would influence our decision to award, continue funding or withdraw all or part of the grant awarded to you.
- If your organisation goes into administration, receivership or liquidation and becomes insolvent before or whilst the grant awarded to you has not been spent according to its purpose.

### **Additional Conditions**

35. We have the right to impose additional terms and conditions on the grant if:

- You are in breach of the grant agreement
- If we believe that it is necessary in order to ensure that the project achieves its goals and fulfils its purpose as set out in the application, or upon any agreed changes.
- If we deem it necessary for our organisation's integrity.
- If future regulation deems it necessary.



36. By signing the grant agreement form you have confirmed the following:

- That you the signatory, is authorised by your organisation, named in this application form to enter into a legally binding agreement on your organisations behalf.
- That you, i.e. your organisation can accept this grant upon a successful application and repay the grant if the grant conditions are contravened or not complied with, subject to terms and conditions
- You have certified that the information provided in the application form and any supporting documents provided are up to date and are accurate, subject to the approval of your organisation.
- That you are responsible for ensuring that all the terms and conditions of the grant are met with
- That you have not changed the original structure and wording of the Application form and the Grant agreement form.