



CONDITIONS OF GRANT AWARD

SPECIFIC CONDITIONS

Conditions of Award

1. NIMC shall not be obliged to make any payment before you have:
 - a. returned a signed copy of the Grant Acceptance Agreement to NIMC
 - b. followed appropriate procurement procedures as outlined below
 - c. returned a completed **Nominated Bank Account Details Form** confirming the bank account is in the name of the organisation and under the control of a committee or board (with a minimum of 2 signatories)
 - d. provided written confirmation of your VAT status i.e. whether or not the grant recipient is registered with HMRC and can/cannot reclaim VAT on expenditure relating to this project
 - e. Provided written confirmation that the grant recipient has an up-to-date safeguarding policy that has been approved by its governing body.

Should NIMC not be satisfied with the acceptability of the information provided, the grant recipient shall be required to make such revisions or adjustments as are necessary and provide NIMC with evidence of such revisions or adjustments, to satisfy NIMC that public funding can be released appropriately.

Payment Conditions of Award

2. Unless NIMC otherwise agrees, NIMC shall not be under any obligation to make payments in respect of grant to the grant recipient at any time when:
 - an event of default has occurred and is continuing; or
 - making the payment would cause the total amount of grant paid by NIMC to the grant recipient to exceed the maximum amount of grant; or
 - there are any compliance matters in relation to previous or existing claims for payment of grant, which have not been resolved to the satisfaction of NIMC.
3. Value Added Tax (VAT) recoverable by the grant recipient will be deducted from project costs in calculating the final allowable expenditure for grant purposes.
4. The grant is up to the amount detailed in this Letter of Offer. Should all the money not be spent on agreed eligible costs and activities the unspent balance will not be available to the project.
5. If funding becomes available from other sources in respect of the project at any time during the control period, NIMC must be notified without delay and (following



prior consultation with the grant recipient) NIMC reserves the right to reduce the maximum award amount of grant by a sum equivalent to such third-party funding.

6. For each grant claim the grant recipient must complete and submit a **Project Completion Form** (as supplied by NIMC) which must be signed by an authorised officer.
7. Payment will only be made for expenditure on the activities/costs agreed with NIMC. Any changes to the allocation of costs as agreed should be communicated immediately to NIMC and any proposed variances must be agreed in advance with NIMC.
8. Payments will be made by Bank Automated Clearance System (BACS) to the nominated bank account by NIMC.
9. If requested to do so the grant recipient must submit
 - Original VAT invoices from the approved supplier(s) for expenditure; and
 - such other documentation as NIMC may require for the purposes of verification.
10. If requested to do so the grant recipient must submit original nominated bank account statements to NIMC to confirm the full payment (including the VAT element) of the invoices/claim documentation relating to their previous claim for grant.
11. The grant recipient shall, unless NIMC agrees otherwise, repay to NIMC any grant paid to it as a result of an administrative error (by NIMC, the grant recipient or any person) as soon as the grant recipient becomes aware of such occurrence.
12. The grant recipient shall not submit a claim form for any sum that is in dispute. Where invoices include disputed sums, there shall be no obligation on NIMC to pay the disputed amounts.
13. Claims for grant must be submitted on completion of the expenditure and by the latest 1st March of the financial year in which the grant is awarded.
14. The grant recipient must return to NIMC any under-spend on the project.

Monitoring & Evaluation

15. Any failure to meet targets/objectives could result in a reduction in the grant paid.
16. The grant recipient must submit a detailed breakdown of expenditure as part of the **Project Completion Form**.
17. The grant recipient shall provide NIMC, upon demand, with such evidence as NIMC shall require, to demonstrate successful completion, delivery and operation of the project in compliance with the approved application.



18. The grant recipient is required to submit a **Post Project Evaluation** within 3 months of completion of the project. (A template is available from NIMC on request).

GENERAL CONDITIONS

19. The grant recipient shall:

- a. apply the funding solely for the purposes of carrying out and implementing the Project as detailed in the application form and in this Letter of Offer and approved by NIMC
- b. notify NIMC as soon as possible if there is likely to be an underspend in the project
- c. not without the prior written consent of NIMC, transfer any of its rights or obligations under this Letter of Offer
- d. be sufficiently served by any letter, notice or demand by NIMC if it is delivered by hand, left at the last known address, or sent by post addressed to its registered office address as listed in Companies House
- e. in the case of any dispute arising on the interpretation of the conditions contained within this Letter of Offer or any Letter of Variance, accept that the decision of NIMC shall be final and binding
- f. immediately inform NIMC of any circumstances which will or may affect the ability of the grant recipient to carry out the project
- g. not vary or alter the Project without the prior written consent of NIMC
- h. not alter or vary its Memorandum or Articles of Association without the prior written consent of NIMC
- i. maintain proper and effective accounting records which identify individual financial transactions relating to the Project, including the retention of original invoices and receipts
- j. make payment for expenditure incurred by cheque or BACS (no cash can be paid). Invoices and receipts for payment should be retained for all expenditure
- k. provide any information concerning the progress, administration, monitoring and evaluation of the project as requested by NIMC
- l. permit NIMC, their Agents and the Comptroller and Auditor General to enter upon any premises owned or occupied by the applicant for the purpose of inspecting the Project or any asset or accounting record relating to the project
- m. ensure that all records and information relating to the Project, including those held by third parties and consultants, are held for a minimum period of not less than 7 years (10 for tender documents)

- n. ensure that NIMC's contribution of funding to the project under this Letter of Offer is appropriately recognised through a variety of mediums. This includes press releases, speeches, publications, banners, signage, advertisements and media interviews. NIMC branding must be prominently displayed. Electronic branding and logos are available by contacting the NIMC Office by email to info@nimc.co.uk
- o. keep NIMC regularly informed of marketing, press and PR activity including the planning and delivery of public statements, announcements and promotional activity concerning the project
- p. repay to NIMC any overpayment forthwith on first demand or on becoming aware that the funding has been overpaid, whichever first occurs
- q. ensure that the funding shall not be used for the purpose of or in any way connected with the promoting of any religious or political viewpoint or use for a purpose that could be perceived as discriminatory on grounds of religion, sexual orientation, colour, race, gender or disability
- r. ensure that it has obtained all relevant licences and permissions where applicable to the project
- s. ensure that all actions undertaken in relation to this Project comply with the relevant statutory legislation in existence during the lifetime of the project
- t. comply with the requirements of all relevant/current EC Directives and legislation from time to time in force relating to working conditions, health and safety at work, etc. and the requirements of the Sex Discrimination (NI) Orders 1976 and 1988, the Fair Employment & Treatment (NI) Order 1998, the Disability Discrimination Act 1995, The Race Relations (NI) Order, the Human Rights Act 1988, the Health & Safety at Work (Northern Ireland) Order 1978, the Children's Act 1989, Section 75 of the Northern Ireland Act 1998 and all Employment Equality Legislation and any enactments amending, extending or replacing them
- u. acknowledge that NIMC accepts no liability to the grant applicant, other than as expressly provided for in this Letter of Offer and subject to the terms and conditions stated
- v. acknowledge that NIMC accepts no responsibility or liability for staff employed in relation to the Project. The applicant shall be the employer of all staff it employs for the project and shall be responsible for all matters in connection with that employment including any legal or tax obligations
- w. insure any items of an insurable nature which have been obtained with the benefit of the grant funding to the full replacement value thereof and furnish NIMC with copies of all relevant policies of insurance on demand by NIMC



- x. maintain in good condition all property, equipment, machinery, furniture, fixtures, fittings and assets which NIMC has funded or part-funded

Bank Account

- 20. A nominated current account must be maintained for the disbursement of all expenditure related to the project. Details of the account must be provided on the form provided with this letter. The Grant will be paid directly into this bank account. **No cash payments may be made for expenditure incurred.**
- 21. Any proposed changes to bank account details must be notified to NIMC immediately.
- 22. NIMC will make every effort to pay claims promptly but accepts no liability in respect of loss attributable to delay in the payment of claims or to any suspension, reduction or cancellation of grant.

Fixed Assets

- 23. Should NIMC funding be used to purchase or build a fixed asset/s, the applicant must maintain a fixed assets register. The assets must be retained by the applicant for periods which reflect their economic life. The grant recipient shall not sell, transfer or otherwise dispose of any asset without the prior written authorisation of NIMC. If any asset obtained with the benefit of grant is sold, transferred or otherwise disposed of within 10 years from the Completion Date the grant recipient shall, on demand, repay to NIMC so much of the grant as NIMC considers is reasonable.

Procurement

- 24. In the event of the procurement of goods and services connected to the Project, the grant recipient is required to have procurement procedures which demonstrate value for money, are in line with NI Public Procurement Policy and comply with relevant Procurement Guidance Notes (PGNs). PGN's can be accessed on CPDs website - <https://www.finance-ni.gov.uk/articles/procurement-policy-notes-ppns>
- 25. At all times, due consideration should be given to ensure best value for money and open, fair and transparent competition. The grant recipient must keep records which support its decisions and be able to provide NIMC with evidence of the competitive process if requested by NIMC.
- 26. The grant recipient shall ensure that no conflict of interest shall arise in the appointment of any person to provide any goods, services or works which may be wholly or partly funded by NIMC, and shall upon request provide NIMC with written confirmation that no such conflict arises. A written declaration of interest must be provided where any member of the grant recipient organisation has any association or connection with any person who bids to provide work, goods or services to the grant recipient.
- 27. The grant recipient must provide NIMC with a copy of any approved tender evaluation report and supporting documentation.

28. The grant recipient shall not enter into any contract for the provision of works, goods or services wholly or partly funded from the award, and the works, supplies or services must not commence until permission to proceed is obtained from NIMC.
29. The grant recipient will ensure that any agreements it enters into with contractors contain reasonable and adequate terms and conditions to safeguard the monies paid by NIMC and all obligations of the grant recipient hereunder.

Indemnity

30. The grant recipient shall indemnify and keep indemnified NIMC against all actions, proceedings, costs, claims, demands, and liabilities arising out of, in respect of, or in connection with this Letter of Offer from all or any of the activities associated with the project.

Fraud

31. The grant recipient is responsible for ensuring effective procedures and controls are developed and maintained to mitigate the risk of fraud occurring and to ensure any instances of fraud are detected promptly – this includes the requirement to have a whistle-blowing policy and fraud policy/response plan in place. In the event of suspected/actual fraud NIMC must be informed immediately.
32. If an investigation is deemed appropriate, NIMC and its agents will have access to premises, the right to view/obtain any records or documents or to interview any employee as necessary to enable NIMC to determine whether any condition subject to which the financial assistance is given is satisfied or is being complied with or whether the financial assistance has become repayable in whole or in part in accordance with any such condition.
33. The grant recipient (and/or its representatives) may be prosecuted if it knowingly or recklessly makes any statement or produces any document which is false in a material particular.
34. Following a NIMC investigation all instances of suspected fraud will be reported to the Police and criminal proceedings may be instigated if deemed appropriate.
35. This letter may be made available to other Departments/Agencies and other funding bodies for the purposes of preventing or detecting fraud.
36. **Conflicts of interest** – declare any actual or potential Conflicts of Interest which could exist as a direct consequence of the grant recipient's use of the funding to be provided by NIMC and record same in a Register of conflicts
37. **Charity law**- ensure that the grant recipient operates within and meets its obligations under charity law in Northern Ireland and further promotes, where relevant to the project, the charitable sector's obligations under the Charities (Northern Ireland) Act 2008.

Child Protection and Safeguarding Vulnerable Adults

38. The grant recipient must provide written confirmation that the grant recipient has an up-to-date safeguarding policy that has been approved by its governing body.
- a. The grant recipient is responsible for ensuring effective procedures and controls are developed and maintained to ensure the protection of Children and safeguarding vulnerable adults. [Useful websites include www.safeguardingni.org and www.education-ni.gov.uk.]

VAT

39. The amount of grant awarded is exclusive of VAT unless the VAT status provided as proves the grantee cannot reclaim VAT. Any changes to VAT registration status should be communicated to NIMC as soon as possible.

Sharing of Information

40. All Government Departments, Agencies and other funding bodies may share information on projects to enable them to prevent and detect fraudulent applications and to co-ordinate the processing of complementary applications. Accordingly, information provided by the grant recipient in the approved proposal and monitoring and evaluation plan and any other information provided may be stored on computer and may be made available to other Departments/Agencies for the purpose of ensuring the accuracy of information and preventing or detecting crime. Such information may also be placed in the public domain.
41. Subject to the requirements of the Data Protection Act 2018, information regarding the approved application form and the project may also be placed in the public domain by NIMC.

Freedom of Information

42. The grant recipient acknowledges that information on applications and claims for payment for Grant assistance is stored on computer and in accordance with the Data Protection Act (DPA) 2018, and that such information may be subject to the Freedom of Information Act 2000; in addition this shall include any applicable national implementing Laws as amended from time to time including (i) the General Data Protection Regulation (GDPR) and the Law Enforcement Directive (LED) and (ii) Data Protection Act (DPA) 2018 to the extent that it relates to processing of personal data and privacy; and (iii) all applicable Law about the processing of personal data and privacy.

Default

43. A default will be deemed to have occurred if;

- a. any information provided by the grant recipient or any representative in connection with, or for the purposes of, this contract and whether before or after the date of this Letter of Offer, is misleading or incorrect in any material respect;
 - b. the grant recipient is in breach of any obligation on its part contained in this Letter of Offer, and such breach is incapable of remedy, or if capable of remedy remains unresolved for a period of 30 days after written notice by NIMC; or
 - c. an order is made or an effective resolution is passed for the winding up of the grant recipient's organisation or a Receiver is appointed over the undertaking or a material part of the undertaking of the organisation; or
 - d. the grant recipient is unable to pay its debts within the meaning of Article 104 of the Insolvency (NI) Order 1989; or
 - e. an administration order is made in respect of the organisation.
44. In the event that a default occurs, NIMC may suspend or terminate the contract between NIMC and the grant recipient constituted by this Letter of Offer and the grant recipient shall, on written demand by the NIMC, repay the whole of the amount of the funding paid under this Letter of Offer or such lesser amount as NIMC may at its sole discretion so determine.
45. Furthermore, in the event of the applicant defaulting under paragraph 53 above, criminal proceedings may be instigated against the grant recipient as NIMC may at its sole discretion so determine.
46. NIMC reserves the right to suspend, defer, withhold or claw back any or all of the payments and/or require to repay part or all of the financial assistance if:
- a. The conditions of this offer are not met; or
 - b. Any information given to NIMC in connection with the application or claims for financial assistance is found to be false or misleading or there had been failure to disclose any material fact which would have had a bearing on the initial consideration of the application; or
 - c. There is a substantial or material change in the nature, scale or timing of the Project; if the Project is used for purposes other than those specified in the application; or
 - d. The applicant receives duplicate funding from any other source for the same project; or
 - e. The operation of NIMC or any legislation or NIMC funding is changed to the detriment of the funding made available for this project; or
 - f. If the project has in any other way not been implemented in accordance with these conditions of offer.



47. In the event of the identification of any administration errors in grant claims, acts of fraud and/or any circumstance that has caused or is likely to cause a loss or misuse of funding, this should be reported to NIMC immediately.

Joint and Several Liability

48. Where the grant recipient comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of the grant recipient arising under this Letter of Offer. NIMC may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of those persons without affecting the liability of any other of them. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).