



## **CONNECTED COMMUNITIES PART OF THE KNOW YOUR NEIGHBOURHOOD FUND SUPPORTED BY DCMS**

### **TERMS AND CONDITIONS OF GRANTS**

#### **1. Carrying out the project**

1. You must only use the grant for the approved project and purposes. While changes, including significant rescoping, are permitted, this can only be with permission from AIM on the basis of a change proposal.
2. You will ensure that you are at all times correctly constituted and that you can deliver the project under the terms of your constitution.
3. You must not start work (on elements of the programme funded by CC if part of a wider piece of work) until you have received the formal grant offer from us.
4. You must engage with both the grant and the capacity-building element of the programme, including attending most events or sessions intended to promote peer support.
5. You must take part in evaluation activity, which can include an overarching KYN evaluation as well as the ACE/Libraries Connected evaluation.
6. Where it is required, you must maintain adequate insurance at all times and we may ask you to send us copies of these policies. This includes employee and public liability insurance and insurance that covers the full replacement value of any assets you have purchased using the grant.
7. You must operate in a way which complies with all relevant laws and government requirements. This includes, but is not limited to, legislation or regulations governing the way you operate, the work you carry out, the staff you employ, or the goods and services you buy. For example, you are



responsible for obtaining any licences, permissions and insurances that are required by law or ensure best practice.

8. You must write to us as soon as possible if any legal claims are made or threatened against you and/or which would adversely affect the Project during the period of the grant (including any claims made against members of your governing body or staff concerning the organisation).
9. You must tell us in writing as soon as possible of any investigation concerning your organisation, trustees, directors, employees or volunteers carried out by Police, Charity Commission, the Office of the Scottish Charity Regulator, HM Revenue & Customs or any other regulatory body.
10. You acknowledge that the grant comes from public funds and confirm that the support provided is compliant with the Subsidy Control rules. Where applicable, you agree that we will publish information relating to the grant and that you will keep reasonably detailed records to demonstrate compliance with the Subsidy Control rules and shall provide a copy of such records to us upon reasonable request. In the event that it is deemed to be non-compliant with the Subsidy Control rules, you will repay the entire grant (and any other sums due) immediately.
11. If you breach any term and/or condition of the Grant Agreement and we do not enforce one or more of our rights straight away, this does not mean that we will not do so in the future. We will give up our right to enforce the Grant Agreement only if we tell you in writing.
12. You must ensure that you do not work with organisations proscribed under the Terrorism Act 2000 [https://www.gov.uk/government/publications/proscribed-terrorgroups-or-organisations-- 2/proscribed-terrorist-groups-ororganisations-accessible-version](https://www.gov.uk/government/publications/proscribed-terrorgroups-or-organisations--2/proscribed-terrorist-groups-ororganisations-accessible-version)

## 2. Finance

13. Your grant comes from public money, so if you are planning to buy goods or services with your grant, you should always buy them in a way that will give value for money and avoids any conflicts of interest. For any externally commissioned work or purchases over £10,000 you must get three quotes.



14. You acknowledge that the final amount of funding will only be released on the satisfactory completion of the project and reports, including provision of marketing materials.
15. If you complete the project without spending the full amount of the grant, you must return the unspent amount to us immediately. We will not increase the grant as the result of an overspend or otherwise.
16. You must give us, or any person nominated by us (including funders Arts Council England and the Department for Culture, Media and Sport), access to all records relating to the Project or other projects funded by us upon demand, including (but not limited to) accounts and any other financial records, VAT and any other tax records. We can ask for access to these records for up to seven years after the Project has finished.
17. You acknowledge that the grant is not consideration for any taxable supply for VAT purposes. You acknowledge that our obligation does not extend to paying you 7.3 any amounts in respect of VAT in addition to the grant.

### 3. Repayment

18. You must repay the grant to us if:
  - You no longer operate, or are declared bankrupt or placed into receivership or liquidation
  - You have, in our opinion, given us fraudulent, incorrect or misleading information
  - You have used funding other than as agreed with AIM as per your scheme application, other than with permission to change
  - You have acted negligently in any significant matter or fraudulently in connection with the project
  - Any competent authority directs the repayment of the grant
  - There is a significant change in your status
  - You knowingly withhold information that is relevant to the content of your application
  - You do or fail to do anything that brings AIM, ACE or DCMS into disrepute or which we consider for any reason puts public funds at risk, or we terminate or suspend any other grant we have given you.
  - You fail to make good progress with the project or are unlikely in our view to complete the project or achieve the outcomes agreed with us



- You fail to engage with the capacity-building programme after an initial warning
- You fail to keep any of these standard terms of grant

#### **4. Reporting**

19. You must give us any progress reports or financial information we may need during the project within a reasonable amount of time (three weeks or less).
20. You must ensure that all records, including financial records, relating to the Project are accurate and up to date. You must keep these records for at least seven years after the Project has finished.
21. The Freedom of Information Act 2000 ('the Act') applies to Arts Council England and the Department for Culture, Media and Sport. This means that reports and other information including correspondence provided to AIM may be passed to ACE and/or DCMS as part of reporting on the grant, and could be released to any person who asks for them under the Act. You can tell us if you think any of the requested information should be confidential under any exemptions of the Act, but we will make the final decision in accordance with our responsibilities under the Act. Visit our publication scheme at [www.artscouncil.org.uk/freedom-information](http://www.artscouncil.org.uk/freedom-information) for more information on how we apply the Act and our data protection policy. We encourage you to visit [www.ico.gov.uk](http://www.ico.gov.uk) for information on the Act.

#### **5. Acknowledgements**

22. You must acknowledge the source of the funding (DCMS/ACE/AIM) as instructed and publicise your project in line with our guidance, which may include providing marketing material to and/or promotional activity with central government (DCMS ministers).
23. We acknowledge that you will own all rights in any materials produced for or relating to the project and in the project proposal, including any intellectual property rights. You hereby grant us a non-exclusive, worldwide, royalty-free perpetual licence to reproduce any materials relating to the Project and the Project Proposal as we reasonably require for marketing and publicity purposes. We may also share information with other funders, government departments, regulatory agencies, partners and others with a legitimate interest in public funding

## 6. Safeguarding

24. The following conditions apply if you or your employees, business partners, contractors or volunteers will supervise, care for or have significant direct contact (which, for the avoidance of doubt, includes contact by electronic and/or digital means) with a vulnerable person during the project.
  - a. A 'vulnerable person' means: a. anyone under the age of 18; and/or b. anyone who needs (or may need) community care services because of mental disability, other disability, age or illness, and who is (or may be) unable to take care of themselves or unable to protect themselves against significant harm or exploitation.
25. You must consider all the risks that may arise from your contact with the vulnerable person and take all reasonable steps to ensure their safety. Before having any significant direct contact with the vulnerable person, you must get the written agreement of the legal carer or guardian of the vulnerable person.
26. As well as your responsibilities in this section, you must have and carry out a written policy and set of procedures to safeguard vulnerable people if during the project, your employees, business partners, contractors or volunteers supervise, care for or have significant direct contact with vulnerable people.
27. As part of these procedures you must check with the Disclosure and Barring Service (DBS) the backgrounds and disclosures of those employees, business partners, contractors or volunteers who will, during their project, supervise, care for or otherwise have significant direct contact with vulnerable people.
28. If you are the person having significant direct contact with the vulnerable person, you must have your background checked by the Disclosure and Barring Service (DBS) and have a clear and valid certificate readily available to provide on request.
29. If working with vulnerable people you must comply with this section even if you are not required to do so under any child protection or care standards legislation, and whether the work is formal, informal, voluntary or salaried.

30. We cannot advise you of your legal responsibilities in your dealings with vulnerable people, and these conditions are not legal advice. If you have any queries about your obligations, we strongly advise that you seek your own independent legal advice and also contact the National Society for Prevention of Cruelty to Children. [www.nspcc.org.uk/inform](http://www.nspcc.org.uk/inform)

## 7. Digital outputs

31. You agree to:
- apply a Creative Commons Attribution 4.0 International (CC BY 4.0) Open Licence or equivalent, to all grant funded Digital Outputs, with the exception of code and metadata, and not including public domain assets or non-original digital reproductions of public domain assets (see below).
  - clearly identify and apply Creative Commons 0 1.0 Universal (CC0 1.0) Public Domain Dedication, or equivalent to:
  - code and metadata created in the course of the project; and
  - Public domain assets or non-original digital reproductions of public domain assets
  - obtain and maintain in force all authorisations of any kind required for you to apply the relevant Open Licence or Public Domain Dedication (CC BY 4.0 or CC0 1.0).
  - contract to the effect that any creation by you or on your behalf of material which forms Digital Outputs is undertaken on terms that either the copyright in the digital material is assigned to you or that the copyright owner agrees that material may be shared under a CC BY 4.0 Open Licence or equivalent.;
  - ensure that the Digital Outputs are kept up-to-date, function as intended and do not become obsolete before the fifth anniversary of the Project Completion Date;
  - comply with these Standard Terms of Grant in relation to the digital files that make up the Digital Outputs for the period agreed in the Grant Notification Letter. For the avoidance of doubt, this includes ensuring free and unfettered online access to the Digital Outputs. You must not release your project's Digital Outputs on other terms without our prior written consent.