**AIM Re:Collections**

**Terms and Conditions of grants**

1. Your general obligations to us
2. You must safeguard the funding against fraud generally and, in particular, fraud on the part of your Personnel and notify us immediately if you have any reason to suspect that any fraud within your organisation has occurred or is occurring or is likely to occur whether or not it relates to the Funding. You must also participate in such fraud intervention initiatives as may we require from time to time;
3. Maintain appropriate procedures for dealing with any conflicts of interest in relation to the Funding whether actual, potential or perceived;
4. Comply with all applicable domestic or international laws or regulations or official directives;
5. Maintain adequate insurances to cover the risks which may arise in connection with any property or any activity undertaken in delivery of the Purposes. We reserve the right to require you to provide proof of your insurance;
6. Maintain appropriate financial, risk and control systems before utilising any part of the Funding to provide a grant to or procure any goods or services from third parties;
7. Cooperate fully with the Welsh Government Official and with any other employee of the Welsh Government or consultant appointed by us to monitor your use of the Funding and your compliance with the Conditions;
8. Notify us of any funding received by you from any source which is procured or utilised in conjunction with the Funding to directly support the Purposes including but not limited to your insurance provider (cancellation/business disruption insurance), the UK Government’s Coronavirus Job Retention Scheme and/or any Welsh Government fund / scheme and any other funders. The intention of this Condition is to avoid any duplication of funding in respect of the Purposes.
9. AIM’s funding agreement with the Welsh Government includes conditions regarding Notification Events. These are listed below (Schedule 1). You must let us know immediately if any situation arises which may result in withdrawing and / or clawback of funding.
10. Audit Requirements
11. You must:
12. Maintain complete, accurate and valid accounting records identifying all income and expenditure in relation to the Purposes;
13. Without charge, permit any officer or officers of the Welsh Government, Wales Audit Office or any UK subsidy enforcement body at any reasonable time and on reasonable notice (in exceptional circumstances, such as the prevention or detection of fraud, it may not be practicable to provide you with reasonable notice) being given to you to visit your premises and/or to inspect any of your activities and/or to examine and take copies of your books of account and such other documents or records howsoever stored as in such officer’s reasonable view may relate in any way to your use of the Funding. This undertaking is without prejudice and subject to any other statutory rights and powers exercisable by the Welsh Government, Wales Audit Office or any other UK subsidy enforcement body or any officer, servant or agent of the above
14. Retain all original documents relating to the Funding until we inform you in writing that it is safe to destroy them
15. Under paragraph 17 of Schedule 8 to the Government of Wales Act 2006 the Auditor General for Wales has extensive rights of access to documents and information relating to monies provided by the Welsh Government. They and their officials have the power to require relevant persons who control or hold documents to give assistance, information and explanation that they may require; and to require those persons to attend before them for such a purpose. The Auditor General and their staff may exercise this right at all reasonable times.
16. Information
17. You acknowledge that we are subject to the requirements of the Freedom of Information Act 2000 (the “FIOA”), the Environment Information Regulations 2004 (the “EIR”), the Data Protection Act 2018 (the “DPA”) and the retained EU law version of the General Data Protection Regulations ((EU) 2016/679) (the “UK GDPR”)
18. You acknowledge that we are responsible for determining in our absolute discretion whether:
19. To disclose any information which we have obtained under or in connection with the Funding to the extent that we are required to disclose such information to a person making a disclosure request under the FOIA or the EIR; and/or
20. Any information is exempt from disclosure under the FOIA or EIR
21. You acknowledge that we may share any data you provide to us with fraud prevention agencies and third parties for the purposes of preventing and detecting fraud. Any personal data we collect will be managed in accordance with our Privacy Notice which is available to view here <https://www.gov.wales/privacy-notice-welsh-government-grant>
22. Equality

You must have in place and apply equality policies covering employment, use of volunteers and provision of services, in accordance with the Equality Act 2010.

1. You must only use the grant for the approved project. You must ask us if you want to make changes to your project.
2. You must not start work until you have received the formal grant offer from us
3. You will give us any progress reports or financial information we may need during the project.
4. We will pay 80% of your grant award up front. You must claim the remaining 20% by 15th March 2024. Claims must be made with supporting evidence of expenditure, e.g. invoices.
5. You will take part in our evaluation.
6. You will take part in our mentoring scheme and cohort learning events.
7. If you buy goods and/or services they must be purchased in a competitive and sustainable way so as to demonstrate that you have achieved best value in the use of public funds and complied with your conflict of interest policy at the relevant time.
8. You will publicise your project in line with our guidance.
9. 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
10. 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 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 or the Welsh Government 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 or
* You fail to keep any of these standard terms of grant
1. Nothing in the Conditions transfers to us any rights in any intellectual property created by you as a result of your project.
2. You must not use any part of the funding for any kind of activity which could bring AIM or the Welsh Government into disrepute. This includes, but is not limited to, party political purposes, the promotion of particular secular, religious or political views, gambling, pornography, offering sexual services or any kind of illegal activities.

**Schedule 1**

**Notification Events**

1. Repayment of any part of the Funding in accordance with any relevant legislation;
2. You fail to comply with any of the Conditions
3. The Funding, in full or in part, is not being used for the Purposes
4. You fail to achieve any or all of the Targets
5. There is unsatisfactory progress towards completing the Purposes, including meeting the Targets
6. You fail to provide information about the Purposes requested by us or any UK subsidy enforcement body or any of its auditors, agents or representatives
7. We have reason to believe that you and / or any of your Personnel are involved in fraudulent activity or have been involved in fraudulent activity (whilst the Purposes are/were being carried out)
8. We have made an overpayment of Funding to you
9. There is duplication of Funding in respect of any part of the Purposes. This includes but is not limited to any payments received by your in relation to the effects of the spread of the Coronavirus (COVID-19) from your insurance provider (cancellation / business disruption insurance), the UK Government’s Coranavirus Job Retention Scheme and / or any Welsh Government fund scheme
10. There has been a modification (qualification, adverse or disclaimer) to the auditor’s opinion on your financial statements
11. An event or circumstance has occurred and is outstanding which constitutes (or with the expiry of a grace period, the giving of notice, the making of any determination or combination thereof, would constitute) a default or termination event (howsoever described) under any other agreement or instrument which is binding on you or to which any of your assets is subject
12. A moratorium in respect of all or any of your debts or assets or a composition of an agreement with your creditors is agreed , applied for, ordered or declared
13. You stop or suspend payment of any debts or are unable, or admit in writing, your inability, to pay your debts as they fall due
14. The value of your assets is less than your liabilities (taking into account contingent and prospective liabilities)
15. You commence negotiations, or enter into any composition, compromise, assignment or arrangement, with one or more of your creditors with a view to rescheduling any of your indebtedness (because of actual or anticipated financial difficulties)
16. Any action, proceedings, procedure or step is taken in relation to you in relation to:
17. The suspension of payments, a moratorium in respect of any indebtedness, winding up, dissolution, administration or reorganisation (using a voluntary arrangement, scheme of arrangement or otherwise) or
18. A composition, compromise, assignment or arrangement with any of your creditors or
19. The appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of you or any of your assets
20. A statutory demand is issued against you
21. You cease, or threaten to suspend or cease, to carry on all or a material part of your business
22. There is a change in your constitution, status, control or ownership and/or your external auditors resign
23. You fail to comply with any statutory reporting obligations which are applicable to you (including, but not limited to, filing requirements at Companies House, the Charity Commission, the Financial Conduct Authority)
24. There is any change, whether permanent or temporary, in your shareholders, directors, trustees or partners and/or Personnel which may affect your ability to deliver the Purposes
25. Any event occurs or circumstances arise which in our opinion gives reasonable grounds for believing that providing the Funding and/or the continuation of the arrangements contemplated by this letter could bring us into disrepute
26. Any event occurs or circumstances arise which in our opinion gives reasonable ground for believing that you may not, or may be unable, to perform or comply with any of your obligations under the Conditions.