

Example conditions of grant

Below are the standard conditions that we ask grant holders to sign up to when accepting a grant from Comic Relief. These conditions are provided here only as an example; we will send all new grant holders a conditions of grant document specific to their grant at the time of making the grant offer. Please note that we reserve the right to amend these conditions on a case by case basis.

Conditions of grant

Comic Relief ('we' or 'us') has decided to award _____ (the 'grant holder' or 'you') a grant titled _____ for the project described in your proposal submitted on _____ (as amended as set out below) (the 'project'). The grant, ID _____ (the 'grant') is for _____ over _____ starting on _____ (the 'grant period').

This agreement is a legally binding contract under which Comic Relief awards a grant and you accept the terms and conditions on which the grant is awarded. This is not a contract for services.

COMIC RELIEF AWARDS THE GRANT TO YOU, SUBJECT TO YOUR COMPLYING WITH THE FOLLOWING CONDITIONS:

1 Payments and conditions

1.1 Payment schedule - The payment schedule for this grant is shown below, with the conditions associated with each payment. Each payment will be made once the associated conditions have been met and reviewed to Comic Relief's satisfaction - the review process can take up to one month. Any delay in meeting the condition due date may result in the payment being delayed - this will be reflected in your payment schedule.

Payment No.	Condition due date	Amount	Condition
1			
2			
3			
Total			

N.B. In each year of your grant, apart from the final year, we will provide you with 50% of the annual project budget at the start of the year and 50% six months into the year. We retain 10% of the final year payment until the final report and accounts have been received.

1.2 Availability of funds - Payment of the grant is subject to the necessary funds being available when payment falls due. You accept that payments can only be made to the extent Comic Relief has available funds.

2 Use of grant

2.1 Charitable use - The grant is a donation and must only be used for charitable purposes (as defined under the laws of England, Wales and Scotland) and in accordance with the terms and conditions of this agreement.

2.2 Purpose of use - The grant must only be used for the project and in accordance with your proposal, as amended by any conditions arising during assessment (set out in part 1 above) and any other amendments agreed in writing by Comic Relief. Any changes in use of the grant after the date of this agreement, and any significant changes to the project, must have the prior written agreement of Comic Relief.

2.3 Third party funding - You agree not to apply for duplicate funding in respect of any part of the project or related costs that Comic Relief is funding in full under this agreement

2.4 Equipment and capital items - If any part of the grant is used to purchase capital items, the items must be predominantly used for the purposes of the project. If you wish to sell or dispose of the item (other than in order to make a direct replacement), or use it for any other purpose, either during or after the end of the project, you must obtain our prior written approval, which may be conditional on our being compensated for such use.

2.5 Salaries - If any part of the grant is used to fund the employment of staff, the staff must devote substantially all of their salaried time to the funded activity. Staff appointed should be recruited through open advertising whether the post is advertised internally or externally.

2.6 Unspent funds - any funds that are unspent at the end of the grant period must be promptly returned to Comic Relief, unless we give prior written approval to a written request either proposing how unspent funds will be used, or for an extension of the grant period. Proposals for the use of unspent funds must be for work that is consistent with the overall aims of the original grant. You may not use the unspent funds without our prior written approval.

2.7 Other conditions - Requests for further funding must be the subject of a new proposal. The grant will not be increased in the event of any overspend in delivering the project, or any liabilities arising at the end of the project. You may not use the grant to pay for commitments entered into before the start date. Reclaimable Value Added Tax (VAT) must not be included among costs to be met from the agreed budget.

2.8 Partner organisations - This clause applies only when partner organisations, as defined in the proposal, are managing a share of the project budget. Unless otherwise agreed by Comic Relief, you must send copies of this agreement, your original proposal and any agreed amendments to all partner organisations funded by the grant. You must ensure that the partner organisations comply with the provisions of this agreement. You must ensure that any partner organisations funded by the grant only use the grant for the purposes awarded by us. This must include verifying

expenditure by the partner organisation. As we make grants to you, we will hold you responsible in the event that any partner organisation funded by the grant does not comply with the provisions in this agreement.

3 Reporting

3.1 Regular reports - You must monitor the delivery and success of the project throughout the grant period to ensure that the aims and objectives of the grant and the project are being met and that this agreement is being adhered to. You must submit reports to Comic Relief in accordance with the schedule in section 1 of this agreement.

3.2 Accounts - The grant shall be shown in your accounts as a restricted fund and shall not be accounted for under general funds. If you are not required to file audited accounts by a regulatory body you must produce an independently verified Income and Expenditure statement and balance sheet on an annual basis within the nine months of the end of each financial year - the cost of doing so may be borne by this grant.

3.3 External evaluations - If any of the grant has been awarded to fund an evaluation of the grant by an independent consultant, you must consult Comic Relief at least one month in advance regarding the selection of the consultant and the draft terms of reference and you must ensure that the consultant seeks Comic Relief's input into the evaluation.

3.4 Notification of issues and changes in the organisation/ funded project - You must inform Comic Relief immediately if you become aware of anything that could reasonably be expected to have an adverse effect on you, the grant, the funded project or Comic Relief. This includes any:

- a) significant delays or overspend to the project
- b) adverse publicity
- c) allegations or suspicion that any part of the grant has been misused
- d) significant changes in key project staff, senior staff within the organisation or trustees
- e) material change in your financial position or prospects.
- f) changes of auditors
- g) legal proceedings have been started against your organisation or you have instigated legal proceedings against any other party
- h) safeguarding incident (namely, any incident concerning a member of staff or volunteer that has led to a referral to a relevant authority or any practice in your project that has resulted in contact with a relevant authority because of safeguarding concerns).
- i) serious incident report which has been made to any regulatory authority (e.g. Charity Commission, Registrar of Companies, Office of the Scottish Charity Regulator, Information Commissioner's Office, the Fundraising Regulator or any NGO regulator).
- j) other matter that could damage Comic Relief's reputation or bring Comic Relief into disrepute.

3.5 Regulatory compliance - You must meet your reporting requirements to your regulatory body/ies (for UK-based organisations this would include the Charity Commission, the Office of the Scottish Charity Regulator and Companies House) and send Comic Relief a copy of your annual report and accounts (as filed with your regulatory body). Each party shall ensure that in the performance of its obligations under this agreement it will comply with all applicable data protection law.

3.6 Records and controls - You must keep separate, accurate, detailed and complete financial records of how the grant is used (including retaining original receipts) and have in place suitable controls for ensuring that the grant is only used in accordance with this agreement. You must keep all records relating to the grant for at least six years following the final payment on the grant. You must maintain records of payments to third parties out of the grant and you must ensure that third parties maintain records for inspection by Comic Relief of monies received under the grant and expenditure. You must also keep an asset register of all assets purchased with Comic Relief monies.

3.7 Right of audits - Comic Relief has the right to review and take copies of your accounts and financial records relating to the grant at any time within the period stated in paragraph 3.6 above, and we may appoint an auditor to do so on our behalf. You must provide reasonable assistance to us and our auditor for these purposes, including providing access to your premises and records on reasonable notice.

3.8 Our monitoring - You agree (during the term of this grant or after that time) on written request to provide Comic Relief, and any persons authorised by Comic Relief, with immediate access to your staff, premises and records and to the staff, premises and records of any other organisation funded by the grant for the purpose of monitoring and evaluating the use of the grant, and to provide any information and explanations to assist with this. In addition you will ensure that any partner organisation funded by the grant provides any persons authorised by Comic Relief with access to the organisation's funded activities on reasonable notice at least once during the grant period, to enable Comic Relief to monitor the use of the grant and to support our learning about our grant making.

3.9 Procurement - You will on written request provide Comic Relief with full details of your procurement policies (and the procurement policies of partner organisations and others receiving funds under this grant) for the purchase of assets and the provision of services by third parties. You will ensure that this provision is inserted in the agreements with partner organisations.

3.10 Child and Vulnerable Persons Protection - The grant holder shall ensure that it has (and that all partner organisations have) a written child and vulnerable persons protection policy and all staff and representatives and other persons and organisations involved in the implementation of the grant are obliged to follow, and have received training in the implementation of, the policy (or the partner's organisation's policy, as applicable).

The grant holder shall ensure that its (and all partner organisations') child and vulnerable persons protection procedures provide step-by-step guidance on what action to take if there are concerns about a child's or vulnerable person's safety or welfare. The consequences of breaking the guidelines on behaviour must be clearly stated and must also be linked to organisational disciplinary procedures.

3.11 Further funding - Comic Relief reserves the right to refuse to consider further funding proposals from you if you have not met the necessary conditions associated with this grant.

3.12 Open data - As part of Comic Relief's commitment to transparency on its grant making, Comic Relief reserves the right to publish data on your grant on the Comic Relief website and public data platforms such as 360Giving or the International Aid Transparency Initiative (IATI). This data may include start and end dates of the grant, grant amount, your organisation name, any project partners' names, your organisation's location (UK local authority if within the UK, or country if outside the UK), location of where the project is working (UK region if within the UK, or country if outside the UK), project title, summary description and thematic focus of the project.

Comic Relief also reserves the right to pass on information related to your project to third parties (including third parties who have been contracted by Comic Relief to undertake evaluations, learning studies or provide other services to Comic Relief).

3.13 How to raise concerns - Comic Relief is committed to operating with openness, honesty and integrity. We recognise that an important part of this commitment is ensuring we have a policy and the processes in place to ensure those who may have concerns about our organisation or operations can freely report any such concerns. You can find our "How to Report Concerns" policy [here](#). You will ensure that (i) those who work for you or with you are made aware of this policy, including any funding partners, and know that they may contact Comic Relief at any time to raise concerns (ii) you implement and operate your own "how to report concerns" policy and process (so as to ensure that anyone who works with you or for you knows how they may raise concerns with you).

4 Communications and visits

4.1 Communication visits - Comic Relief is a fundraising and awareness-raising organisation and uses the media to publicise the activities that it funds. Therefore, in addition to monitoring visits, we may wish to organise communication visits by Comic Relief staff, supporters and the media to the activities supported by the grant to interview, photograph and film those involved. You will make every effort to provide us with reasonable assistance with our visits, including providing information regarding the activities.

4.2 Acknowledgement - An acknowledgement of the source of the grant must appear in your annual report and accounts and, where agreed with Comic Relief, in publicity or literature concerning a project that we have funded.

4.3 Use of logo - For so long as you are a Comic Relief grant holder you may use the 'Funded by Comic Relief' logo, available [here](#) in accordance with our 'Funded by Comic Relief Logo Guidelines' available [here](#) (as we may update from time to time). In respect of any online marketing you may wish to undertake in respect of the grant and/or your relationship with Comic Relief under the terms of this Grant, you agree not to buy as advertising keywords or use as meta tags (i.e. the bits of code that help tell search engines what a web page is about) the following words/phrases: 'red nose day', 'rednoseday', 'RND', 'comic relief' "comicroelief"; or any other words or phrases associated with Comic Relief.

4.4 Publication of research - In the event that any significant or otherwise notable research or other published work is funded by the grant, you agree to make the results of the research freely available to the public within a reasonable period, unless otherwise agreed with us. You must acknowledge Comic Relief in any findings you publish. You agree to submit all publications to us for our written approval in advance of publication. Comic Relief will have the right to use the results of such research or published work as it sees fit in whatever form such research or published work appears.

5 Intellectual property and confidentiality

5.1 Ownership of rights - Subject to paragraph 5.2 below, each party remains the owner of any intellectual property rights in information, reports, technology, know-how or other materials owned by that party before the start date, or developed by it during the grant period.

5.2 Commercial rights - In the event that any intellectual property rights arise from the use of the grant that may be of significant commercial value, you must notify us with details. The parties agree that such intellectual property rights will be jointly owned by the parties unless otherwise agreed and that any exploitation of them shall be subject to the prior written agreement of the parties.

5.3 Confidentiality - Each party shall keep confidential all information of a confidential nature relating to the other party and its affairs which is disclosed as a result of this agreement, and shall not disclose the information to any person except as necessary to perform its obligations under this agreement. These obligations do not apply to information which:

- a) at the time of its disclosure by the disclosing party is already public or which subsequently becomes public other than by breach by the receiving party
- b) is already known to the receiving party when received from the disclosing party (and was not acquired under any other obligation of confidence)
- c) is acquired after the date of this agreement by the receiving party from a third party who has the right to disclose it to the receiving party without breaching any obligations of confidence to the disclosing party
- d) the receiving party is required to disclose to any statutory or governmental body.

6 Suspension or termination of grant

6.1 Circumstances leading to suspension or termination -Whilst Comic Relief's intention is that the grant will be paid in full, we have the right to suspend indefinitely and/or terminate the payment of any or all grant payments without prejudice to our other rights and remedies, by notifying you in writing if any of the following circumstances occur in relation to you and/or a partner organisation involved in the delivery of the project

- a) you are in material breach of any of the terms and conditions of this agreement (and have not remedied the breach within 30 days of receipt of notice from Comic Relief requiring you to do so)
- b) Comic Relief reasonably believes that any of the grant may have been used unlawfully, including fraud or bribery
- c) Comic Relief reasonably believes that you are not or will no longer be able to deliver the project or comply with this agreement
- d) anyone connected with you or the project intentionally makes any false communication which could harm Comic Relief's reputation
- e) you cease to operate for any reason, become insolvent, are unable to pay your debts, an order is made or resolution passed for your winding-up, or a liquidator, receiver or similar office is appointed in respect of any of your assets (or anything similar or analogous occurs)
- f) (in the case of suspension only) an allegation is made that anyone connected with you or the project has acted dishonestly or unlawfully or that you or anyone connected to you or the project has done anything which could harm Comic Relief's reputation.

6.2 On suspension of grant - If Comic Relief suspends any grant payment, you must assist with our reasonable investigations. We reserve all our rights during any suspension, including the right to suspend any further grant payments and to impose additional reasonable terms and conditions as a condition of resuming grant payments. Whilst the grant is suspended, you must not use any unspent grant money without the prior written approval of Comic Relief.

6.3 On termination of grant - If Comic Relief terminates the grant, you must promptly return all unspent grant monies to us and complete an end of grant report. We reserve the right to take action to recover grant payments already paid to the grant holder. You must deal with any capital assets purchased using the grant as instructed by Comic Relief.

6.4 Repayment of grant - To the extent that you are unable to demonstrate to our reasonable satisfaction that any part of the grant has been used in accordance with this agreement, you agree to repay promptly such sums to us on demand, whether or not you have spent that part of the grant.

7 General

7.1 General conditions -The grant holder warrants and undertakes that:

- a) all information it provides in relation to the grant, including its proposal and financial reports, is true and accurate to the best of its knowledge and belief
- b) since the date of the last accounts submitted to Comic Relief there has been no material change in its financial position or prospects
- c) it has all necessary resources and expertise to deliver the project (assuming due receipt of the grant)
- d) it is not subject to any restriction, whether imposed by its constitution any contract or otherwise, which may prevent or materially impede it from meeting its obligations
- e) it shall comply with all relevant legislation and codes of practice, including those relating to bribery, data protection, and health and safety and shall confirm comply in full with Comic Relief's Anti-Bribery and Corruption Policy ("The Anti-Bribery Policy") a copy of which can be found here. You will ensure that all agreements with partner organisations or any other parties involved with the implementation of the grant contain a provision requiring (i) compliance with the Anti-Bribery Policy by the partner organisation or other party who shall confirm compliance with the Policy in writing and (ii) any infringements of that policy to be reported.
- f) it has and shall keep in place suitable systems for dealing with any conflicts of interest and for preventing fraud, bribery and any other misuse of the grant.

7.2 Duration - Except as otherwise set out in this agreement, this agreement continues in force until all the grant is spent in accordance with this agreement or returned to Comic Relief and all conditions of grant are fulfilled.

7.3 Effects of termination - All provisions of this agreement which are necessary for its interpretation or enforcement shall remain in full force and effect after termination. Termination of this agreement for any reason shall not affect the accrued rights of the parties at the date of termination.

7.4 Liability - Comic Relief accepts no liability for any consequences, whether direct or indirect, that may arise from your running of the project, the use of the grant, or from suspension or termination of the grant. If you pay any part of the grant to a third party, you have sole control over their selection and supervision and you are responsible for ensuring they use the grant in compliance with this agreement.

7.5 Indemnity - You shall indemnify Comic Relief and its officers and employees on demand with respect to all claims, demands, actions, costs, expenses, losses, damages and all other liabilities arising from your actions or omissions in relation to the project, the non-fulfilment of your obligations under this agreement, or your obligations to third parties.

7.6 Transfer and assignment - You may not transfer or pay any part of the grant to any other person or organisation, except as contemplated as part of the project, and you may not assign, transfer, license, or sub-contract the benefit or burden of this agreement to any third party.

7.7 Waiver - A failure or delay in exercising any rights, remedy or power provided under this agreement or by law does not constitute a waiver of that or any other right, remedy or power.

7.8 Relationship - This agreement shall not create any agency relationship, partnership or joint venture between the parties, nor authorise any party to enter into any commitments on behalf of the other party. Nothing in this agreement shall be construed as the provision of a service to Comic Relief.

7.9 Third party rights - Nothing in this agreement is intended to confer on any third party any benefit or right to enforce any provision of this agreement, under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

7.10 Entire agreement - This agreement constitutes the entire agreement and understanding of the parties and supersedes all prior oral or written agreements, understandings or arrangements between them relating to the subject matter of this agreement.

7.11 Interpretation - - The headings in this agreement are for convenience only and do not affect its construction. Where appropriate, words denoting the singular only shall include the plural and vice versa. Reference to "include", "includes" and "including" shall be construed as if they were followed by the words "without limitation".

7.12 Governing law - This agreement and any dispute arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

7.13 Jurisdiction - The parties irrevocably submit to the jurisdiction of the English courts. This clause shall not limit the right of Comic Relief to take proceedings in any other court of competent jurisdiction (and the taking of proceedings in any other jurisdictions, to the extent permitted by the law of such other jurisdiction).

7.14 Changes - We reserve the right to amend this agreement at any time. We will notify you of any changes. Once notified, any changes will apply to this agreement.

If _____ accepts the grant, this agreement must be signed on behalf of the grant holder and uploaded to GEM (Comic Relief's grant management system).

This document shall be deemed to have been executed and takes effect on the date on which it was sent by email by Comic Relief.

Signed by: _____

For and on behalf of Charity Projects
(operating as Comic Relief)

Signed by:

For and on behalf of _____

Print name:

Position: