

# CAF RESILIENCE FUND CONDITIONS OF GRANT

## 1. Overview

The conditions of grant (CoG) together with the Grant offer letter application sent to you by us and attached to these terms “Grant Offer Letter” sets out how grantees and Charities Aid Foundation (CAF) propose to work together. The CoG is intended to promote effective working and communication between the parties.

By submitting an application for a grant, the applicant accepts and agrees to be bound by the conditions of grant.

## 2. Purpose of the grant

This CAF Resilience Fund grant offered is to be used for charitable purposes only to continue your organisation’s core work or Covid-19 emergency response activities during the current health emergency only, as outlined in your application.

The grants shall not be used for the following purposes:

- Payment that supports lobbying or activity intended to influence or attempt to influence Parliament, Government or political parties, or attempting to influence the awarding or renewal of contracts and grants, or attempting to influence legislative or regulatory action;
- Using grant funding to petition for additional funding;
- Input VAT reclaimable by you from HMRC;
- Payments for activities of a political or exclusively religious nature;
- Payments to carry out long term research;
- Goods or services that you have a statutory duty to provide;
- Payments reimbursed or to be reimbursed by other public or private sector grants or repayment of loans, or debt repayments to HMRC or other crown debt
- Contributions in kind (i.e. a contribution in goods or services, as opposed to money);
- Depreciation, amortisation or impairment of fixed assets owned by you;
- The acquisition or improvement of fixed assets by you (unless the grant is explicitly for capital use – this will be stipulated in the Grant Offer Letter); Interest payments (including service charge payments for finance leases);
- Gifts to individuals other than promotional items with a value of no more than £25 a year to any one individual;
- Entertaining (entertaining for this purpose means anything that would be a taxable benefit to the person being entertained, according to current UK tax regulations);

- Statutory fines, criminal fines or penalties;
- Liabilities incurred before the 1<sup>st</sup> October 2020 unless agreed in writing by Us;
- Use in respect of costs reimbursed or to be reimbursed by funding from any other source; or
- Use to purchase buildings.

### **3. Term**

The funds must be spent by 31<sup>st</sup> March 2021, and you should contact CAF immediately if that is not possible or something happens which means it is unlikely to be achievable. Variations on the activities to be funded by the grant or the timescale for spending the grant can only be made by written agreement with CAF.

### **4. Monitoring and Reporting**

Grant recipients will be required to submit financial reporting for the lifetime of the grant. Grant recipients will also be required to submit an impact evaluation. Details of the reporting requirements will be set out in the Grant Offer Letter.

You must ensure that all records, including financial records, relating to the Grant are accurate and up to date. You must keep these records for seven years after the Grant has finished. You must provide copies of these, if requested. If you are unable to provide suitable evidence of eligible expenditure, if requested, you may be required to return some or all of the Grant.

You must, if we ask you to, provide us with such further information, explanations and documents as we may reasonably require in order for us to determine whether the conditions of the Grant have been met.

You must provide us with written confirmation when the money has been completely spent. Details for this will be set out in the Grant Offer Letter.

Please note that failure to complete the above may affect any future applications from your organisation and may result in funds being withdrawn.

### **5. Return of Grant Funds**

If for any reason grant recipients are unable to use the funds for the original purpose intended (without prior written agreement), or to spend the funds by 31<sup>st</sup> March 2021 CAF will require any or all of the unspent monies to be returned.

In the event of the organisation closing down, you shall notify CAF immediately and CAF will be entitled to recover the grant paid and remaining unspent at that time. If you fail to take adequate measures to investigate and resolve any reported financial irregularities that we ask you to, or you do not cooperate with any reasonable post due diligence processes that we ask you to, CAF will be entitled to recover the grant paid and remaining unspent at that time from you.

If CAF has evidence that a grantee has committed substantial errors, irregularities or fraud or been involved in any illegal activity in the award procedure or while implementing the Grant or is in material breach of any of the terms of this Grant agreement or takes any action which in our reasonable opinion brings CAF's name or reputation into disrepute, the Grantee will be required to return any or all of the Grant monies.

Grantees shall promptly repay any money incorrectly paid to it either as a result of an

administrative error or otherwise. This includes (without limitation) situations where either an incorrect sum of money has been paid or where grant monies have been paid in error before all conditions attaching to the grant have been complied with by Grantee.

We may vary or suspend and/or require repayment of the Grant already paid, if we are required to do so as a result of any obligation arising under European Union law (including any decision by the European Commission).

You agree that you will not apply for, or obtain, funding provided by a third party to you, which is for the same purpose for which the Grant was made and if you do so, the Grant paid to you by us will be immediately repayable.

You acknowledge that the amount of the Grant specified in the Grant Offer Letter is the total amount of Grant that we shall pay you and that this amount will not be increased as a result of any overspend or otherwise.

## **6. Data sharing**

You agree for data related to your organisation and any subsequent information about the grant and the use of the grant provided in the grant application and grantee reports to be shared with DCMS for the purpose of due diligence checks and programme reporting and monitoring purposes. No personal data will be shared.

You agree for organisational and grant data to be shared with 360Giving for the purposes of publication of the awards made through this fund. [360 Giving](#) are a UK-based charity that helps organisations publish open, standardised grants data, and empowers people to use it to improve charitable giving. No personal data will be shared.

## **7. Acknowledgement of grants**

Grant recipient shall acknowledge the Grant Award in its annual report and accounts. Grant recipients may acknowledge the support of the CAF Resilience Fund on their website or social media, but the use of CAF logo, weblinks to CAF website or further publicity is not expected or required as part of this grant.

## **8. Value for money**

You should have policies and procedures in place that will assure us that best value for money has been obtained in any procurement of goods or services funded by the grant.

## **9. Equality and inclusivity**

During the period of the grant we expect you to act in a fair and open manner without distinction as to race, religion, age, gender, sexual orientation or disability, and in compliance with relevant legislation.

## **10. Children, young people and vulnerable adults**

We wish to encourage a commitment to keeping children, young people and vulnerable adults safe from harm and exploitation and to upholding their rights. If your activities involve children, young people and vulnerable adults you must ensure you have

appropriate policies in place such as a written safeguarding policy.

### **11. Code of Conduct**

You agree to take account of the Code of Conduct for Recipients of Government General Grants

[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/771152/2019-01-15\\_Code\\_of\\_Conduct\\_for\\_Grant\\_Recipients\\_v.1.01.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/771152/2019-01-15_Code_of_Conduct_for_Grant_Recipients_v.1.01.pdf) .

- a) You shall immediately notify Us if You become aware of any actual or suspected breaches of the principles outlined in the Code of Conduct;
- b) You acknowledge that a failure to notify us upon becoming aware of an actual or suspected breach of the Code of Conduct may result in our immediately taking action to recover some or all of the funds paid to You.

### **12. Liability of future funding**

There is no commitment to renewing or continuing financial support after this grant. We will not be liable for any losses or charges that you incur as a result of payments being cancelled for any reason.

### **13. Governing Law and Jurisdiction**

The grant agreement shall be governed by and construed in accordance with the law of England and Wales.

