

<b>ISLE OF ANGLESEY CHARITABLE TRUST</b>	
<b>COMMITTEE</b>	ISLE OF ANGLESEY CHARITABLE TRUST
<b>DATE</b>	13 September 2016
<b>TITLE OF REPORT</b>	Grant Awarding Process
<b>PURPOSE OF REPORT</b>	To agree the process for the awarding of large grants including determining the level of funding available and the process for monitoring grants awarded
<b>REPORT BY</b>	Treasurer – Isle of Anglesey Charitable Trust
<b>ACTION</b>	To resolve to accept the recommendations put forward by Officers of the Trust

## 1. INTRODUCTION

- 1.1. The Charitable Trust has for a number of years awarded small grants to local community groups and organisations. Currently up to £8,000 is awarded and the process has been established over a number of years and works well. These grants are funded from the investment income generated each year.
- 1.2. Over recent years, the Trust has also awarded larger grants to organisations working on Anglesey. Initially grants were awarded on a case by case basis as requests were made to the Trust but in January 2016 a more formal process was introduced, although its introduction has raised a number of issues which this report will address along with recommendations designed to provide the Trust with a long term robust process.

## 2. SUMMARY OF LARGE GRANTS AWARDED

- 2.1. The Trust has awarded the following large grants in recent years and these are detailed in Table 1 below:

**Table 1  
Large Grants Awarded by the Trust**

Organisation	Grant Awarded Each Year					Total £
	2014 £	2015 £	2016 £	2017 £	2018 £	
Anglesey Young Farmers	30,000	30,000	30,000	30,000	30,000	<b>150,000</b>
Urdd Gobaith Cymru	40,000	40,000	40,000	40,000	40,000	<b>200,000</b>
Island Games Association	50,000	40,000	40,000	40,000	40,000	<b>210,000</b>
Holyhead & Anglesey Weightlifting & Fitness Centre	-	60,000	-	-	-	<b>60,000</b>
Menter Môn Leader Scheme	-	110,000	110,000	110,000	-	<b>330,000</b>
Anglesey Agricultural Show	-	60,000	-	-	-	<b>60,000</b>
Menter Iaith Môn	-	-	50,000	-	-	<b>50,000</b>
Eisteddfod Genedlaethol Cymru	-	-	37,500	-	-	<b>37,500</b>
Llangefni Social Enterprise	-	-	37,500	-	-	<b>37,500</b>
Cwmni Fran Wen	-	-	45,000	-	-	<b>45,000</b>
<b>TOTAL AWARDED</b>	<b>120,000</b>	<b>340,000</b>	<b>390,000</b>	<b>220,000</b>	<b>110,000</b>	<b>1,180,000</b>

- 2.2. Following on from the decision to award the grants in January 2016 a number of other organisations have come forward asking how they can apply for larger grants, some stated that they were not aware that the Trust were inviting applications and some raised questions over what was an eligible application i.e. could the grant be used to cover running costs and if an organisation had received a small grant previously did this stop them making an application for a larger grant and vice versa.
- 2.3. If it is the Trust's intention to make annual awards of larger grants by using the growth in the capital value of the investments then a more formal, clearly defined process is required to ensure that grants are awarded in a fair and equitable manner, where the opportunity is open to all.

### **3. FUNDING LARGER GRANTS**

- 3.1. In 2016 a sum of £200,000 was allocated by the Trust as the sum available for larger grants. The decision was taken at a full meeting of the Trust based on a recommendation made by the Treasurer who had been in consultation with the Investment Managers. The figure was based on allocating 20% of the expected growth in the capital value of the fund during 2016.
- 3.2. In order to allow sufficient time for a formal application process to be undertaken the decision as to the amount available for larger grants needs to be taken earlier in the financial year. The Trust resolved at its meeting on 27 January 2016 that the decision as to the sum available each year for larger grants is delegated to the Investment and Contracts Committee. It is proposed that the decision is taken at the November meeting of that Investment and Contracts Committee each year based on a recommendation from the Treasurer in consultation with the Investment Managers from HSBC.

### **4. APPLICATION PROCESS FOR LARGER GRANTS**

- 4.1. To date no formal application process has been set up for the larger grants, previous awards have been made either following an organisation approaching the Trust and asking for financial assistance or as happened in January 2016, following an application process which was not widely advertised due to the time constraints.
- 4.2. It is therefore proposed that the application process is formalised as follows:-
  1. In November each year the Investment and Contracts Committee determine the sum available to fund larger grants. It may arise, that due to a reduction in the capital value of the investments, the Committee decides not to allocate any funding to larger grants.
  2. If funds are available, organisations should be invited to submit applications. The invitation should be publicised through placing advertisements in local newspapers and by using the Council's website and social media (as currently happens with the smaller grants).
  3. The deadline for submitting applications would be 31 January.
  4. Applications would then be assessed by the members of the Regeneration Committee during February with recommendations being considered by the meeting of the Full Trust in March each year.

## **5. QUALIFYING CRITERIA**

- 5.1. The qualifying criteria for the larger grants are based on two previous reports which have been considered by the Trust

### **22 September 2015**

- i. The report confirmed that applications must assist in the delivery of at least one of the 8 objectives of the Trust.
- ii. No organisation would be awarded a larger grant in any two consecutive years or in more than two years in any five.
- iii. Applications must not cover interest payments, financing charges or any banking fees.

### **27 January 2016**

- i. Applicants needed to demonstrate the sustainability of the project and that it could continue without further grant funding from the trust
  - ii. Applicants needed to demonstrate what the success criteria for the project would be and how they would be measured
- 5.2. The question that has been raised is whether the larger grants can be used to meet revenue running costs of the organisation or are grants limited to capital projects as is the case with the smaller grants. To date the larger grants awarded have covered both one year capital projects and been a contribution to the running costs of the organisations over a longer period of time.
- 5.3. Allocating grants for specific capital projects does make it easier to measure the impact that the grant has had and makes the monitoring of compliance against the original application easier but the objectives of the trust does not specifically mention that assistance will only be given towards capital projects.
- 5.4. As one of the previous criteria set was sustainability, it would be difficult for any application which requests assistance with funding the running costs of a project or organisation to meet the sustainability criteria, unless the applicant could demonstrate that the funds from the Trust would be replaced with funding from other sources or by means of the organisation generating additional income in the future. It is therefore proposed that applications which request assistance to meet general running costs should be considered but the applicant must be able to clearly demonstrate that the project is sustainable once the funding from the Trust ends.
- 5.5. Clarity is also required on the point as to whether an organisation who has previously received a small grant can then make an application for a larger grant. As the Trust has previously decided that an organisation cannot receive a grant in consecutive years and no more than two grants in any five year period, it is reasonable for this to include small or large grants? i.e. an organisation cannot receive a small grant in one year followed by a larger grant in the next but they can receive a small grant and a large grant in any rolling five year period.

## **6. LEGAL AGREEMENTS**

- 6.1. To date no formal standard legal agreement has been drawn up and agreed by the Trust. The legal agreement would clearly set out what the grant funding should be used for, what performance targets have been set, how the project will be monitored and set out the rights of access for the Trust and allows for the recovery of the grant should it be deemed necessary to do so. A draft of a standard agreement is attached as Appendix 1 and the Trust is asked to approve this draft, although it should be noted that some parts of the agreement will change for each grant awarded.
- 6.2. The question which then arises is the level of security the Trust requires in respect of each individual grant, in order that the grant can be recovered from an organisation should the need arise. It is noted that it is not the intention of the Trust to make applying for a grant difficult or that the Trust would immediately seek to recover a grant when a breach to the grant conditions occurs. The level of security can differ and can include:-
1. A charge being placed on the assets purchased with the grant and the charge not being released until such time that all the grant conditions have been complied with.
  2. A charge on other assets owned by the organisation and again the charge is not released until such time that all the grant conditions have been complied with.
  3. A performance bond being requested equivalent to the full value of the grant. Putting such a bond in place would come with a cost which could fall on either the applying organisation or the Trust itself.
  4. A parent company guarantee (if a parent company exists). This may not always be possible.
  5. Reliance on the grant funding agreement as the legal basis to recover the grant. This may be costly in terms of legal fees and may not be successful e.g if the organisation enters administration or liquidation and there are insufficient funds available to repay the grant.
- 6.3. The Trust is requested to consider the above and determine the level of security they wish to have in place within the agreement.

## **7. MONITORING COMPLIANCE WITH THE GRANT CONDITIONS**

- 7.1. For the smaller grants, the monitoring of compliance with the grant conditions rests with an Officer who forms part of the Administration Team within the Lifelong Learning Service assisted by staff of the Finance Service. The work for the Trust is undertaken in addition to their duties as an employee of the Council.
- 7.2. The monitoring work for these smaller grants is normally straight forward in nature and normally only requires the staff to ensure that documentary confirmation is received that the expenditure has been incurred. A monitoring visit may also be undertaken to confirm that assets purchased are still in the applicant's ownership.

- 7.3. Projects funded by larger grants are more complex in nature and may require the examination of the applicant's accounting records and may require monitoring over a longer period as the funded project progresses e.g. it may be a large capital project, part funded by the Trust, which is implemented over a longer time period.
- 7.4. Clearly the monitoring of these larger grants is more time consuming and the staff who currently monitor the smaller grants do not have the time to undertake this work in addition to their current duties. The question as to how the Trust monitors the grants it awards along with the general administration work of the Trust, currently undertaken by the Council, needs to be addressed. The administration of the Trust is linked to the future governance structure for the Trust but there is a need to have a short term solution in place to monitor the 10 organisations who have already been awarded a large grant and to set up and monitor any larger grants awarded in 2017. The Trust is requested to determine whether they wish to fund a resource in the short term to monitor and administer the larger grants.

## **8. DECISIONS REQUIRED FROM THE TRUST**

- 8.1. The Trust is requested to consider the following:-
  1. To delegate the decision as to the level of funding available to fund the larger grants to be taken by the Investment & Contracts Committee in November each year.
  2. Whether Members agree to invite applications for larger grants from organisations by means of public advertisement, commencing in November with a closing date of late January.
  3. That the applications for larger grants are considered by the Regeneration Committee who will make recommendations to the full Trust in March each year.
  4. To confirm that organisations can make applications for assistance with running costs but the organisation must be able to clearly demonstrate in their application how the organisation will ensure the future financial viability of the project once the funding from the Trust ceases.
  5. That an organisation that has previously received a small grant can apply for a larger grant but an organisation cannot receive a small grant and a large grant in two consecutive years and that only one small grant and one large grant will be awarded in any rolling five year period.
  6. That the Trust accepts the standard grant agreement and delegates to the Council's Monitoring Officer and Head of Function (Resources) / S151 Officer the ability to amend the agreement as required to meet the individual circumstances of any grant.
  7. That the Trust delegates the power to the Council's Monitoring Officer and Head of Function (Resources) / S151 Officer to determine the level of security required with each individual grant awarded.
  8. That the Trust agrees to fund the cost of additional short term resources to assist in the monitoring of the 10 existing grants awarded and to deal with any further grants awarded pending the decision on the future governance of the Trust.

## PROPOSED GRANT AGREEMENT

DATE:

<b>Recipient(/You/you):</b>	[COMPANY NAME] LIMITED (No. [NUMBER])
<b>Recipient's Address:</b>	[REGISTERED ADDRESS]
<b>[Recipient's Representative:]</b>	Name: [NAME] Title: [TITLE] Email: [EMAIL] Telephone: [Telephone] Postal Address: [POSTAL ADDRESS]
<b>Grantor(/IACT/we/us):</b>	[COMPANY NAME] LIMITED (No. [NUMBER])
<b>Grantor's address:</b>	[ADDRESS]
<b>Grantor's Representative:</b>	Name: [NAME] Title: [TITLE] Email: [EMAIL] Telephone: [Telephone] Postal Address: [POSTAL ADDRESS]
<b>Commencement Date:</b>	[[DATE] <b>OR</b> The date the Agreement has been signed by both parties.]
<b>Grant:</b>	the sum of £[AMOUNT] to be paid to you in accordance with this Agreement.
<b>Grant Period</b>	<b>Grant Period:</b> the period for which the Grant is awarded starting on the Commencement Date and ending on [DATE BY WHICH THE GRANT MUST BE SPENT].
<b>[Schedules:]</b>	[Schedule 1: the Grant Purpose] [Schedule 2: Claim Form] [Schedule 3: I] [DETAILS OF ADDITIONAL SCHEDULES]
<b>Targets</b>	

1. This Agreement is made up of the following:

(a) The Contract Details.

(b) The Conditions.

(d) The additional Schedules specified in the Contract Details.

2. If there is any conflict or ambiguity between the terms of the documents listed in paragraph 1, a term contained in a document higher in the list shall have priority over one contained in a document lower in the list.

This Agreement has been entered into on the date stated at the beginning of it.

**IN WITNESS WHEREOF** the Grantor and the Recipient have each/all executed this contract as a deed the day and year first before mentioned

Signed as a deed by [NAME OF  
CURRENT TRUSTEE[S]] in  
the presence of:

.....

.....

[SIGNATURE OF CURRENT  
TRUSTEE[S]]

[SIGNATURE OF WITNESS]

[NAME, ADDRESS [AND  
OCCUPATION] OF  
WITNESS]

Executed as a Deed by

.....

acting by two of its Directors  
or a Director and its Secretary

Director

Director/Secretary]

**THIS GRANT AGREEMENT is dated [DATE] (“the Commencement Date”)**

**CONDITIONS**

**DEFINITIONS**

In this Agreement the definitions in the Contract Particulars apply and are fully incorporated and the following additional terms shall have the following meanings:

**Agreement:** the Agreement between the Us and You in accordance with the Contract Details, the additional Schedules and these Conditions.

**Bribery Act:** the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation.

**Conditions:** these Definitions, interpretation and the terms and conditions set out in clause 1 to clause 21 (inclusive).

**Governing Body:** the governing body of the Recipient including its directors or trustees.

**Grant Period:** the period for which the Grant is awarded starting on the Commencement Date and ending on [DATE BY WHICH THE GRANT MUST BE SPENT].

**Intellectual Property Rights:** all patents, copyrights and design rights (whether registered or not) and all applications for any of the foregoing and all rights of confidence and Know-How however arising for their full term and any renewals and extensions.

**Prohibited Act:** means:

- (a) Offering, giving or agreeing to give to any of IACT’s employees or agents any gift or consideration of any kind as an inducement or reward for:
  - (i) Doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Agreement or any other contract with IACT; or
  - (ii) Showing or not showing favour or disfavour to any person in relation to this Agreement or any other contract with IACT;
- (b) entering into this Agreement or any other contract with IACT where a commission has been paid or has been agreed to be paid by you or on your behalf, or to your knowledge, unless before the relevant contract is entered into particulars of any such commission and of the terms and conditions of any such contract for the payment thereof have been disclosed in writing to IACT;
- (c) committing any offence:
  - (i) under the Bribery Act;
  - (ii) under legislation creating offences in respect of fraudulent acts; or
  - (iii) at common law in respect of fraudulent acts in relation to this Agreement or any other contract with IACT; or
- (d) defrauding or attempting to defraud or conspiring to defraud IACT.

**Project:** the project described in Schedule 1, the description of which incorporates the application form therein.

## **Interpretation:**

- (a) a reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- (b) any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and

a reference to **writing** or **written** includes emails.

## **1. THE GRANT AND GRANT PERIOD**

- 1.1 The Isle of Anglesey Charitable Trust (**IACT**) has approved to pay the Grant to you for the purposes set out in the **Project** for the Grant Period.
- 1.2 This Agreement sets out the terms and conditions on which the Grant is made by IACT to you.

## **2. WHAT YOU MUST USE THE FUNDING FOR**

- 2.1 You must use the Grant solely for the purposes set out in your application to IACT as detailed in Schedule 1. Any changes in the Project or the funding will require IACT's written consent in advance of implementing the change. Please note that we are not obliged to give our consent but all reasonable requests will be considered.
- 2.2 Should any part of the Grant remain unspent at the end of the Grant Period, you shall ensure that any unspent monies are returned to IACT or, if agreed in writing by the IACT, shall be entitled to retain the unspent monies to use for charitable purposes as agreed between the parties.
- 2.3 Any liabilities arising at the end of the Project including any redundancy liabilities for staff employed by the Recipient to deliver the Project must be managed and paid for by the Recipient. There will be no additional funding available from the Funder for this purpose.

## **3. DURATION**

- 3.1 Except where otherwise specified, the terms of this Agreement shall apply from the date of this Agreement until the anniversary of expiry of the Grant Period, or for so long as any Grant monies remain unspent by you, whichever is longer.
- 3.2 Any obligations under this Agreement that remain unfulfilled following the expiry or termination of the Agreement shall survive such expiry or termination and continue in full force and effect until they have been fulfilled.

#### **4. HOW TO CLAIM THE FUNDING**

- 4.1 The funding can be claimed in quarterly instalments in arrears based on claims submitted in accordance with the timetable below:

<b>Year</b>	<b>Period of expenditure</b>	<b>To be claimed by</b>
<b>2016/17</b>	1.7.2016 – 30.9.2016	31.10.2016
	1.10.2016 – 31.12.2016	31.1.2017
	1.1.2017 – 31.3.2017	30.4.2017

- 4.2 You must submit your claim on the claim form as detailed in Schedule 2 to Carol Snowden at the address shown with evidence of your expenditure, including copies of invoices by the dates stipulated above.
- 4.3 No Grant shall be paid unless and until IACT is satisfied that such payment will be used for proper expenditure in the delivery of the Project.
- 4.4 The amount of the Grant shall not be increased in the event of any overspend in the delivery of the Project.
- 4.5 You agree and accept that payments of the Grant can only be made to the extent that IACT has available funds.
- 4.6 The Grant shall be paid into a separate bank account in your name which must be an ordinary business bank account. All cheques from the bank account must be signed by at least two of your individual representatives.
- 4.7 You shall not transfer any part of the Grant to bank accounts which are not ordinary business accounts within the clearing bank system, without IACT's prior written consent.
- 4.8 You shall promptly repay to IACT 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 you.
- 4.10 IACT We will aim to pay all valid claims as soon as possible and typically within 28 days.

## **5. ELIGIBLE EXPENDITURE**

5.1 The funding can support the following expenditure:

- Capital works;
- Capital equipment and fittings;
- Professional fees.
- Any revenue costs as agreed by IACT

5.2 You shall not use the Grant to:

- (a) Make any payment to members of your governing body; or
- (b) Pay for any of your expenditure commitments entered into before the Commencement Date,

unless this has been approved in writing by IACT.

## **6. TARGETS**

Your Targets are set out in the Contract Particulars. You will report your progress against these targets to IACT on an annual basis.

## **7. MONITORING**

- 7.1 You must maintain and provide us with such documents, information and reports as may be required from time to time in order for us to monitor your compliance with the conditions of the Grant, to include quarterly financial reports.
- 7.2 You must maintain clear accounting records identifying all expenditure in relation to the Project.
- 7.3 A monitoring visit will be carried out by Officers working on behalf of IACT at least once during the course of a financial year which will involve the inspection of financial and other records. The dates of visits will be agreed in advance at a mutually convenient time.
- 7.4 You shall provide IACT with a final report on completion of the Grant Period which shall confirm whether the Project has been successfully and properly completed.

## **8. ACCOUNTS AND RECORDS**

- 8.1 You must retain this letter and all original documents relating to the funding and expenditure for a period of 6 years from receipt of the final payment of the Grant. The Grant shall be shown in your account as a restricted fund and shall not be included under general funds.
- 8.2 You shall keep separate, accurate and up-to-date accounts and records of the receipt and expenditure of the Grant monies received by it for a period of 6 years from the end of the Grant Period.
- 8.3 You shall provide us with a copy of your annual accounts within six months (or such lesser period as we may reasonably require) of the end of the relevant financial year in respect of each year in which the Grant is paid.
- 8.4 You shall comply and facilitate IACT's compliance with all statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns applicable to itself and IACT.

## **9. PUBLICITY**

Recognition shall be given to the IACT support in any publicity produced as part of the project including websites, leaflets, social media and press releases.

## **10. PROCUREMENT**

You must buy all goods and services required for the project in a competitive and sustainable way so as to demonstrate that you have achieved best value for money.

## **11. WITHHOLDING, SUSPENDING AND REPAYMENT OF GRANT**

- 11.1 It is IACT's intention that the Grant will be paid to you in full. However, without prejudice to IACT's other rights and remedies, IACT may at its discretion withhold or suspend payment of the Grant and/or require repayment of all or part of the Grant if:
- a) you use the Grant for purposes other than those for which it has been awarded;
  - b) the delivery of the Project does not start within 6 months of the Commencement Date and you have failed to provide IACT with a reasonable explanation for the delay;
  - c) IACT considers that you have not made satisfactory progress with the delivery of the Project;
  - d) you are, in the reasonable opinion of IACT, delivering the Project in a negligent manner;
  - e) you obtain duplicate funding from a third party for the Project;

- f) you obtain funding from a third party which, in the reasonable opinion of IACT, undertakes activities that are likely to bring the reputation of the Project or IACT into disrepute;
- g) you provide IACT with any materially misleading or inaccurate information;
- h) you commit or committed a Prohibited Act;
- i) any of your members, employees or volunteers have (a) acted dishonestly or negligently at any time and directly or indirectly to the detriment of the Project or (b) taken any actions which, in IACT's reasonable opinion, bring or is likely to bring IACT's name or reputation into disrepute;
- j) you cease to operate for any reason, or you pass a resolution (or any court of competent jurisdiction makes an order) that it be wound up or dissolved (other than for the purpose of a bona fide and solvent reconstruction or amalgamation);
- k) you become insolvent, or are declared bankrupt, or you are placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors, or are unable to pay your debts as they fall due; or
- l) you fail to comply with any of the terms and conditions set out in this Agreement [and/or Development Agreement] and fail to rectify any such failure within 30 days of receiving written notice detailing the failure.

11.2 IACT may retain or set off any sums owed to it by you which have fallen due and payable against any sums due to you under this agreement or any other agreement pursuant to which you provide goods or services to IACT.

11.3 You shall make any payments due to IACT without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.

11.4 Should you be subject to financial or other difficulties which are capable of having a material impact on your effective delivery of the Project or compliance with this Agreement you will notify IACT as soon as possible so that, if possible, and without creating any legal obligation IACT will have an opportunity to provide assistance in resolving the problem or to take action to protect IACT and the Grant monies.

## **12. GENERAL OBLIGATIONS**

12.1 You must safeguard the funding against fraud generally and in particular fraud on the part of your management, employees and/or suppliers and notify us immediately if you have reason to suspect that any fraud has occurred or is occurring or is likely to occur.

12.2 You must comply with all applicable laws or regulations or official directives whether derived from domestic, EU or international law.

12.3 You must co-operate fully with the IACT and Officers of the Local Authority working on behalf of the IACT to monitor your use of the funding and your compliance with the conditions.

12.4 You must put in place adequate insurance cover against risks which may arise in connection with any property or activity undertaken in the delivery of the project. We reserve the right to require you to provide proof of your insurance.

### **13. EQUAL OPPORTUNITIES**

You must apply a policy of equal opportunities as employers, as users of volunteers, and as providers of services, regardless of age, race, gender/gender identification, religion and belief, sexual orientation or any disability.

### **14. WELSH LANGUAGE**

The project should operate fully bi-lingual policy in accordance with the Welsh Language Standards.

### **15. INTELLECTUAL PROPERTY RIGHTS**

15.1 IACT and you agree that all rights, title and interest in or to any information, data, reports, documents, procedures, forecasts, technology, know-how and any other Intellectual Property Rights whatsoever owned by either IACT or you before the Commencement Date or developed by either party during the Grant Period, shall remain the property of that party.

15.2 Where IACT has provided you with any of its Intellectual Property Rights for use in connection with the Project, you shall, on termination of this Agreement, cease to use such Intellectual Property Rights immediately and shall either return or destroy such Intellectual Property Rights as requested by IACT.

### **16. FREEDOM OF INFORMATION**

16.1 You acknowledge that IACT is subject to the requirements of the Freedom of Information Act 2000 (**FOIA**) and the Environmental Information Regulations 2004 (**EIRs**).

16.2 You shall:

- (a) provide all necessary assistance and cooperation as reasonably requested by IACT to enable IACT to comply with its obligations under the FOIA and EIRs;
- (b) transfer to IACT all requests for information relating to this agreement that it receives as soon as practicable and in any event within 2 working days of receipt;
- (c) provide IACT with a copy of all information belonging to IACT requested in the request for information which is in its possession or control in the form that IACT requires within 5 working days (or such other period as the

Funder may reasonably specify) of IACT's request for such information;  
and

- (d) not respond directly to a request for information unless authorised in writing to do so by IACT.

16.3 You acknowledges that IACT may be required under the FOIA and EIRs to disclose information without consulting or obtaining consent from you

**17. DATA PROTECTION**

You shall (and shall procure that any of your staff involved in connection with the activities under the Agreement shall) comply with any notification requirements under the Data Protection Act 1998 (**DPA**).

**18. ANTI-DISCRIMINATION**

18.1 You shall not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation, age or otherwise) in employment.

18.2 You shall take all reasonable steps to secure the observance of clause 13.1 by all of your servants, employees or agents and all suppliers and sub-contractors engaged on the Project.

**19. HUMAN RIGHTS**

19.1 You shall (and shall use your reasonable endeavours to procure that your staff shall) at all times comply with the provisions of the Human Rights Act 1998 in the performance of this Agreement as if you were a public body (as defined in the Human Rights Act 1998).

19.2 You shall undertake, or refrain from undertaking, such acts as IACT requests so as to enable IACT to comply with its obligations under the Human Rights Act 1998.

**20. LIMITATION OF LIABILITY**

20.1 IACT accepts no liability for any consequences, whether direct or indirect, that may come about from you running the Project, the use of the Grant or from withdrawal of the Grant. You shall indemnify and hold IACT, its employees, agents, officers or sub-contractors harmless with respect to all claims, demands, actions, costs, expenses, losses, damages and all other liabilities arising from or incurred by reason of your actions and/or omissions in relation to the Project, the non-fulfilment of your obligations under this Agreement or its obligations to third parties.

20.2 IACT's liability under this Agreement is limited to the payment of the Grant.

**21. WARRANTIES**

You warrant, undertake and agree that:

- (a) you have all necessary resources and expertise to deliver the Project (assuming due receipt of the Grant);
- (b) you have not committed, nor shall commit, any Prohibited Act;
- (c) you shall at all times comply with all relevant legislation and all applicable codes of practice and other similar codes or recommendations, and shall notify IACT immediately of any significant departure from such legislation, codes or recommendations;
- (d) you shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to employees and other persons working on the Project;
- (e) you have and shall keep in place adequate procedures for dealing with any conflicts of interest;
- (f) you have and shall keep in place systems to deal with the prevention of fraud and/or administrative malfunction;
- (g) all financial and other information concerning you which has been disclosed to IACT is to the best of your knowledge and belief, true and accurate;
- (h) you are not subject to any contractual or other restriction imposed by your own or any other organisation's rules or regulations or otherwise which may prevent or materially impede you from meeting your obligations in connection with the Grant;
- (i) you are not aware of anything in your own affairs, which has not disclosed to IACT or any of IACT's advisers, which might reasonably have influenced the decision of IACT to make the Grant on the terms contained in this Agreement; and
- (j) since the date of its last accounts there has been no material change in your financial position or prospects.

**Schedule 1**

**The Purpose and Application Form**

**[PLEASE INSERT PROJECT DETAILS HERE]**

**[PLEASE ENSURE THAT THE RECIPIENT'S APPLICATION FORM IS ATTACHED HEREIN]**

**Schedule 2**

**Isle of Anglesey Charitable Trust Claim Form**

**Post with copies of invoices to: xxxxxxxxx, Council Offices, Llangefni, LL77 7TW.**

Name of Project		
Claimant (organisation)		
Claim Period		Claim Number
Contact for any queries		
Project Cost	Total Cost	£
	Total spend to date	£
	Amount Approved (as per offer letter)	
	Amount Previously claimed	£
	Amount now claimed	£
	Balance to be claimed	£
<i>I hereby make application on behalf of the grantee for payment of the grant now claimed from the Isle of Anglesey Charitable Trust. I certify that the approved specifications and cost of the project comply with the Grant Offer letter (and if appropriate to any subsequent agreed variations to the Offer Letter) and that no other grants have been or will be payable from any other source towards the expenditure on which grant is now claimed.</i>		
Signed by claimant		
Position within the organisation		
Date		

