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## THE OFFICE FOR CIVIL SOCIETY'S TERMS AND CONDITIONS OF GRANT FOR NI NATIONAL CITIZEN SERVICE 2012 PILOTS, APPLYING WITH EFFECT FROM xxx

### Introduction

The following conditions apply to organisations due to be funded (referred to as "you" or "The Grant Funded Body") and should be read in conjunction with the Formal Offer of Grant made by the Office for Civil Society (OCS), Cabinet Office. These conditions supplement the offer of Grant and should be retained along with a copy of the Offer letter for reference.

You are advised:

- to note that all offers of Grant are subject to Parliamentary approval and Ministerial approval on an annual basis;
- to note that all references to "the financial year" refer, unless expressly indicated otherwise, to OCS's own financial year, which runs from 1 April to 31 March;
- to retain a copy of OCS's offer letter (which includes your targets for filled NCS participant places), these Terms and Conditions and the annexed copy of the NI NCS 2012 pilots specification;
- to note that your work plan, budget and payment schedule setting out a schedule of key reporting and payment dates for this Grant agreement will be annexed to these terms and conditions.
- to note that as this is a continually evolving pilot programme, we reserve the right to append further annexes to these terms and conditions where reasonable
- to note that failure to comply with the conditions of the offer, including the annexes agreed at a later date, may result in the Grant payments being suspended, reclaimed or withheld, and/or the Grant offer being withdrawn.
- to note that references to laws are laws as in force at the relevant time, including any changes that come into force during the course of the grant agreement.

## **CONDITIONS OF GRANT:**

### **Restrictions on how the Grant may be used**

1. You should ensure that you receive our formal agreement to work plans and budgets submitted by you, before committing to any expenditure. The Grant may not be used for any activities other than those specified in the agreed work plans and in the Grant offer. Your work plan includes a commitment to raise funds and non-financial support from other sources for certain agreed purposes. If any of these anticipated sources of support are not forthcoming, you as the Grant Funded Body and lead delivery organisation should make up the shortfall by securing additional support. Grant money should not be used to pay for these items.
2. No aspect of the activity funded by this Grant may be party-political in intention, use, or presentation.
3. The Grant may not be used to promote religious activity.
4. The Grant may be used to support activities in Northern Ireland only,
5. The Grant must be used within the financial year to which it is allocated.
6. No VAT is payable on grants.

### **The Grant Funded Body's Responsibilities to the OCS**

7. Where you, as the Grant Funded body, will be ensuring delivery of activities by making arrangements with other organisations (described in these terms and conditions as “delivery partners”), you are responsible for ensuring that they comply with all the terms and conditions of the Grant.

It is suggested that these terms and conditions are thoroughly discussed and reflected in any terms and conditions which you agree with your delivery partners.

### **In return for the Grant offered, you agree to:**

- a. Complete the work plans, within agreed timescales, and report the potential for any material variations to work funded by the Grant as soon as it becomes evident that a variation is likely to occur. Any changes made to the work plans or budgets must be agreed in writing between the Grant Funded Body and their nominated OCS grant manager..
- b. Report progress on the work plans, including targets, outputs, monitoring arrangements and performance measures at regular intervals. Details of when such reports are due, what they should cover and the format in which they should be presented must be set out in the agreed work plans that accompany these conditions.
- c. Retain copies of all papers and minutes of management committee / trustee / board / steering group meetings whenever these papers and minutes relate to work funded by the Grant. OCS reserves a right to request this information.
- d. Permit representatives of OCS and/or any officer or officers of the Cabinet Office or their nominees, to observe relevant parts of your

management / trustee / steering group meetings whenever these meetings include discussion of work supported by the Grant.

- e. Permit representatives of OCS or their nominees, to observe the activities of the pilots. As these pilots are a flagship Government programme, this may potentially include Ministerial or media visits, subject to prior agreement with you and your delivery partners.
- f. Collaborate with the central evaluation process which is being carried out via an independent evaluation process, for example by providing access to data and opportunities to observe activities, and supporting the process of surveying/interviewing participants, staff, volunteers and others involved in developing or running your pilot scheme. This also includes a commitment to collect the full range of Monitoring Information, (where participants or others are content to provide this, including but not limited to: participants' demographic data; personal and social development outcomes; feedback on experiences of the programme; retention/completion rates; and information on staff. OCS and the evaluators will offer guidance and support as necessary on how to collect such information.
- g. Share with OCS, members of the evaluation consortium or OCS' nominated representatives, information about your delivery approach and the total costs of delivering your pilot, (including any costs met from other sources). OCS is keen to gain a full understanding of your delivery approach to the NCS model set out in the pilots specification, and use this learning to inform future development of the programme.
- h. Collaborate and share good practice and advice with other Grant-funded bodies or delivery partners working to deliver the NCS pilots. OCS will organise workshops and other opportunities for this to take place.
- i. Deal promptly with any complaints that you receive regarding activities for which we have provided Grant aid in whole or in part. Cooperate fully with any central procedure adopted for dealing with complaints which is administered by OCS or its nominees.

## **Accounting for the Money**

### **In return for the Grant offered, you agree to:**

8. Note that OCS will pay the Grant monies only to you, as the Grant Funded Body. OCS will hold you responsible for the whole Grant, including any portions which you forward to other delivery partners. You will need to ensure, therefore, that they spend the money appropriately and within the conditions of this offer.
9. Retain all invoices, receipts, accounting records, and any other documentation relating to the expenditure of the Grant, for at least two years after completion of the work plan, or six years after the end of the Grant period, whichever is the longer. If you are working with delivery partners who need to retain copies of accounting documentation, you should obtain from the partner an annual written statement, signed by the partner's treasurer, of how the money was spent and a signed undertaking that the partner will retain such documents for the period prescribed above.
10. Permit, without charge, any officer or officers of OCS or its nominees, the

Cabinet Office Internal Audit Services, the National Audit Office or its nominees, to visit your premises and/or inspect any of your activities and/or to examine and take copies of your books of account and such other documents or records as in such officers' view may relate to the use of Grant. In addition, the Comptroller and Auditor General may carry out examinations into the economy, efficiency and effectiveness with which the Grant has been used.

11. Identify separately the value and purpose of the Grant in your audited (or where permitted under charity law, independently examined) accounts (or in the notes thereto) and in your Annual Report.
12. Maintain a record of your internal financial controls and procedures and provide us with a copy of them upon request.
13. Send us, annually during the period of the Agreement, a copy of your Audited (or where permitted under charity law, independently examined) Accounts and Annual Reports.

### **Communications issues, acknowledging the Grant in publicity and logo use**

14. NCS is a flagship government policy and Cabinet Office expects to work closely with Grant Funded Bodies on communications around the pilots. In particular we expect you and your delivery partners to use NCS key messages and logos on all promotional materials. We will provide brand guidelines setting out further details.
15. All press releases and marketing materials and external communications regarding NCS must be signed off by the agreed Cabinet Office representative. All communications plans should also be given to Cabinet Office for agreement. More detailed protocols on communications activity may also be appended to this Grant Offer.

### **Intellectual Property Rights**

16. We reserve the right to require that copyright and design rights in works created wholly or in part with the Grant are vested in the Crown, unless otherwise agreed in writing.

### **Lawful conduct, with regard to Equalities Legislation.**

17. You should ensure that you or anyone acting on your behalf complies fully with current equality based law in Northern Ireland.
18. In respect of the activities supported by the Grant, you will ensure that there is no discrimination on the grounds of race, colour, ethnic or national origin, disability, age, gender, sexuality, marital status, or any religious affiliation, where any of these cannot be shown to be a requirement of the job, office or service in respect of employment, provision of services and the involvement of volunteers.
19. In addition, you should ensure that services provided by and through the Grant are underpinned by equality and diversity principles and accessible and appropriate to meet the needs of equality based groups e.g Black and minority ethnic groups, LGBT community, refugee and migrant groups, rural and faith communities.
20. In view of the NCS pilot's overarching aim to promote a more cohesive society by mixing participants of different backgrounds, you are asked to ensure that

you and all delivery partners follow good practice to ensure that the varied needs of a diverse group of participants are met. This includes collection of monitoring information as outlined in section 7 (f).

### **Safeguarding, health and safety and insurance**

21. You, as the Grant Funded Body, will be responsible for complying and ensuring that all delivery partners comply with all relevant legal and regulatory requirements, including but not limited to the requirements set out below.

### **Safeguarding and health and safety**

- a) You, as the Grant Funded Body, shall ensure that you and all delivery partners follow all relevant laws and other requirements, and adopt best practices, relating to the safeguarding of all children, young people and vulnerable people involved with your National Citizen Service pilot.
- b) You, as the Grant Funded Body, shall ensure that you and all delivery partners follow all relevant laws and other requirements, and adopt best practices, relating to the recruitment and assessment of employees and volunteers who will work with young or vulnerable people. You and all delivery partners shall also ensure staff and volunteers are trained in appropriate conduct when working with young or vulnerable people.
- c) You, as the Grant Funded Body, shall ensure that you and all delivery partners refer all allegations or incidences of harm and safeguarding or health and safety breaches to the appropriate authority for investigations. You should also ensure that all delivery partners report to you in writing whenever they make a report to the appropriate authorities.
- d) You, as the Grant Funded Body, shall ensure that you and all delivery partners comply with obligations under the Health and Safety at Work Act 1974, the Health and Safety at Work (Northern Ireland) Order 1978 and other relevant laws or other requirements, adopt best practice and have a written health and safety policy which all personnel and participants are made aware of on commencement of duties or beginning of activities.
- e) You, as the Grant Funded Body, shall ensure that a review of health and safety arrangements is undertaken by a competent person; that regular monitoring and an annual review of the arrangements takes place; and that any fatalities and major accidents (including assaults), or any accident requiring hospital treatment, are reported immediately to the Health and Safety Executive and other appropriate authorities.
- f) You, as the Grant Funded Body, shall ensure that you and other delivery partners allow reasonable access to and work with Departmental representatives to carry out health and safety audits upon request.

### **Insurance**

- g) You, as the Grant Funded Body, shall ensure that you and all delivery partners take all reasonable steps to insure against any risks which may arise in connection with any activity which is Grant-aided in whole or in part by the Grant or arise in connection with any property

of any of the delivery partners. This includes any loss or personal injury to persons undertaking those activities.

- h) OCS reserves the right to require that you submit for inspection any relevant documents relating to insurance policies. OCS is not in any way liable for any contingency involving property or activities for which it has provided Grant aid in whole or in part.

### **Safeguarding, health and safety and insurance – assuring us of readiness and termination clause in the event of breaches**

- i) You, as the Grant Funded Body, will sign a separate statement to assure OCS that you and your delivery partners have put coherent systems in place to meet your individual and collective obligations for health and safety, safeguarding and insurance. The statement must be signed and returned by a date to be specified in August 2012.
- j) A breach of these sections on safeguarding, health and safety and insurance shall entitle OCS to terminate the Grant immediately.

### **Freedom of Information**

22. You should note that OCS is subject to the requirements of the Freedom of Information Act 2000 and Environmental Information Regulations. Please ensure that you and all delivery partners are ready to assist and cooperate with us to comply with our information disclosure obligations.

### **Data Protection**

23. Please note the relevant data protection obligations in respect of any personal data that you or delivery partners process. You, as the Grant Funded Body, and your delivery partners should use data sharing consent statement that OCS will provide to you *[or one that allows an equivalent level of data sharing]* on all paper or online documents/forms where participants or parents/guardians are asked to disclose personal information, and on any documents/forms used to collect monitoring information about NCS staff and volunteers. If additional consent forms are required or desirable after paper documents/forms have been printed, you are requested to work with OCS to find alternative methods to seek consent. You should adopt appropriate systems for sharing data collected with the evaluation team and the Cabinet Office or any organisation appointed to run the alumni scheme offering further opportunities to NCS graduates.

### **Confidentiality**

24. There may be circumstances when the Cabinet Office or its nominees may provide you with confidential advance information which will be subject to a duty of confidence.

### **Procurement Procedures**

25. You should have such 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.

### **Purchases of Capital Equipment**

25. Funds from this Grant cannot be spent on capital items. This grant is intended

for revenue funding only.

26. You must not attempt to raise a mortgage or other charge on assets funded by the Grant.

### **Paying the Grant to the Grant-holder**

27. OCS is not permitted to pay a Grant in advance of need; however, the Grant will normally be paid in advance of expenditure (please also note the point below).
28. Payments to the Grant Funded Body will be paid in advance according to an agreed payment schedules. Existing payment schedules for delivery of places are annexed to these terms and conditions, however the Office for Civil Society reserves the right to revise these to incorporate a) any changes in projected expenditure, and b) more frequent payments.
29. Each payment is subject to receipt of a satisfactory report on progress against your agreed work plan and expenditure to date.
30. If we do not receive a satisfactory report on your agreed work plan, we reserve the right to review the work plan commitments and reduce, delay or withhold payments accordingly.

### **Repaying and recovering the Grant**

31. We shall have the right to recover the Grant, in whole or in part, to the extent that it is not used for the purpose and activities as agreed, or in circumstances where we consider that any other terms or conditions of the Grant are not being fulfilled.
32. **You should notify us as soon as it becomes apparent that the Grant is to remain unspent or is no longer required.** Any portion of the Grant advanced but not used for the agreed purpose by the 31<sup>st</sup> January 2013 for which it is given may not be retained.
33. If we consider that there is a substantial variation between your reported actual income and expenditure and the amounts forecast in your original application, we may vary, withhold or recover Grant payments in such proportions as appear reasonable. Virement of funds between the agreed summary budget lines in your budget breakdown and payment plan, can only be made upon written authorisation from OCS.
34. If your organisation is wound up or goes into liquidation (including being subject to an administration order) receivership, bankruptcy, enters into any compromise or other arrangement of its debts with its creditors, or is likely, in our view, to become unable to pay any of its debts then we will be entitled to recover the Grant paid and remaining unspent at that time.

### **Termination of the Grant**

35. Either OCS or you, as the Grant Funded Body, may terminate this agreement with three months' notice in writing. Reasons should be given in writing.
36. Note that section 21j states that any breach of the terms and conditions on safeguarding, health and safety and insurance shall entitle OCS to terminate the

Grant immediately.

### **Liability for Future Funding**

37. There is no commitment to renewing or continuing financial support after the expiry of the term for which the Grant is offered.

### **Signifying Acceptance**

38. If you are in doubt about being able to meet any of these terms and conditions, or any of the terms in the Offer Letter, you should seek our advice before indicating your formal acceptance.

39. You should indicate acceptance of these terms and conditions by signing the section indicated in our formal Offer Letter.

### **Government transparency**

40. You should note that in accordance with the Government's transparency principles, details of any transactions over £25,000 will be published, including transactions associated with this grant. The £25,000 threshold may be changed at any time.