Standard Terms for Grants: £3,000 to £10,000

20/02/2019

See all updates

Definitions

'we', 'us', 'our' – the Trustees of the National Heritage Memorial Fund (who administer the National Lottery Heritage Fund).

'**you', 'your'** – the organisation(s) awarded the *Grant* as set out in the *Grant Notification Letter* and any organisation which agrees to be a joint grantee and to comply with the *Grant Contract.*

Additional Grant Conditions – any additional grant conditions set out in your *Grant Notification Letter*.

Application – your completed *Application* form and any documents or information you send us to support your request for a grant.

Approved Purposes – the *Approved Purposes* summarise the *Project* described in your *Application*.

Approved Usage – how you said you would use the Property in your *Application* (allowing for any changes that we have agreed up to the release of any of the *Grant*).

Digital Outputs – all material with heritage content created in or copied into a digital format by or for you in connection with the *Project*.

Grant – the amount set out in the *Grant Notification Letter.*

Grant Contract – made up of the

- *Grant Notification Letter;*
- *Standard Terms of Grant;*
- Any *Additional Grant Conditions;* and
- Signed *Permission to Start Form*.

Grant Expiry Date – the date by which you must complete the *Project* as set out in the *Grant Notification Letter.*

Grant Notification Letter – our letter confirming our *Grant* to you.

Other guidance – all other guidance relevant to the *Project* on our website including:

- Good Practice Guidance
- Evaluation Guidance

Open Licence – an open licence grants permission to access, re-use and redistribute a work with few or no restrictions. There are several open licences available but the default open licence we require is the Creative Commons Attribution 4.0 International (CC BY 4.0) licence, or equivalent.

Outcomes - *we describe the difference we want to make with our funding through a set of nine Outcomes. Outcomes are changes, impacts or benefits that happen as a direct result of the Project. All of the projects we fund will achieve one or more of these Outcomes.*

Permission to Start Form – the form you submit to us requesting permission to start the Project.

Permission to Start – our written confirmation that you may start the Project.

Programme Application Guidance – the document setting out the scope of the programme and how to apply.

Project – the purposes we have approved as set out in the *Application* (taking account of any changes we and you have agreed in writing up to the date of our decision to award you the *Grant* and any changes that we tell you about in the *Grant Notification Letter*). These purposes are sometimes described as *Approved Purposes* and include you getting and using partnership funding as set out in the *Application* and how you said you would use the *Property* (if any).

Project Completion Date – the date of the letter we send you letting you know that the *Project* is recorded as complete.

Property – any property that you buy, create, receive or restore, or property that is otherwise funded by the *Grant* including Digital Outputs, intellectual property rights and any documents that you produce or order as part of the *Project*.

Receiving a Grant – the guidance we publish to explain how we will pay the *Grant*, monitor the *Project* and agree changes to the *Grant*.

Standard Terms of Grant – the standard terms set out herein

Term of the Grant Contract – the duration of the Grant Contract as set out in the *Grant Notification Letter*.

Third Party – any owner of *Third Party Property*.

Third Party Property – any property identified in the *Application* that belongs to or is controlled by a *Third Party.*

Third Party Ownership Requirements – the requirements set out in the *Programme Application Guidance* and *Receiving a Grant* relating to the contractual arrangements we expect you to enter into with a Third Party**.**

Achieving the Approved Purposes

1. You must only use the *Grant* and the *Property* (if any) for the *Project*. Changes to the *Project* may be agreed in further correspondence with us. You cannot transfer the *Grant*.

2. You must not start work or make changes to the *Project* before Permission to Start.

3. You must complete the *Project* by the *Grant Expiry Date* and afterwards use the Property only for the *Approved Usage* during the *Term of the Grant Contract*.

4. As well as these *Standard Terms of Grant*, you must follow the *Additional Grant Conditions* (if any) set out in the *Grant Notification Letter* and meet the requirements set out in the *Programme Application Guidance, Receiving a Grant*, the guidance we have about acknowledging your grant on our website, and any other guidance published on our website which is relevant to the *Project*.

5. You must carry out the *Project* in line with current best practice in your area of heritage and to a standard that is appropriate to a *Project* of importance to the national heritage. You must follow all legislation and regulations that apply.

Project monitoring

6. You must give us any progress reports and financial or other information and records we may need from time to time on the *Grant* or the *Project*.

7. You must allow us (or anyone we authorise) to have any access to all relevant *Property* (if any) and information. This is so that we can monitor the *Project*. You must also take into account any recommendations we (or anyone we authorise) make in relation to the *Project*.

8. We may ask you to provide proof that you have taken action to reduce the risk of fraud. We may ask you to let us examine your accounting processes and procedures to check the effectiveness of anti-fraud measures.

9. You must monitor the success of the *Project* and complete an *Evaluation Report* at the end of it. This must satisfy us that the *Project* has been completed successfully and in accordance with these *Standard Terms of Grant*.

10. You must provide us with the web address or addresses (URL/s) of the site or sites that will host your *Digital Outputs* for the specified length of time, and update these if materials are relocated. For projects where materials are located across a range of sites, the URL of an online index page is required.

Procurement

11. Unless we agree otherwise in writing, you must advertise (outside your organisation) all new jobs, and tender any goods, works and services paid for by the *Grant* in line with the requirements set out in the *Receiving a Grant* guidance.

Property

12. You must continue to own the *Property* and keep exclusive control over what happens to it. Other than as permitted under Paragraph 18 (*Digital Outputs*), you must not sell, let or otherwise part with it or any interest in it, or give any rights over it to anyone else (or take any steps to do so) without our approval beforehand. If we give you our approval, it may depend on any of the following requirements.

- that you pay us a share of the net proceeds of selling or letting the *Property* within one month of parting with the assets or other goods;
- that you sell or let the *Property* at its full market value;
- any other conditions we think fit.

We may claim from you an amount in the same proportion to the sale price as the *Grant* is to the original cost of the *Project*, or the portion of the *Grant* spent on the assets or goods concerned, whichever is the greater. You must pay whatever we decide is appropriate in the circumstances. We may decide not to ask you to repay the *Grant* (or any part of it as we think fit) for any reason but it is for us to decide that.

13. You must maintain the *Property* in good repair and condition. If necessary, you must also keep it in an appropriate and secure environment. You must insure the *Property* to the standard set out in (and use any proceeds of the

insurance in line with) the *Receiving a Grant* and *Programme Application Guidance.*

14. You must arrange for the general public to have appropriate access to the *Property*. You must make sure that no person is unreasonably denied access to the *Property*.

15. If the *Approved Purposes* involve using part of the *Grant* to buy, receive, create, restore, conserve or otherwise fund Third Party *Property* you must comply with the *Third Party Ownership Requirements*.

Publicity and acknowledgement

16. We may make the purpose and amount of the *Grant* public in whatever way we think fit.

17. Once we have announced the *Grant*, you must acknowledge the *Grant* publicly in line with the requirements set out in the guidelines on our website. You must meet any other acknowledgement or publicity requirements we may tell you about from time to time. Before we make any public announcement of the *Grant*, you must not issue any public statement, press release or other publicity in relation to the *Grant* or which refers to us, other than in a form we have approved beforehand.

18. 17. You must also provide us with digital images in electronic format of the *Project* or hard-copy photographs or transparencies. You give us the right to use those you provide us with at any time, including putting them into a digital format and altering them. You must also apply the required Creative Commons Attribution 4.0 International (CC BY 4.0) *Open Licence* to the images. You must get all the permissions required for you and us to make use of them before you use them or send them to us.

Digital outputs

19. You agree to:

- apply a Creative Commons Attribution 4.0 International (CC BY 4.0) *Open Licence* or equivalent, to all grant funded *Digital Outputs*, with the exception of code and metadata, and not including public domain assets or non-original digital reproductions of public domain assets (see below).
- clearly identify and apply Creative Commons 0 1.0 Universal (CC0 1.0) Public Domain Dedication, or equivalent to:
    - code and metadata created in the course of the project; and
    - Public domain assets or non-original digital reproductions of public domain assets
- obtain and maintain in force all authorisations of any kind required for you to apply the relevant Open Licence or Public Domain Dedication (CC BY 4.0 or CC0 1.0).
- contract to the effect that any creation by you or on your behalf of material which forms *Digital Outputs* is undertaken on terms that either the copyright in the digital material is assigned to you or that the copyright owner agrees that material may be shared under a CC BY 4.0 *Open Licence* or equivalent.;
- ensure that the *Digital Outputs* are kept up-to-date, function as intended and do not become obsolete before the fifth anniversary of the *Project Completion Date*;
- comply with these *Standard Terms of Grant* in relation to the digital files that make up the *Digital Outputs* for the period agreed in the *Grant Notification Letter*. For the avoidance of doubt, this includes ensuring free and unfettered online access to the *Digital Outputs.* You must not release your project's Digital Outputs on other terms

without our prior written consent.

Grant payment and repayment

20. We will, up to the *Grant Expiry Date*, pay you the *Grant* or any instalment of it in line with these *Standard Terms of Grant* and the procedures explained in *Receiving a Grant* as long as:

- the National Lottery continues to operate under the National Lottery etc. Act 1993 (as amended from time to time), and enough funds are made available to us under the Act; and
- we are satisfied that you are achieving (and will continue to achieve) or have achieved the *Approved Purposes* in line with these *Standard Terms of Grant* and that you are spending the *Grant* in proportion to any other funds you receive from other sources for the *Approved Purposes*.

21. 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.

22. You must repay to us immediately any Grant that we have paid you (and we will stop any future instalments of the *Grant*) if:

- you no longer operate, or you 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 us or the National Lottery 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 to any of these *Standard Terms of Grant*.

23. If you sell or otherwise part with all or part of the *Property* without our permission under paragraph 11, or you receive money in some other way as a result of you not following these *Standard Terms of Grant*, you may have to pay us immediately a share of the net proceeds if that share is more than the amount we would otherwise be entitled to under paragraph 21.

General terms

24. If there is more than one of you, any liability under these *Standard Terms of Grant* will apply to you all together and separately.

25. The *Term of the Grant Contract* will last for the period set out in the *Grant Notification Letter.*