Standard Terms for Delivery Grants - £250,000 to £10million

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 the *Grant Notification Letter*.

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

Approved Purposes – the *Approved Purposes* summarise the *Project* described in your *Application* which comprises the *Delivery Phase*.

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

Delivery Phase – the implementation of the capital and/or activity phase of the *Project*.

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

Evaluation Report – the report you must send us before we pay the last 10% of the *Grant* telling the story of the *Project*, its achievements and lessons learned.

Grant – the amount set out in the *Grant Notification Letter* for the *Delivery Phase.*

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 achieve the *Approved Purposes* as set out in the *Grant Notification Letter* and by which you will make the final drawdown of the *Grant*.

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

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

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

Activity plan or Area action plan

Conservation Plan Guidance

Evaluation Guidance

Good Practice Guidance

Management and Maintenance Plan Guidance

Procurement Guidance

Understanding your Heritage

Viability and Development Appraisal Guidance

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* 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 use the *Grant* only for the *Approved Purposes*, unless you get our approval beforehand.

2. You must not start work to achieve the *Approved Purposes* before *Permission to Start*.

3. You must achieve the *Approved Purposes* and make your final Grant drawdown by the *Grant Expiry Date*.

4. You must use the *Property*, or allow it to be used, only for the *Approved Usage* during the *Term of the Grant Contract* .

5. As well as these *Standard Terms of Grant*, you must follow the *Additional Grant Conditions* (if any) set out in the *Grant Notification Letter*, address any issues we identify in the course of monitoring, 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*.

6. You must carry out the *Approved Purposes* 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.

7. You acknowledge that the *Grant* comes from public funds. You must continue throughout the *Approved Purposes* to ensure the *Grant* is compatible with state aid and subsidy control law meaning:

- the law embodied in Articles 107-109 of section 2, Title VII of the Common Rules on Competition, Taxation and Approximation of Laws of the Treaty on the Functioning of the European Union; or
- any domestic law which replaces such state aid law following the UK's exit from the European Union such as the principles set out in Chapter 3 (Subsidies) of Title XI (Level Playing Field) of the Trade and Cooperation Agreement, the World Trade Organisation Agreement on Subsidies & Countervailing Measures, the Northern Ireland Protocol and any other World Trade Organisation or Free Trade Agreement that applies to your project.

8. You must maintain appropriate records of compliance with the state aid and subsidy laws and must take all reasonable steps to assist us to comply with any requirements and respond to any subsidy control challenge or investigation(s) instigated by the European Commission (or its domestic successor) into the *Grant* or any equivalent regulatory body as the case may be.

9. In the event that the *Grant* is deemed to be unapprovable state aid or subsidy, this constitutes a breach of our *Standard Terms of Grant* and you will be required to repay the entire *Grant* without delay together with compound interest from the date on which the unlawful aid was at your disposal until the date of its recovery.

Project monitoring

10. You must give us any progress reports, financial or other information and records we may need from time to time on the *Grant*, the *Property*, the *Approved Purposes* (and achieving them) and the *Approved Usage*.

11. You must allow us (or anyone we authorise) to have any access we may need to:

- inspect the *Property* and any work to it;
- monitor the conduct and progress of the *Approved Purposes*; and
- monitor the *Approved Usage*.

In these cases we will give you notice. You will report on the progress of the *Project* at times agreed with us.

12. 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.

13. We will monitor the progress of the *Project* and will carry out checks during, at and after the end of the *Project* to confirm that it is delivering the *Outcomes* expected. If we (or anyone we authorise) make any recommendations on the matters set out in paragraph 11, you must take those recommendations into account when meeting your obligations to us.

14. You must take appropriate steps to monitor your own success in achieving the *Approved Purposes* and in using the *Property* for the *Approved Usage*. On completing the *Project*, you must submit your *Evaluation Report* before we will release the final *Grant* payment.

15. 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

16. Before you start any phase of the work needed to achieve the *Approved Purposes*, you must put in place all necessary contracts with appropriately qualified contractors and professional advisers to allow you to finish that phase of the work. Building contracts must contain a clause which allows you to retain part of the contractors' fees on practical completion of the works. If you want any contracts to be on different terms, you must get our approval beforehand.

17. If the *Approved Purposes* involve buying goods or services or getting work done, you must carry out a tendering exercise in line with the requirements set out in the *Receiving a Grant* and Procurement Guidance available on our website.

Property

18. You must continue to own the *Property* and keep exclusive control over what happens to it. Other than as permitted under paragraph 28 (*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 *Approved Purposes*, or the portion of the *Grant* spent on the assets or goods concerned, whichever is the greater. If you applied for the *Grant* in accordance with the Heritage Enterprise *Application Guidance* the share of the proceeds of share to be paid to us will be calculated in accordance with the formula set out in Part three: Receiving a grant. 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.

19. You must maintain the *Property* in good repair and condition. If the *Approved Purposes* include creating, repairing or restoring property, you must maintain the *Property* in good repair and condition after the work has been done. If the *Approved Purposes* include the preparation of a maintenance and management plan or a conservation plan, you must maintain, manage or conserve the *Property* in accordance with the version of the relevant plan that we have approved.

20. You must insure the *Property* to the standard set out in (and use any proceeds of the insurance in line with) the *Programme Application Guidance* and *Receiving a Grant*.

21. You must keep any objects or fixtures that form part of the *Property* in a physically secure and appropriate environment.

22. You must tell us, in writing, within five working days about any significant loss or damage to the *Property*.

23. 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*.

24. 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 our *Third Party Ownership Requirements.*

Publicity and acknowledgement

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

26. 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.

27. You must also provide us with high resolution digital images of the *Project*. 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 get all the permissions required for you and us to make use of them before you use them or send them to us. You must also apply the required Creative Commons Attribution 4.0 International (CC BY 4.0) *Open Licence* to the images.

Digital outputs

28. You agree to:

- grant us a non-exclusive, royalty free licence to use, copy, keep and disseminate the Digital Outputs as we see fit and to grant sub-licences of the same kind for the Term of the Grant Contract;
- 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 twentieth 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

29. 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*.

30. You acknowledge that the *Grant* is the total amount of funds we will provide and will not be increased as the result of you overspending or for any other reason.

31. 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 administration, 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 *Approved Purposes* or the *Approved Usage*;
- 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*.

32. If you are a commercial organisation and applied for the *Grant* in accordance with the Heritage Enterprise *Application Guidance* you will be required at 5 and 9 years after the *Project Completion Date* to pay us a share of the *Project* net earnings in excess of the projected future income and expenditure which you used to establish the conservation deficit in your *Application*. Such share will be calculated in line with the relevant grant percentage set out in the Grant Notification Letter.

33. If you achieve the *Approved Purposes* without spending the full amount of the *Grant*, you must pay back the part of the *Grant* you have not spent. We will treat you as spending the *Grant* in proportion to other funds you were due to receive from other sources for the *Approved Purposes*.

34. If you sell or otherwise part with all or part of the *Property* without our permission under paragraph 18, 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 31.

General terms

35. You may not, and must not claim to, transfer the *Grant* or any rights under these *Standard Terms of Grant*.

36. You must take all steps and sign and date any documents as may be necessary to carry out your obligations under these *Standard Terms of G*rant and to give us the rights granted to us under them.

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

38. We may rely on any of our rights under these *Standard Terms of Grant* at any time, even if we do not always choose to do so immediately. If we decide not to rely on one right, we may still rely on any of our other rights under these *Standard Terms of Grant*.

39. If you need our approval for anything, you must write to us to ask for it. You may only rely on any approval needed under these *Standard Terms of Grant* if we (or anyone we authorise) give it to you in writing.

40. Any notice, request or other document we or you send to each other under these *Standard Terms of Grant* shall be in writing and shall be deemed to have been given if personally delivered by hand or post (first class postage pre-paid) to the address for service of the relevant party. If hand delivered all such communications shall be deemed to have been given when received (except that if received on a non-working day or after 5 pm on any working day they shall be deemed received on the next working day) and if posted all such communications shall be deemed to have been given and received on the second working day following such posting.

41. Any documents you need to send us under these *Standard Terms of Grant* are for our own purposes only. If we approve or accept any documents, this does not mean that we have approved or accepted them for any other purpose.

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

43. These *Standard Terms of Grant* cannot be enforced by anybody other than you or us.