

# Thomas Deane TRUST

## *Making a difference*

## Grant agreement

### General

- These general terms and conditions apply to all our grants but may be modified or extended by our grant offer letter or other agreements between us.

### Use of grant and financial recording

- Your grant is to be used solely and wholly for the project as agreed between us. If you do not use the whole of the grant to deliver the project we reserve the right to withhold or claw back an appropriate amount of the grant.
- You agree to deliver the project substantially as agreed between us and described in your grant offer letter.
- You may not apply any part of this grant to work which has been or becomes funded through another source.
- You may not make changes to the work or its budget without seeking our approval in advance.
- You must keep accurate and complete financial records for this project.
- The grant must be shown in your accounts as a restricted fund.
- You must send us the formal report and accounts of your organisation for each of your financial years that fall within the grant period by the same date that they are required of you for other purposes.

### Grant initiation and grant period

- We will pay you a first instalment of the grant after:
  - we have satisfactorily completed any due diligence reports
  - you have provided us with your bank details and the evidence of your banking arrangements we request in our offer letter
  - you have confirmed you are ready to start spending our grant
  - your grant acceptance letter is signed by a person in your organisation with authority to sign.
- If you have not started your project within three months of receiving your grant offer letter we reserve the right to cancel our grant offer to you.
- Otherwise, your grant period starts when you have acknowledged receipt of that first instalment, and you may not spend any of our grant before that date.
- Your grant period ends:
  - when you have completed the work we have agreed between us and you have given us a satisfactory final report; and we have paid you the final instalment of your grant
  - if, exceptionally, we terminate your grant
  - when we close: see next section.

### Spending out

- We are a “spending out” funder: we have a fixed endowment and when that is spent up we will close. We therefore have little leeway for projects to over-run their agreed

timescale. We will make all reasonable efforts to accommodate over-runs, but we must reserve the right to close your grant period and reduce your grant offer (which may require us to seek repayment of part of your grant or decline to pay you any outstanding instalments) in cases where projects are unable to complete before we close.

- The implications of our spending out policy for your particular project are a combination of the size of your project, your timeline, and our rate of granting. If we think there might be potential for problems for your project we will explain the likely position in our grant offer letter so that you can make an informed judgement about whether or not to accept our grant.

## **Reporting**

- You will send us reports detailing the progress of your project as agreed in your grant offer letter.
- We aim to be a light-touch funder, and will ask only for necessary information. At the same time, we want our grants to provide learning opportunities both for grantees and your colleagues, so you must agree to provide reports that are clear and fully honest in their appraisal of your project.
- We reserve the right to visit your project during the grant period.

## **Duty to disclose**

- You must tell us immediately of any significant issues that might affect your ability to complete your project satisfactorily, or that might bring your company or us into disrepute. Examples include:
  - serious financial or governance issues which might directly or indirectly affect your organisation or us
  - providing us with false information deliberately
  - any actual or potential safeguarding issues
  - any serious incident reports you make to the Charity Commission (or the equivalents to other regulators)
  - Likelihood or actuality that your organisation is insolvent, or goes into receivership or the like, or merges with or is taken over by another organisation.
- You must tell us promptly if your project faces significant difficulties that might prevent it from successfully completing. Examples include:
  - difficulty in recruiting or retaining workers or participants
  - budgeting or other finance difficulties
  - flaws in the premise, delivery, or evaluation of the project (ie, what you set out achieve in the project is unachievable; what you are doing in the project isn't addressing what you intended to address; the information you're collecting isn't telling you what you need to know)
- Your duty to do the above starts when we issue you your grant offer letter, and includes all such issues arising during your grant period.
- We need to know about these things not only because our money is at risk, but also because we just might be able to help you.

## **Confidentiality, privacy and data protection**

- We acknowledge our duties on privacy, especially towards people from vulnerable groups, and we will not collect, keep, share or make public personal data. Except in the following circumstances, where you agree that we might:
  - make public the general details of your project and of our funding for it

- with your agreement make public further details of your project, including lessons learned from it
- share full details, in confidence, of your project with anyone assisting us with our grant giving
- conduct any necessary identity checks on individuals connected with this project, noting that credit reference or fraud prevention agencies may keep records of such checks
- provide details of your project to agencies and regulators if required by law
- use the information you have provided us with to date, and that you might provide us with during your grant period, for administration purposes, and for our own reporting of our activities to the extent that the law allows.

### **Intellectual property**

- Where the project involves co-creation of creative work, the intellectual property in that work must be shared between all co-creators, or the work must be freely available under a Creative Commons licence.

### **Publicity and communications**

- You agree to acknowledge our support of your project, through the use of our funding logo or funding text, as set out in the publicity and communications agreement following
- You may not use our logo or funding text for other purposes or outside of your grant period.
- You agree to follow our detailed guidelines on publicity and communications.

### **Non-compliance**

- If you do not follow these terms and condition, we may withhold any unpaid funding or seek repayment of funding already paid to you.

Thomas Deane Trust  
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Recognised as a charity by HMRC  
W: [www.ThomasDeaneTrust.org](http://www.ThomasDeaneTrust.org)

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