



Conditions of Grant Funding

This is a non-binding document. The Conditions contained herein are not intended to create legal relations between the parties. All successful applicants will be required to enter into a legally binding grant funding agreement with FETL on FETL's standard terms (the "Funding Agreement").

Grant Funding

1. The fellowship or grant (the "**Funding**") is made only for the purposes as agreed by the Further Education Trust for Leadership ("**FETL**") and awards are based upon the information supplied in the application (the "**Project**").
2. Fellowship and grant beneficiaries ("**Recipients**") must request FETL's permission before implementing any variations to the Project.
3. Recipients must inform FETL of any underspend and any decision to claim back the Funding or any part of the Funding shall be at the sole discretion of FETL.
4. Funding should be spent within one year of being awarded, unless otherwise agreed (the "**Agreed Period**").
5. FETL may at its discretion withhold or suspend payment of the Funding and/or require repayment of all or part of the Funding if:
 - a. the full amount of the Funding is not spent within the Agreed Period;
 - b. the Recipient uses the Funding for purposes other than those for which they have been awarded;
 - c. they consider that the Recipient has not made satisfactory progress with their use of the Funding for the purposes of the Project;
 - d. the Recipient is, in the reasonable opinion of FETL, acting in a negligent manner;
 - e. the Recipient provides FETL with any materially misleading or inaccurate information;
 - f. the Recipient commits or committed a fraudulent or otherwise illegal act;
 - g. the Recipient ceases to operate for any reason, or it passes a resolution (or any court of competent jurisdiction makes an order) that it be wound up or dissolved;
 - h. the Recipient becomes insolvent, or is declared bankrupt, or it is 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 it is unable to pay its debts as they fall due; or
 - i. the Recipient fails to comply with any of the terms of the Funding Agreement and fails to rectify such failure within 30 days of receiving written notice detailing the failure.
6. Funding is for the use of the Recipient and must not be given, or transferred, to any third party.
7. Any Funding awarded cannot be used to pay for expenditure incurred or committed prior to the date of the grant notification letter, issued by FETL and their entry into the Funding Agreement.
8. The payment of any instalment of the Funding is conditional upon funds being available to make that payment.

9. The Funding represents a freely given donation given by FETL to the Recipients, and as such it is expected that payment of such would not attract any VAT. However, and for the avoidance of doubt, the amount of any Funding provided by FETL to the Recipients will be inclusive of VAT.

Branding, Marketing and Intellectual Property

10. Recipients may acknowledge the support of FETL in any wider reports, presentations or promotional material referencing their funded Project.
11. FETL require that any intellectual property in any output of the Project in respect of which the Funding is granted is made freely available for the wider public benefit, and is not retained and exploited solely for the benefit of the Recipients. To ensure that this is the case, FETL require all such intellectual property to be retained by or transferred to FETL. FETL will derive no direct benefit from such retention or transfer, but will ensure that such intellectual property is made freely available for the wider public benefit.
12. No Project outputs may be used for commercial purposes.
13. Applicants agree to their application and supporting information being retained by FETL for as long as reasonably necessary for the purposes of the grant application in accordance with the Data Protection Act 1998 (“DPA”).

Finance and Record Keeping

14. Recipients must keep proper and up-to-date records and accounts that show how the funds are being used. The financial records should be available to representatives of FETL for inspection at reasonable notice.
15. Recipients agree to provide FETL at any time on reasonable notice such full information about the progress to date of the Project and/or a short written report.
16. The Recipient shall permit any person authorised by FETL for the purpose to visit the Recipient at any time determined by FETL provided that reasonable notice is given by FETL.
17. The Recipient shall promptly repay to FETL any money incorrectly paid to it either as a result of an administrative error or otherwise. This includes (without limitation) situations where an incorrect sum of money has been paid.
18. The Funding shall be shown in the Recipient’s accounts. The Recipient shall keep separate, accurate and up-to-date accounts and records of the receipt and expenditure of the Funding monies received by it.
19. The Recipient shall keep all invoices, receipts, and accounts and any other relevant documents relating to the expenditure of the Funding for a period of at least six years. FETL shall have the right to review, at FETL's reasonable request, the Recipient's accounts and records that relate to the expenditure of the Funding and shall have the right to take copies of such accounts and records.
20. The Recipient shall comply and facilitate FETL's compliance with all statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns applicable to itself and FETL.

21. The Recipient shall provide FETL with a financial report and an operational report on its use of the Funding and delivery of the Project every quarter and in such formats as FETL may reasonably require. The Recipient shall provide FETL with each report within three months of the last day of the quarter to which it relates.
22. The Recipient may acknowledge the Funding in its annual report and accounts, and in any other material, which may include an acknowledgement of FETL as the source of the Funding and may include FETL's logo;
23. the Recipient shall not publish any material referring to FETL without the prior written agreement of FETL.

Confidentiality and Data Protection

24. The Recipient shall ensure that its employees, agents, customers and prospective customers will maintain any confidential information held in strict confidence and will not use the same at any time for any purpose except in performance of their duties in accordance with the funding agreement and any relevant contract.
25. The Recipient shall (and shall procure that any of its staff involved in connection with the activities under the Funding Agreement shall) comply with any notification requirements under the DPA and duly observe all their obligations under the DPA.
26. The Recipient will only use the confidential information of FETL solely in connection with the performance of the Funding Agreement and not otherwise or for the benefit of any third party.

Compliance

27. FETL accepts no liability for any consequences, whether direct or indirect, that may come about from the Recipient running the Project or the use of the Funding. The Recipient shall indemnify and hold harmless FETL, its employees, agents, officers or sub contractors with respect to all claims, demands, actions, costs, expenses, losses, damages and all other liabilities arising from or incurred by reason of the actions and/or omissions of the Recipient in relation to the Project, the non-fulfilment of obligations of the Recipient under this Agreement or its obligations to third parties.
28. The Recipient shall at all times comply with all relevant legislation and all applicable codes of practice and other similar codes or recommendations, and shall notify FETL immediately of any significant departure from such legislation, codes or recommendations
29. The Recipient shall keep in place systems to deal with the prevention of fraud and/or administrative malfunction
30. FETL will be entitled to audit elements of any arrangements, agreements or processes that the Recipient has in place or puts in place as a result of this Agreement at any time to include the quality systems of the Recipient and security provisions (including access to buildings and/or premises of the Recipient).