**Age-friendly and Inclusive Volunteering – Legacy Grant**

# **Appendix 1**

**STANDARD TERMS AND CONDITIONS**

**INTRODUCTION**

The following terms and conditions apply to all Grants awarded by Centre for Ageing Better (hereafter Ageing Better) and should be read in conjunction with our formal Grant Offer Letter. You should retain a copy of the Offer and the Standard Terms and Conditions for reference.

**DEFINITIONS**

For the purpose of these Standard Terms & Conditions and the accompanying Grant Offer Letter the following expressions shall have the following meaning:

“Act” means the Charities Act 2011

“you” and “your” refer to the organisation receiving the Grant, bound by these terms and conditions.

“we”, “our”, “us” means Ageing Better and includes our employees and those acting for us.

“Background Intellectual Property” means any Intellectual Property Rights made available by a party for use in the Programme.

“Bribery Act” means the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation

“Data Protection Legislation” means  all applicable data protection legislation and privacy legislation in force from time to time in the UK including the GDPR; the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426); any other directly applicable European Union regulation relating to privacy; and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data and the privacy of electronic communications.

“Foreground Intellectual Property” means any Intellectual Property Rights generated during the course of work on the Programme, regardless of whether it was generated by one or more parties or parties on its or their behalf respectively.

“GDPR” means General Data Protection Regulation ((EU) 2016/679).

“Grant Agreement” means the contractual arrangements set out in the Grant Offer Letter incorporating these Standard Terms and Conditions.

“Grant” means the total amount of the Grant detailed in the Grant Offer Letter.

“Grant Offer Letter” means the offer letter sent to you confirming the Grant and enclosing these Standard Terms & Conditions.

“Intellectual Property Rights” means all patents, copyrights and design rights (whether registered or not) and all applications for any of the foregoing and all rights of confidence and Know-How however arising for their full term and any renewals and extensions.

“Know-How” means information, data, know-how or experience whether patentable or not and including but not limited to any technical and commercial information relating to research, design, development, manufacture, use or sale.

“Personal Data” means shall have the same meaning as set out in the Data Protection Legislation.

“Programme” means the activities and projects as set out in the Grant Agreement.  This includes the individual projects and how and by whom they will be implemented.

“third party” means any organisation assisting you with the implementation of an individual project within the Programme.

“notice” means notice in writing to your address or our address.

**TERMS AND CONDITIONS**

**General Conditions**

1. The Grant Agreement is between you and Ageing Better.
2. These terms and conditions and the Grant Agreement will remain in force for the longest time of the following:

* for six months following the payment of the last instalment of the Grant;
* for as long as any part of the Grant remains unspent;
* for as long as any of the terms and conditions of the Grant Agreement has still to be met or any breach of them continues.

1. The amount of the Grant is the maximum amount of funding we will pay to you for each phase of work.
2. You will use the Grant exclusively for implementing the Programme.
3. You must obtain our prior approval before you make any changes to the Programme.
4. You must secure any other funding (internally or externally) required for the delivery of the Programme and provide evidence of this in a form acceptable to us.
5. No third party will have any rights under the Grant Agreement which could otherwise arise by reason of the Contracts (Rights of third Parties) Act 1999.
6. We may assign any of our rights under the Grant Agreement to any person.
7. The Grant Agreement constitutes the only agreement between you and us. It supersedes all prior written and oral agreements and understandings between you and us.
8. You acknowledge that you have not relied on any representation, warranty, agreement, undertaking or statement not set out in the Grant Agreement that (in the absence of fraud) you will not have any claim, right or remedy arising out of any such representation, warranty, agreement, undertaking or statement.
9. The Grant Agreement is governed by English Law, and you and we submit to the exclusive jurisdiction of the Courts of England and Wales.
10. Each provision of the Grant Agreement is distinct and severable from the others and if at any time one or more of such provisions is or becomes invalid, unlawful or unenforceable (whether wholly or to any extent), the validity, lawfulness and enforceability of the remaining provisions (or the same provision to any other extent) will not in any way be affected or impaired and will remain in full force and effect.

**Your organisation**

1. You will ensure that for the period of the Grant Agreement you are correctly constituted and regulated and that the receipt of the Grant and the implementation of the Programme are permissible under your governing documents.
2. You may not transfer or assign your obligations under the Grant Agreement or any rights to another organisation or individual without our prior written approval.
3. You will tell us as soon as possible if any legal claims are made or threatened against you which would adversely affect the implementation of the Programme during the period of the Grant Agreement.
4. You will tell us as soon as possible of any investigation being conducted into your organisation, the Trustees, directors, employees or volunteers by the Police, HMRC or any regulatory body.
5. You will be available to have meetings with us and will allow us, or those acting for us, full and free access to your records however and wherever held.
6. You will not apply for any duplicate funding for the Programme, or any part of it, or any related administration costs that we are funding.

**Implementation of Programme**

1. You agree, and will ensure that all third parties also agree, to comply with all laws regulating the way you operate, the work you carry out, the staff you employ or the goods you buy, including (but without limitation):

* Employment legislation;
* Data Protection Legislation;
* Health and safety legislation;
* Child and vulnerable adult protection legislation, including if appropriate, gaining registration under the Children’s Act 1989 or the Children (Northern Ireland) Order 1955;
* Procurement legislation;
* the Equality Act 2010;
* Charity law in the jurisdiction where you are based;
* The Bribery Act 2010;

1. You will maintain a prudent level of insurance to cover your liabilities at all times, including employee and public liability insurance with a limit of indemnity of not less than £5,000,00 in each case and professional indemnity insurance of not less than £1,000,000 in relation to any claim or series of claims arising from the Programme.
2. You will obtain and maintain all necessary consents, resources and expertise to implement the Programme.
3. You will take reasonable steps to obtain value for money when buying goods and services in connection with the Programme by obtaining quotations or applying competitive tendering.
4. You have, and will keep in place, adequate procedures for dealing with conflicts of interest.
5. If any part of the Grant is used directly or indirectly to purchase or develop any intellectual property rights then you will take all necessary steps to protect such rights and to ensure that any financial benefit derived from the exploitation of such rights is applied for public benefit in line with the objectives of the Programme.
6. You will keep all assets funded by the Grant safe and in good repair and will make sure you have adequate insurance cover for all of them. Any loss resulting from payments made for assets before delivery will be your responsibility. If the assets are damaged, destroyed or stolen, you must repair or replace them.
7. You shall not unlawfully discriminate within the meaning and scope of any law, enactment, order or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation, age or otherwise) and you shall take all reasonable steps to secure observance of this clause by all your employees or agents and all suppliers and sub-contractors engaged on the Programme.

**Contracts between you and third parties**

1. Whilst you may contract with third parties for the implementation of individual projects, you will remain responsible for the Programme and for meeting the terms and conditions of the Grant.
2. Where a project is to be implemented by a third party, before you pay them any money you must enter into a contract with them which contains reasonable and adequate terms and conditions to safeguard the Grant and enforce relevant obligations of the Grant Agreement including the right to terminate the arrangements and recover the sums advanced to the third party.

**Annual report and accounts**

1. For the period of the Grant Agreement you will acknowledge the Grant in your annual reports and accounts and show it as restricted income.
2. You shall keep separate accurate and up-to-date accounts and records of the receipt and expenditure of the Grant monies received by you.
3. You will send us a copy of your annual report and accounts as soon as they have been published.
4. You will keep proper and up to date accounts and records for at least six years after the termination of the Grant Agreement, including management accounts, personnel and payroll records and invoices, which show how the Grant has been applied.  You will make these records available to us if requested.

**Communications**

1. You and Ageing Better will maintain regular contact on external communications regarding the Programme, informing and liaising on planned outputs ahead of time.
2. Both you and Ageing Better will give each other due notice of communications activities relating to the Programme.
3. You and Ageing Better will agree a form of words to describe the partnership, share brand guidelines, publications from each organisation, establish press office and out of hours contacts, and liaise regularly about communications opportunities.
4. Neither you nor Ageing Better will speak on each other’s behalf.
5. Both you and Ageing Better will continue to publish information independently that is not linked to the Programme.
6. You must acknowledge our funding and refer to Ageing Better in any communications or public statements that refer to the Programme and/or individual projects – this includes (but is not limited to): press statements, broadcast interviews or comment, websites, blogs, social media campaigns, merchandise, accounts and public annual reports, posters and flyers or in written or public presentations.
7. When publicising areas of your own work to which the programme funded by Ageing Better contributes; you will acknowledge the contribution of our grant to the achievement of your activities in those areas.
8. You will tell us promptly about any changes to information you have provided us about the Programme and will make sure that the information we hold is always true and up to date.
9. You accept that we will publicise the Grant, the Programme and any individual project. We may carry out any form of publicity and marketing across a range of media, including digital, social, broadcast and newspapers to promote the Grant. We will keep you informed of these publicity and marketing outputs. You will provide us with your logo and any brand or communications guidelines to help us in our publicity of the Grant and we will distribute plans and literature to you prior to it being made public.
10. You agree to do whatever we reasonably require in order to assist with any form of publicity and marketing, including any press or media related activities.
11. You accept that we may share information about the Grant, the Programme and any individual project with any persons or organisations of our choice.

**Intellectual Property**

1. All Background Intellectual Property is and shall remain the exclusive property of the Party owning it.
2. You and Ageing Better shall be responsible for identifying and agreeing in writing any Background Intellectual Property used, or to be used, in the course of the Programme and the owner of the same, prior to or as soon as reasonably practicable following its disclosure in the course of the Programme
3. You acknowledge that you and Ageing Better may require access to the other’s Background Intellectual Property in order to undertake the Grant.
4. You and Ageing Better hereby grant to the other an irrevocable, non-exclusive, perpetual and royalty-free licence to use its Background Intellectual Property during the term of the Grant for the purpose of carrying out the Programme.
5. All Foreground Intellectual Property that arises or is obtained or developed in the course of or in connection with this Grant shall vest in us.
6. The provisions of this Condition 45 shall survive the termination of the Grant.
7. You can use any Intellectual Property arising from the Programme following approval from us, approval will not be unreasonably withheld.

**Monitoring**

1. You will monitor the progress of the Programme and provide progress reports to us as we require.
2. You will send us any information we ask for about the Programme and any individual project and its activities, the number of participants and beneficiaries and such other information as we may require.
3. You will allow Ageing Better’s approved external evaluators access to Programme materials, including speaking to staff and participants and access to raw data as requested.
4. You will provide us with a report on the Programme in the form we request. We will not authorise any further payments until we receive a report which is to our satisfaction.
5. You understand that your obligations under the Grant Agreement will only come to an end after you have produced and submitted a final report to our satisfaction.
6. You will tell us immediately of anything that delays or threatens in a significant manner or makes unlikely the completion of the Programme or any individual project.
7. You will comply with any reasonable requirements that we may have for site visits and meetings with your officers or agents at any time during the Programme.
8. You will provide us with a final report on completion of the Programme which shall confirm whether the Programme has been successfully and properly completed.

**Payment of Grant and financial reporting**

1. We will pay the grant in accordance with the payment schedule shown within the offer of grant letter.
2. We will pay the Grant by bank transfer (BACS) into a UK-based bank account or building society account in your name.  The account must require at least two signatories for any payment.
3. In advance of each Grant payment you will submit a Grant payment claim, an income and expenditure report and a project progress report in the form we require. Grant payment claims shall only be for agreed Programme expenditure.
4. When you make a Grant payment claim, if we are not satisfied that you have met all the terms of the Grant Agreement or we need further information, we may ask for this and postpone payment of the Grant until the terms are met or we receive the requested further information.
5. We will not be liable for any losses or costs if we do not make Grant payments within the timescales you expect.
6. If you (or any organisation to which you grant Ageing Better funds) do not spend the whole of the Grant on the Programme, you must return the unspent amount to us promptly.
7. You shall promptly repay to us monies incorrectly paid to you either as a result of an administrative error or otherwise. This includes, without limitation, situations where either a incorrect sum of money has been paid or where the Grant has been paid in error before all conditions attaching to the Grant have been complied with by you.

**VAT**

1. You acknowledge that the Grant is not consideration for any taxable supply for VAT purposes by you to us. You understand our obligation does not extend to paying you any amounts in respect of VAT in addition to the Grant and that the Grant made by us is inclusive of any VAT if payable.
2. You will notify us immediately if any irrecoverable VAT claimed under the Grant becomes recoverable and you agree to repay us immediately any VAT you recover

**Repaying and recovering Grant**

1. We may suspend payment of the Grant if we want to investigate any matters concerning the Programme or the use of the Grant. We accept no liability for any consequences, whether direct or indirect, that arises from suspension even if the investigation finds no cause for concern.
2. If you fail to comply with the terms of the Grant Agreement, you must inform us immediately.
3. We may withhold payment or demand repayment of all or part of the Grant at our absolute discretion, if:
4. You fail to meet any of these terms and conditions.
5. You wrote anything significant in your application that was dishonest, wrong or misleading.
6. You or any other person or organisation operating for you give us any significantly misleading or inaccurate information, whether deliberate or accidental during the period of the Grant Agreement.
7. You receive duplicate funding from any other source for the same or any part of the Programme.
8. You do not use the Grant for the purpose set out in your application for the Grant.
9. You make significant changes to the Programme without our approval beforehand.
10. You act fraudulently, illegally or negligently.
11. You cease to operate.
12. You (if you are a body corporate) are placed into receivership, administration or liquidation or present a petition or have a petition presented by a creditor for your winding up or call a meeting or your creditors or have a receiver of all or any of your undertaking or assets appointed, or are deemed to be unable to pay your debts or take any other step preparatory to insolvency proceedings or if the Charity Commission opens an inquiry under section 6 of the Act or exercises any of its powers under section 76 of the Act.
13. You negotiate for any composition with your creditors or make any arrangement or assignment for their benefit, or are deemed to be unable to pay your debts.
14. There is a material change of your status, ownership or control.
15. You cease to carry out the activities which were, at the date of the Grant Agreement, your principal activities.

**Additional conditions**

1. We have the right to impose additional terms and conditions on the Grant in the Grant Offer Letter if:
2. You are in breach of the terms of the Grant Agreement.
3. We withdraw any part of the funding for the Programme.
4. Any funding due from other sources for the Programme has been withdrawn or otherwise cannot be used for the Programme.
5. We judge that members of your governing body, volunteers or staff or any person or organisation closely involved in carrying out the Programme act in a way that may have a detrimental effect on the Programme or on our reputation.
6. We believe such conditions are necessary or desirable to make sure that the Programme is delivered as set out in your application or following any agreed changes.

**Liability, Waivers and Remedies**

1. We accept no liability for any consequences, whether direct or indirect, that can come about from you running the Programme, the use of the Grant or from withdrawal from the Grant. You shall indemnify us, our employees, others or sub-contractors with respect of all claims, demands, actions, costs, expenses, losses, damages and all other liabilities arising from or incurred by reason of your actions and / or arising in relation to the Programme. Subject to this clause, our liability under this Agreement is equivalent to the value of the Grant.
2. No relaxation, forbearance, delay or indulgence by us in enforcing any of the terms and conditions of the Grant Agreement or the granting of time by us to the other shall prejudice, affect or restrict our rights and powers, nor shall any waiver by us of any breach of the terms of the Grant Agreement operate as a waiver of any subsequent or any continuing breach hereof.
3. Our rights contained in the Grant Agreement are in addition to all rights which we have or may have pursuant to common law or statute.
4. Where you are comprised of more than one person, any liability arising under the Grant Agreement is the joint and several liability of each such person.
5. Any liabilities arising at the end of the Programme, including any redundancy liabilities for staff employed by you to deliver the Programme must be managed and paid for by you using the Grant or other resources. There will be no additional funding available from us for such payment.

**Third Party Rights**

1. No term of the Grant Agreement shall be enforceable by any person who is not a party to it.

**Force Majeure**

1. Neither you nor we will be deemed to be in breach of the obligations contained in the Grant Agreement if you or we are prevented from carrying them out due to circumstances beyond your or our respective control, provided that:
2. if it is possible to achieve the purpose of the obligation in any other reasonable expedient manner the breaching party shall do so;
3. as soon as the preventing circumstances cease to apply the party that is in breach shall promptly fulfil any outstanding part of the obligation;
4. you and we will co-operate to minimise any adverse consequences during the period of the intervening force majeure circumstances; and
5. if the circumstances continue to apply for a period of more than 12 months, then either party may serve written notice upon the other to terminate the Grant Agreement with immediate effect.

**Accepting the Grant**

1. If you are in doubt about being able to meet any of these terms and conditions, or any of the terms in the Grant Offer Letter, you should seek advice before indicating your formal acceptance.
2. You should indicate acceptance of these terms and conditions by signing and returning to us our formal Grant Offer Letter. An authorised signatory must sign the Agreement. We will not make any payments until this has happened.

These terms and conditions are governed and construed in accordance with the laws of England and Wales and the parties irrevocably submit to the exclusive jurisdiction of the English Courts.

**Age-friendly and inclusive volunteering – legacy grant**

# **Appendix 2**

**Non-Canvassing Certificate**

To: Centre for Ageing Better

Re: Age-friendly and Inclusive Volunteering grant (the “Grant”)

Non-Canvassing Certificate

I/we hereby certify that I/we have not canvassed or solicited any officer or employee of Ageing Better in connection with the award of the Grant and that no person employed by me/us or acting on my/our behalf has done any such act.

I/we hereby further undertake that I/we will not in the future canvass or solicit any officer or employee of Ageing Better in connection with the award of the Grant and that no person employed by me/us or acting on my/our behalf will do any such act.

Signed for on behalf of the Applicant by a duly authorised signatory of the Applicant:

Signed:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Position/Status:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

On behalf of:

(name of Applicant) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Age-friendly and inclusive volunteering – legacy grant**

# **Appendix 3**

**Supply Chain of Conduct**

Ageing Better is committed to carrying out procurement activities in an environmentally, socially, ethically and economically responsible manner and to entering into agreements and contracts with suppliers that share and adhere to its vision.

To demonstrate this commitment, Applicants are asked to acknowledge their compliance with the principles of the Supply Chain Code of Conduct for this Grant, below, with respect to their organisation and their supply chain:

With respect to Social Compliance, Applicants shall:

**(i) Not use forced, involuntary or underage labour**

* Employees should be free to choose their employment and leave that employment without hold by financial deposit of personal items
* Forced, bonded or involuntary prison labour shall not be used
* Support the effective abolition of child labour
* Comply with the national minimum age for employment, or minimum age 15, whichever is the higher unless a lower minimum age is permitted under International Labour Organisation (ILO) convention 138
* Where any child is found to be engaged in performing child labour, to provide support for that child to enable them to complete , as a minimum, their compulsory education (even if they shall cease to be involved in child labour) or an equivalent education level, as provided for under the UNI Covenant on Economic , Social and Cultural Rights. Such support by the Tenderer should recognise and not prove detrimental to the conditions of the child or those that their work supports

**(ii) Provide suitable working conditions and terms**

* At least statutory minimum wages (or if none, a realistic living wage) must be paid without discrimination to all employees and all non-statutory deductions must be with the consent of the employee
* Working hours must be excessive (not over 48 hours per week, excluding overtime) and must allow for at least 1 day off for each 7 day period on average. Working beyond this should be non-regular and of employees own will
* A safe and hygienic working environment must be provided, including any catering or accommodation areas. Any hazardous working, as defined by ILO, should only be carried by persons age 18 years or over
* All equipment must be safe for use and processes must allow a safe working environment
* Policies and processes must be in place for recording and eliminating occurrence / reoccurrence of health and safety related incidents

**(iii) Treat employees fairly**

* Allow employees the freedom of association to join (but not be forced to join) , or be represented by, a trade union or similar organisation of their choice, and be free to leave organisations
* Not discriminate or unfairly treat any employee for any reason including education, social class/ caste, nationality, trade union membership or any of the 9 Protected Characteristics of the UK Equality Act 2010
* Provide a workplace free from discrimination, harassment or victimisation
* Treat all employees with respect and dignity, and not accept inequality as justifiable on a basis of culture
* Remunerate all employees equally at the same employment grade, regardless of any characteristics listed above, unless statutory conditions require otherwise.

**With respect to Ethical Compliance & Economic Applicants shall:**

* As a minimum, comply with all laws and regulations of the countries they are working in, manufacturing in or trading with, as applicable
* Not be involved in any way with acts of corruption or bribery, or support acts of violence or terrorism or abuse of individual people or communities
* Not force unsustainable or unfair contract terms on their suppliers, or throughout their supply chain, nor allow unfair exploitation of a dominant market or customer position
* Support fair trade conditions for producers, where applicable
* As a minimum, comply with all financial regulations and taxations of the countries they are working in, manufacturing or trading with, as applicable
* Include community benefit delivery in the locality of where the contract is performed (including publishing and delivering levels of local training and employment opportunities)
* Appoint sub-contractors through an open and fair process, such as public advertising of such opportunities wherever possible
* Act at all times with respect and integrity, including open and transparent accounting
* Allow staff protection if reporting misconduct or raising concerns with respect to their own, or another organisation, and ensure all affected staff are treated in a fair and transparent manner

**With respect to Environmental Compliance Applicants shall:**

* As a minimum, comply with all local and national environmental laws, regulations and directives of the countries they are working in, manufacturing in or trading with , as applicable
* Actively avoid causing environmental damage and / or negative environmental impact through manufacture and supply of the goods or services and disposal of supply chain waste
* Have a business plan in place, and be acting on it, to minimise their environmental impact year on year and adopting or working towards internationally recognised environmental standard and/ or behaviours
* Encourage the development and use of environmentally friendly technologies
* Promote positive environmental impacts (such as reduced carbon emissions, better carbon management, waste management and water management, reduced pollution levels and technological improvements) through their activities wherever possible.

I confirm that I am authorised and have all requisite corporate authority to make this declaration on behalf of the entity referred to below.

I hereby confirm that the entity referred to below adheres to this Supply Chain Code of Conduct and, if successful in this grant application, shall ensure its supply chain adheres to the Code of Conduct also in order to enforce and promote sound social, ethical, environmental and economic practices.

Signed:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Position/Status:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

On behalf of:

(name of Applicant)  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_