

DRAFT UNTIL ISSUED

PRECEDENT DELEGATED GRANT SCHEME AGREEMENT

1. Parties

This Agreement is made the day of 2023

Between the Armed Forces Covenant Fund Trust (“the Trust)

and

XX of XX,

(“the Lead Organisation”), being the Delegate to be appointed under this Agreement

2. Interpretation

In this Agreement:

- 2.1 The Delegate is the organisation appointed by the Trust to act as the Lead Organisation in the delivery of the Grant Scheme funded by the Office for Veterans’ Affairs under the Veterans Mobility Fund
- 2.2 The Grant Scheme means the grant making scheme to be known as [XX.]
- 2.3 The Functions means the functions relating to the distribution of money as described in this Agreement
- 2.4 The Accountable Officer for the funds delegated under this Agreement will be XX [CEO of Lead Organisation]

3. Appointment

The Trust appoints the Delegate as the Lead Organisation in relation to the Grant Scheme in accordance with the provisions of this Agreement and on the Trusts’ Standard Conditions of Grant (annexed to this Agreement as Schedule 1) to exercise the following Functions:

- 3.1 the issue, receipt, assessment, consideration and determination of applications for grants.
- 3.2 the awarding of in-kind grants.
- 3.3 monitoring of grants made; and
- 3.4 promotion of the Grant Scheme.

4. Term

This Agreement will commence on **dd/mm/yy** and end on **dd/mm/yy** unless terminated earlier by the provisions of clause 22.

5. The Grant Scheme

The Grant Scheme will operate in the **United Kingdom/ England and Wales/Northern Ireland/Scotland/**.

6. Budget

The Trust will make available a maximum of **£xx**, inclusive of all costs and applicable taxes for the performance of the Functions and for the payment of all grants to be made under the Grant Scheme (the "Grant Scheme Budget").

7. Payment Arrangements

The Trust will pay the Grant Scheme Budget to the Lead Organisation in accordance with the provisions of Schedule 2 annexed to this Agreement.

The Payment(s) will be made by bank transfer into a Bank Account in the name of the Lead Organisation and entitled Office for Veterans Affairs Delegated Grant Scheme, and which requires a minimum of two signatories to authorise any withdrawal (the Bank Account).

The Scheme Budget will be held on trust for the Trust pending payment of approved grants.

8. Outcomes

The Grant Scheme is intended to provide the following outcomes **XX**

9. Assessment and Decision Making

The Lead Organisation shall consider each valid application made to it in accordance with the assessment process contained in **Schedule 3** annexed to this Agreement.

Decisions on applications shall be made by [**a committee meeting of no less than three Trustees of the Lead Organisation**] [**not less than x persons as may be approved in writing by the Trust**] who shall consider a report containing those details relating to each application as specified in **Schedule 3**.

The Lead Organisation shall properly record each decision reached including the names of those persons making the decision, the reasons, and any other significant consideration.

The Lead Organisation shall take such steps as are necessary to ensure that any person whether a trustee employee consultant agent or otherwise engaged by the Lead Organisation to carry out the Functions is aware of and complies with the provisions of clause 16 (conflict of interests).

10. Grant Conditions and Enforcement

Each offer of grant made by the Lead Organisation shall be subject to the terms and conditions contained in Schedule 4 annexed to this Agreement and the grant shall be made only after the grant recipient has accepted the terms and returned a signed copy.

The Lead Organisation will enforce the terms of grant in accordance with the provisions contained to that effect in **Schedule 4**.

11. Monitoring of Grants including asset recording and repayment of grant

The Lead Organisation shall be responsible for monitoring the use of grants made under the Grant Scheme by, but not limited to:

- 11.1 taking the action required to ensure grant holders comply with their obligations to report on progress and achievements.
- 11.2 visiting a sample of grant holders in each year of the Grant Scheme (the size of that sample to be agreed in writing with the Trust).
- 11.3 recording the details of assets funded by grants as required from time to time by the Trust and supplying such details to the Trust on an annual basis; and
- 11.4 taking appropriate action to investigate any matter giving rise to a reasonable possibility that a breach of the terms and conditions of grant has occurred or is likely to occur.

The Lead Organisation shall report to the Trust any anticipated or actual breach of the terms and conditions of grant coming to its attention whether resulting from such monitoring and shall supply such additional information as is reasonably necessary for the Trust to consider the action to be taken. The Trust will at its sole discretion decide whether the Lead Organisation or the Trust will undertake recovery proceedings in the event of any irremediable breach and will direct the Lead Organisation accordingly.

12. Evaluation of Grant Scheme

The Lead Organisation will supply information to the externally appointed evaluator for evaluating the Grant Scheme in accordance with the provisions of **Schedule 5** annexed to this Agreement.

13. Management

The Lead Organisation shall employ or otherwise engage suitably qualified and experienced persons to undertake its responsibilities under this Agreement and shall perform those responsibilities with reasonable skill care and diligence to such high standard of quality as is reasonable.

The Lead Organisation will supply summary reports at regular intervals (such intervals to be agreed with the Trust) of applications and grants, which will include but is not limited to, the following information:

- 13.1 Number of enquiries received in the period from groups interested in making applications
- 13.2 Number of applications received in the period
- 13.3 Number outstanding at end of period
- 13.4 Number of rejected applications with summary of reasons in each case
- 13.5 Number of grants approved and total amount
- 13.6 Names and location of successful applicants with summary of project purpose.

The Trust may request additional summary reports from time to time.

The Lead Organisation will promptly reply to all requests made by the Trust for information requested under the provisions of the Data Protection Acts or the Freedom of Information Act.

The Lead Organisation shall make arrangements satisfactory to the Trust for the receipt, investigation and consideration of complaints made concerning the exercise of the Functions which shall include:

- 13.7 recording details of the complainant, the nature of the complaint, the action taken to investigate, the response to the complainant, and any remedial or consequent action.
- 13.8 timescales for investigation and response.
- 13.9 nomination of a suitable person to be responsible for investigation and response of complaints.
- 13.10 informing the Trust of complaints received and action taken; and
- 13.11 publicising the availability of the arrangements.

The Trust may at any time decide that it will investigate or respond to any such complaint itself and the Lead Organisation shall take any action necessary to assist the Fund or if so required its Independent Complaints Reviewer.

The Lead Organisation's Project Manager shall meet with the Trust's Representative at regular intervals to review the progress of the Grant Scheme, to identify any problems or potential problems, to agree any specific action.

The Lead Organisation shall promptly comply with all reasonable requests or requirements of the Trust's Representative.

14. Promotion including the Trust's involvement

The Lead Organisation will publicise the availability of the Grant Scheme in a way intended to ensure all individuals eligible to apply and working with the beneficiary group and in the geographical areas specified in Clause 5 of this Agreement have access to information enabling them to apply and in accordance with the provisions of **Schedule 6** annexed to this Agreement

15. Confidentiality

The Lead Organisation shall keep confidential and not disclose and shall procure that its employees keep confidential and not disclose any information obtained by reason of this Agreement save for information in the public domain or as authorised by law or in writing by the Trust.

16. Conflicts of Interest

The Lead Organisation and any subsidiary or parent organisation shall not submit any application for grant under the Grant Scheme and shall not permit any lobbying from any applicant nor shall the Lead Organisation or any such associated organisation or any employee honorary officer trustee or member of the managing body of the delegate or associated organisation act as a referee or otherwise be involved in preparing any application under the Grant Scheme.

Any person whether a trustee employee consultant agent or otherwise engaged by the Lead Organisation to carry out the Functions who has an interest or association whether pecuniary or not in or with any applicant group or other group likely to be affected by an application shall declare that interest. If a substantial interest the person shall withdraw from any committee meeting considering the application, and shall not take part in any assessment or consideration of the application, including the preparation of any report relating to the application, or participate in any way in making the decision relating to that application. The Lead Organisation shall maintain records of such declarations including in the minutes of any committee meeting.

17. Data Protection and Freedom of Information Requests

The Lead Organisation shall comply with the requirements of the Data Protection Act 1998. The Lead Organisation acknowledges that, when acting as the Trust's Delegate, it is holding the Trust's information and is covered by the requirements of the Freedom of Information Act 2000. It will promptly inform the Trust if it receives any requests for disclosure and will always promptly provide information if requested by the Trust.

18. Information and Audit including access to Premises and Records

The Lead Organisation shall make available any information reasonably requested by the Trust or the National Audit Office for the purpose of audit, compliance with the provisions of the Freedom of Information Act 2000 or other reasonable enquiries relating to the management of the Grant Scheme and shall allow such access to its premises and contact with its employees as is necessary for these purposes. The Fund may share information about the Grant Scheme with other funders, Government departments, organisations providing matching funding and other organisations with a legitimate interest in funding applications as well as with members of the public who make a request for information under the Freedom of Information Act 2000.

19. Warranty and Indemnity

The Lead Organisation warrants the accuracy of all representations and statements made in connection with its application to the Fund to be appointed as the Trust's Delegate for the purposes of the Grant Scheme.

The Lead Organisation indemnifies the Trust against any expense, liability, loss, claim or proceedings in respect of personal injury death or loss or damage to property arising out of the performance of its responsibilities under the terms of this Agreement.

20. Default

If the Lead Organisation does not perform the Functions in accordance with this Agreement or otherwise fails to comply with its provisions the Fund may without prejudice to any other remedy:

- 1 require the Delegate to promptly redo any task not properly performed; or
- 2 assess the cost of remedying the failure or any damage suffered and deduct such cost from any sum due to the Lead Organisation.

21. Assignment

This Agreement and the benefits and burdens shall not be assigned or sub-let by the Lead Organisation.

22. Termination

In the event of any breach of this Agreement by either party, the other party may by notice in writing require the breach to be remedied within a specified reasonable period. If the breach is not remedied within that period, the party not in breach may terminate this Agreement by notice in writing with immediate effect or within such period as may be

specified in the notice.

The Trust may terminate this Agreement by notice in writing with immediate effect or within such period as may be specified in the notice if at any time the Fund is of the reasonable opinion that the Lead Organisation has committed or is about to commit an Event of Default as specified in Schedule 1 or bring the Trust's reputation into disrepute.

23. Notices

Any notices to be given under this Agreement shall be served by personal delivery, sending by post, or by email addressed in the case of the Trust to the Chief Executive of the Trust and in the case of the Delegate to its Chief Executive. Such notices shall be deemed to be served if delivered personally, at the time of delivery, if sent by post forty or email eight hours after posting,

24. Accountable Officer

For the purposes of this Grant Scheme and in accordance with the terms of the Letter attached hereto in draft form as Schedule 7, the Trust appoints **XX** as the Accountable Officer and the Statement of Assurance as attached in draft form in **Schedule 8** will be executed.

Schedule 1

Standard terms and conditions for External Delegated Grant Schemes awarded under the Veterans Mobility Fund

This Grant Agreement is important. It sets out the standard legal conditions of our grant offer to you. You accept that these standard terms and conditions are not negotiable.

This is a legal document and you should ensure that you fully understand your responsibilities before accepting a grant from us.

1. Definitions

1.1 “You” and “your” means the organisation receiving a grant from the Office for Veterans Affairs to be administered by the Armed Forces Covenant Fund Trust which is subject to these terms and conditions.

1.2 “We”, “us” and “our” means the Office for Veterans Affairs or the Armed Forces Covenant Fund Trust as the context requires and includes our employees and those acting for us.

1.3 The “external delegation scheme” means the grant scheme that you are giving us the grant for, as set out in our application form and any supporting documents, and/or as varied by the grant agreement.

1.4 The ‘Project’ means the external delegation scheme that we have agreed to support with a grant as set out in the Offer Letter and in accordance with this Grant Agreement.

The ‘Grant Agreement’ includes and incorporates:

1.1.1. these standard terms and conditions;

1.1.2. the Offer Letter which sets out any additional conditions;

1.1.3. your application form and any documentation confirming changes to these plans which may include a revised budget; and.

1.1.4. Schedules 1 and 2 which will be finalised in discussions with you within 2 months of this Offer Letter. These will comprise the agreed milestones and payment schedule

1.5 The “Funding Period” means the fixed term specified in the grant Offer Letter.

2. The Grant

- 2.1 You acknowledge that you are holding the grant on trust for the beneficiaries of the Project and therefore you must use the grant exclusively for the Project.
- 2.2 The amount of the grant is set out in the Offer Letter. We are not able to increase the amount of the grant. The amount of the grant may be different to the amount that you applied for.
- 2.3 You must accept our offer within four weeks of receiving it by signing and returning one copy of the Offer Letter. If you do not return the signed Offer Letter within four weeks the offer will be automatically withdrawn. The Offer Letter must be signed by two people who are authorised to sign on behalf of the organisation.
- 2.4 We will agree with you the monitoring requirements of the grant and Schedule 2 which will detail the payment instalments. At that point we will issue you with the agreed Schedules and any additional terms and conditions we have agreed. In the unlikely event that we cannot agree the Schedules, the Offer will automatically lapse.
- 2.5 The date of the Grant Agreement will be the date of our Offer Letter.
- 2.6 You must tell us promptly about any changes to information you have given us, including any changes to your bank or building society details and you must make sure that the information we hold about your organisation is always true and up to date.
- 2.7 You will tell us immediately if any offer of duplicate and/or match funding for this Project which you told us you would receive is withdrawn or reduced at any time during the Project or if additional funding is offered.
- 2.8 You must not use the grant to pay for any spending commitments you have made before the date of the Grant Agreement.
- 2.9 You must hold any unused part of the grant on trust for the beneficiaries of the Project at all times and if you spend less than the whole grant on the Project, you must return the unspent amount to us on demand.
- 2.10 If at any time we are not satisfied that you have met all the terms of our Grant Agreement, or we require extra information or documents, we will let you know and/or will request this information and we may postpone payment of the grant until we decide that the terms are met or until we receive the information we want.

3. The Project

- 3.1. You will award at least some of the grants within six months of the date of the external delegation scheme.
- 3.2 You agree to deliver the Project within the time agreed, subject to any approved grant variations.
- 3.3 If you want to enter into an agreement with any third party with a view to commercial exploitation of the Project or anything relating to it, you must contact us to obtain our prior written consent. Our consent may be subject to conditions, including conditions requiring the repayment of all or part of the grant.
- 3.5 You must maintain adequate insurance at all times. This includes employee and public liability insurance.
- 3.6 You 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. You will ensure that you have an equal opportunities policy in place at all times, to help you comply with all relevant laws and good practice whilst the Grant Agreement remains in force. You will obtain any planning permission and all approvals, copyright and other consents and licences required by law or by us. This will include but without limitation compliance with all employment legislation, equality legislation, health and safety requirements compliance with the requirements of GDPR and all other relevant legal or regulatory approvals necessary for the Project to be delivered. In particular, but without limitation, you will ensure that all staff or volunteers involved in the delivery of medical and /or specialist activities or therapies are professionally trained and fully and appropriately qualified and insured. You will be registered with OFSTED or the Care Quality Commission if appropriate for the delivery of your services and this Project.
- 3.7 If your Project involves work with children and adults at risk (“vulnerable people”), you will take all reasonable steps to ensure their safety. You will obtain the written agreement from the legal carer or guardian before having any direct contact with any vulnerable person. You will have and carry out an appropriate written policy and have a set of procedures in place at all times to safeguard vulnerable people, which will include procedures to check backgrounds and disclosures of all employees, volunteers, trustees or contractors who will supervise, care for or otherwise have significant direct contact with vulnerable people with the Disclosure and Barring Service.

4. Information, publicity and evaluation

- 4.1 You must follow our branding and publicity guidelines at all times if practical and appropriate. You will acknowledge the Office for Veterans Affairs and the Armed Forces Covenant Fund Trust by following the guidelines we will provide. You should feature the

required logos on any grant funded building or vehicle and on all information, marketing and publicity materials including digital media relating to the Project. You should also incorporate verbal and written acknowledgment of our support into your communications.

- 4.2 You hereby give us permission to use, in our sole discretion and as we think fit, any materials produced for or by the Project. You hereby grant us a non-exclusive, worldwide, royalty free perpetual licence to reproduce part or all of your Project or related documents as we may reasonably require for marketing, publicity, research and evaluation and reporting purposes.
- 4.3 If asked by us, you will provide information and materials for us to evaluate the grant programme as a whole and/or your Project outcomes.

5. Payment of the grant

- 5.1 Subject to satisfactory receipt of any information required from time to time, we agree to pay you the total grant in instalments according to Schedule 2.
- 5.2 We will pay the grant by way of instalments agreed in Schedule 2 by bank transfer (BACS) into a UK-based bank account or building society account in your name, which requires the signatures of at least two authorised people for every withdrawal. You may use a debit card to make cash withdrawals or payments from this account for any purchases in relation to this Project provided that at least two authorised people sign off the monthly account before payment.
- 5.3 You understand and accept that we will not increase the grant if you spend more than the total grant awarded as stated in the Offer Letter.
- 5.4 We will not be liable for any losses or costs (including, but not only, bank charges) if we do not make grant payments on the dates agreed in Schedule 2. Payments agreed in Schedule 2 will be dependent upon the timely submission of, and our approval of, the grant monitoring information. If you do not submit satisfactory information to us, the grant payments agreed in Schedule 2 may be suspended.
- 5.5 You will show the grant and related expenditure in its annual accounts under the description of “Office for Veterans Affairs Funding” as a restricted fund. If you have more than one restricted fund, it will include a note to the accounts identifying each restricted fund separately. If you have more than one grant from us, you will record each grant separately in the notes to the accounts. You will identify unspent funds and assets in respect of the grant separately in your accounting records and acknowledge our grant in your annual report and accounts.

6. VAT

- 6.1 You acknowledge that the grant is not consideration for any taxable supply for VAT purposes. You acknowledge that our obligation does not extend to paying you any amounts in respect of VAT in addition to the grant.
- 6.2 If you are registered for VAT, or subsequently become liable to register for VAT, you must keep proper and up to date records and you must make those records available to us and give us copies when requested.
- 6.3 If we have agreed to fund any or all of the VAT costs associated with your Project and you subsequently recover any VAT, you must pay us back immediately any of the VAT that has been paid for with the grant.

7. You agree that

- 7.1 You must meet any special or additional conditions which may have been agreed between us in writing from time to time and which will be deemed incorporated into this Grant Agreement.
- 7.2 You must ensure that all current and future members of your governing body, or if you are a statutory body the executive team responsible for delivering the Project, receive a copy of this Grant Agreement while it remains in force and will ensure that the receipt of this grant and the delivery of the Project are within the scope of your constitution and if asked by us you will provide a legal opinion from your solicitors confirming this. You will ensure that you have at least three unrelated trustees or directors governing your organisation in place at all times.
- 7.3 You must tell us in advance if you want to make any significant changes to your legal status, to the Project or to the name of the Project being delivered under this Grant Agreement. We will not unreasonably withhold its consent to any such changes.
- 7.4 You must write to us as soon as possible if any legal claims are made or threatened against you and/or which would adversely affect the Project during the period of the grant (including any claims made against members of your governing body or staff).
- 7.5 You must tell us in writing as soon as possible of any investigation concerning you, your trustees, directors, employees or volunteers carried out by the Police, Charity Commission, the Office of the Scottish Charity Regulator, the Charity Commission for Northern Ireland,

HM Revenue & Customs or any other regulatory body.

7.6 You must us immediately of any proposed changes that may threaten your solvency and inform us immediately if you are proposing to enter into any arrangement with any creditors.

7.7 You will inform us immediately in writing of anything that significantly delays, threatens or makes unlikely the Project's completion, including any delay or difficulty in fulfilling your obligations to work with others as specified in the Offer Letter.

8. Agreements between You and grant recipients

8.1 Even though you will pay the grant to the grant scheme recipients, you understand that you remain accountable for delivering the external delegation scheme and for keeping all of the grant terms and conditions.

8.2 You will ensure that the awarding of the in-kind grants to the grant recipients is subject to an agreement containing reasonable and adequate terms and conditions to safeguard the grant and all relevant obligations from the external delegation scheme including these terms and conditions. The terms and conditions for grant recipients must include provisions for a grant recipient to return the in-kind grants if any of the events listed in clause 12 occurs.

8.3 If you recover money from a grant recipient, you will repay this money immediately to us, unless we agree otherwise in writing.

9. Monitoring

9.1 You understand and accept that we will monitor the progress of the Project and will require you to complete all the grant monitoring activities on time.

9.2 To enable this, you will need to send us all such information as we may in our sole discretion reasonably request from time to time. This includes the grant monitoring information, and copies of all or any other relevant documentation about your financial details and operational systems and processes and any other information which we may deem relevant to our understanding of how the Project is being delivered and the funding used. If we ask, you must give us, or any person nominated by us, or the National Audit Office access to all records relating to the Project or subsequent profit made by the Project upon demand, including (but not limited to) accounts and any other financial records, VAT and any other tax records. We can ask for access to these records for up to seven years after the Project has finished.

9.3 You will be available for meetings with us, as may be reasonably requested, relating to the

Project.

9.4 You will provide us with a full report on the Project within three months of completing it, using our end of grant report form which we will send to you. You understand that the grant is finished only after you have completed this report to our satisfaction and we have received to our satisfaction the evidence of expenditure we have requested for the period of the Grant Agreement.

10. Conditions relating to assets or services purchased with the grant

10.1 If any part of the grant is used to buy any assets, such as computer equipment or to develop intellectual property or a series of related assets or services or a series of services costing more than £10,000, you will put out the order to competitive tender. If the grant is being used to purchase assets or services over the amount determined from time to time by OJEU, you will follow the OJEU regulations. If any part of the grant is to buy an asset or a series of assets which have an economic life of five years or more, regardless of cost you will keep all receipts and invoices for us to look at. If there are good reasons why you cannot tender, you will obtain our written agreement beforehand. You will comply with all anti-bribery and anti-corruption legislation.

10.2 You will not sell, give away or borrow against any assets – other than the mobility equipment awarded in in-kind grants - bought with the grant during the period of their economic life without first receiving our written consent. As the grant comes from public funds, you understand and accept that if we do provide written consent we may require that the sale is at full market value and/or subject to conditions requiring you to repay all or part of the money you receive.

10.3 You understand that we will monitor assets bought with the grant for a period of five years or while the Grant Agreement remains in force, whichever is the shorter. You will supply us with information that we ask for and will allow us to inspect the assets for that period.

10.4 During the grant monitoring period, you will provide an annual statement that the grant funded assets are still in use and insured by you.

11. General conditions

11.1 We will not be held responsible for any action you take, any action you fail to take, or for your debts or liabilities. You are fully responsible for every part of the delivery and content of the Project or for your organisation and the decisions about them. We will not be responsible to anyone else who may take, or threaten to take, proceedings against you.

11.2 You accept that we may share information about your grant with any parties of our choice as well as with members of the public under the Freedom of Information Act 2000. Details of the grant may be broadcast on television, on our website, in newspapers and through other media.

11.3 You may not transfer any part of the grant or this Grant Agreement or any rights under it to another organisation or individual, unless you have entered into an agreement, authorised by us in writing.

11.4 We may reject any future application from you to other programmes we run if you do not comply with these terms and conditions or we judge that you did not handle the grant adequately or if you failed to complete any requests for information we made to you.

12. Breach of these terms and conditions, and suspending or repaying the grant

12.1 If you fail to meet any of these terms and conditions, we may, in our absolute discretion:

* require you to pay back all or part of the grant (regardless of how much you may have already spent if you have not spent it in accordance with these terms and conditions); and/or

* end this Grant Agreement immediately.

12.2 We may recover the grant in our absolute discretion, if any of the following events occurs:

12.2.1 you close down (unless you join with another organisation that can carry out the Project and we have provided our prior written permission);

12.2.2 you make any major changes to the Project with first getting our written permission;

12.2.3 you use the grant for anything other than the Project;

12.2.4 you do not follow our reasonable instructions;

12.2.5 you do not carry out the Project with reasonable care, thoroughness and competence;

12.2.6 you do not complete the Project on time;

12.2.7 you have supplied us with any information that is wrong or misleading, either by mistake or because you were trying to mislead us;

12.2.8 your solvency is threatened or if you are proposing to enter into any arrangement with any of your creditors;

12.2.9 you act illegally or negligently at any time, and we believe it has significantly affected the Project, or is likely to harm our or your reputation;

12.2.10 without first getting our approval in writing, you in some way transfer the grant, your organisation or the Project to someone else; and/or

12.2.11 you fail to declare the receipt of duplicate funding

13. Termination of the Grant Agreement

13.1 These terms and conditions and the Grant Agreement remain in force for whichever of these is the longest time:

- for one year following the payment of the last instalment of the grant;
- as long as any part of the grant remains unspent;
- the expiry of the maximum period required under the Grant Agreement for asset monitoring;
- as long as you do not carry out any of the terms and conditions of the Grant Agreement or any breach of them continues (this includes any outstanding reporting on grant expenditure or Project delivery).

14. Additional conditions

14.1 We have the right to impose additional terms and conditions on the grant if:

- You are in breach of the Grant Agreement;
- We withdraw any part of the funding for the Project;
- We judge that members of your governing body, volunteers or staff or any person or organisation closely involved in carrying out the Project act in a way that may have a detrimental effect on the Project or the reputation of the Office for Veterans Affairs or the reputation of the Armed Forces Covenant Fund Trust;

- If we have reasonable grounds to believe that it is necessary to protect public money; and/or
- We believe such conditions are necessary or desirable to make sure that the Project is delivered as set out in the application form or following any agreed changes.

Schedule 2

Budget and Cashflow

[to be annexed prior to signing]

Schedule 3

The assessment, decision making, grant payment, grant monitoring and other management processes for the Grant Scheme

[to be annexed following agreement with the Trust]

Schedule 4

The terms and conditions to apply to grants made by the Lead Organisation under the terms of the Grant Scheme

[to be annexed following approval by the Trust]

Schedule 5

Evaluation to be undertaken by [TBC]

[to be annexed following agreement with the Trust]

Schedule 6

Promotional activities to be undertaken by the Lead Organisation in respect of the Grant Scheme

[to be annexed following agreement with the Trust]

Schedule 7

Letter of Appointment of Accounting Officer

To:

Chief Executive

XX

Following the appointment of **XX** as a distributor of Office of Veterans' Affairs (OVA) funds under the External Delegation Scheme known as the "XX Grant Scheme" I am writing to appoint you as the Accountable Officer for the funds delegated to you by the Trust.

As Accountable Officer you are responsible for ensuring that OVA funds are distributed with due regularity and propriety (i.e., that all items of expenditure and receipts are dealt with in accordance with your delegated authority, and in accordance with OVA's intentions). You are responsible for the economic and effective use and control of the money made available to **XX** from the OVA for the **XX Grant Scheme**.

You may nominate an officer within **XX** to be responsible for the day-to-day management and control of the funds from the Office for Veterans Affairs that have been delegated to **XX** for distribution under the **XX Grant Scheme**, but you must not delegate absolutely to any person any of the responsibilities described below:

- ensuring that systems implemented to administer the **XX Grant Scheme** applications and process and to monitor the grants are acceptable and fit for purpose.
- exercising proper control over expenditure and resources, including administration, manpower, capital assets and equipment, taking into account the terms of the External Delegation Agreement as appropriate.
- signing the accounts for the **XX Grant Scheme** distribution activities, in a form directed by the Trust and in doing so, being satisfied as to their accuracy and completeness.
- ensuring that you receive appropriate advice on all matters relating to financial propriety and regularity, and the effective use of resources.
- ensuring the proper and effective management of cash movements and balances, to ensure that commitments are properly taken into account at all times.
- writing off losses and making special payments as necessary in accordance with advice issued by the Trust.

For and on behalf of the
Trust

.....
XX Chief Executive
Date: