

CWI Fund Terms and Conditions

Terms and Conditions of Care Wellbeing and Inclusion Fund Application and Grants

Grant Provider: ('The NCCF')

Nuclear Community Charitable Fund

PO Box 8244, Castle Donington, DE74 2BY

Charitable Incorporated Organisation 1173544

Grant Recipient: ('The Beneficiary')

Any individual who applies for support from the NCCF Care Wellbeing and Inclusion Fund. May also be referred to as The Applicant.

Conditions of Application and Grant

The NCCF will consider applications and may award the Beneficiary a grant for the goods and services described in the 'Offer of Support'. This Agreement is a legally binding contract under which The NCCF considers and awards a grant, and the Beneficiary accepts these terms and conditions on which the grant is considered and may be awarded.

The NCCF considers and awards the grant, subject to the Beneficiary complying with the following conditions:

1 Payment and conditions

1.1 Payment – The NCCF will make no direct cash or other financial instrument grants to the Beneficiary.

1.2 The NCCF will directly pay contractors and suppliers for goods and services under the grant.

1.3 The NCCF will make no payments to reimburse Beneficiaries for goods or services they may have incurred before the 'Offer of Support' from the NCCF is made.

2 Use of grant

2.1 Charitable use – The grant is a donation and must only be used for charitable purposes (as defined under the laws of England, Wales, Scotland and Northern Ireland) and under the terms and conditions of this Agreement.

2.2 Purpose of use – The grant must only be used for the provision of goods and services in accordance with the application and agreed 'Offer of Support' or as amended by any changes approved in writing by the NCCF.

2.3 Any changes in the use of goods and services after accepting the 'Offer of Support' and any significant changes to the approved provision must have the prior written Agreement of The NCCF.

2.4 Third-party funding – the Beneficiary agrees not to apply for duplicate financing for any part of the provision or related costs that The NCCF funds under this Agreement.

2.5 Unused provision – Any unused goods or services before the end of the grant period must be promptly returned to The NCCF unless we give prior written approval to a written request proposing how unused provision will be used. Beneficiaries may not use or dispose of the unused provision without our written permission.

2.6 Repeat Applications – Once a grant is made to a beneficiary, the fund will not accept any further applications from that Beneficiary for 18 months unless a significant, dramatic change in their circumstances is experienced. The Applicant must supply evidence of such a change to the charity for consideration of any exception.

2.7 Other conditions – Requests for further funding must be the subject of a new proposal.

The grant will not be increased in the event of any overspending above 5% of the grant provision in delivering the project or any liabilities arising at the end of the project.

Beneficiaries may not use the grant to pay for commitments entered into before the start

date. Reclaimable Value Added Tax (VAT) must not be included in costs to meet the agreed budget.

3 Reporting

3.1 Reporting – The Beneficiary must monitor the delivery and success of the provision to ensure that the aims and objectives of the grant are being met and that this Agreement is being adhered to.

3.2 Notification of problems – The Beneficiary must inform The NCCF immediately if they become aware of anything they could reasonably expect to have a significant adverse effect on them, the grant, the funded provision or The NCCF. This includes any:

- a) significant delays or overspending over 5% of the allocation within the provision
- b) adverse publicity
- c) allegations or suspicion that any part of the grant has been misused
- d) a material change in the Beneficiaries' financial position or prospects.

3.3 Our monitoring – The Beneficiary agrees, upon request, to provide The NCCF with all reasonable access to their premises reasonably required for monitoring and evaluating the use of the grant and to provide any information and explanations to assist with this.

3.4 Further funding – The NCCF reserves the right to refuse to consider further CWI Fund applications from the Beneficiary or their agents if they have not met the necessary conditions associated with this grant.

4 Communications and visits

4.1 Communication visits – we may wish to organise communication visits or telephone contact by NCCF staff to the activities supported by the grant to review the provision; the Beneficiary will make every effort to provide reasonable assistance with our visits, including providing information regarding the activities.

4.2 Acknowledgement – An acknowledgement of the source of the grant must appear, where agreed with The NCCF, in any publicity or literature concerning the project that the NCCF is funding. This acknowledgement extends to comments made on social media platforms.

4.3 Approval of name and logo – The Applicant must obtain written approval from the NCCF before they use the NCCF name or logos and comply with the NCCF branding guidelines in using our logo.

4.4 Communications – Unless specified elsewhere in this Agreement, all notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement as follows:

The NCCF

PO Box 8244

Castle Donington

DE74 3BY

office@thenccf.org

The Beneficiary

At their postal or email address as supplied in the application or to such other address, either Party may notify the other occasionally.

5 Intellectual Property, Publishing, Confidentiality and Anonymity

5.1 Ownership of rights: All intellectual property and related material (the "Intellectual Property"), including any related work in progress developed or produced under this Agreement, will be the property of the NCCF sole owner.

(a) The Beneficiary shall only publish comments or information regarding the application and provision after allowing the NCCF to review and comment. Such publication, including

details of where the publication is proposed to be made, should be made available to the NCCF at least 30 days before the proposed date of publication.

(b) If the NCCF wishes to publish the results of the grant, it will provide the Beneficiary with a copy of the proposed publication at least 30 days before the date. Subject to the Beneficiary's confidential information being removed, the Beneficiary may not prevent publication; however, the NCCF agrees to give due consideration to any comments made and, at the Beneficiary's request, remove the Beneficiary's name from any such publication for review and comment.

5.2 Confidentiality – Each Party shall keep confidential all information of a confidential nature relating to the other Party and its affairs which is disclosed as a result of this Agreement and shall not disclose the information or facts of the application to any third party or make public disclosure on social general media except as necessary to perform its obligations within the legal constraints under the Data Protection Act 2018, General Data Protection Regulations and this Agreement. These obligations do not apply to information which:

a) at the time of its disclosure by the disclosing Party is already public or which subsequently becomes public other than by breach by the receiving Party

b) is already known to the receiving Party when received from the disclosing Party (and was not acquired under any other obligation of confidence)

c) is acquired after the date of this Agreement by the receiving Party from a third party who has the right to disclose it to the receiving Party without breaching any obligations of confidence to the disclosing Party

d) The receiving Party must disclose to any statutory or governmental body.

e) The NCCF may disclose confidential information relating to the application, grant provision, and Beneficiary in preventing Fraud or any other such crime or activity that the NCCF may believe is detrimental to the reputation of the NCCF.

f) The NCCF may disclose any confidential information relating to the application, grant provision and the Beneficiary in its defence or redress of any publication of allegations, incorrect or defamatory material made in any public forum, including any social media platform by the Beneficiary or their agents.

5.3 Anonymity – During the application process, every effort will be made by the NCCF to protect the identity of the Applicant from the members of the Grant Panel and the Grant Panel members from the Applicant. If a Grant Panel member believes they know an applicant's identity, they will declare a conflict of interest and remove themselves from the panel. This measure is to avoid personal bias and lobbying during the process. The NCCF accept that maintaining this anonymity may not be possible under some circumstances.

6 Suspension or termination of grant

6.1 Circumstances leading to suspension or termination – Whilst The NCCF intends that the 'Offer of Support' will be delivered in full, we reserve the right to suspend indefinitely and terminate the payment of any or all grant payments without prejudice to our other rights and remedies. This notification will be made in writing to the Applicant if any of the following circumstances occur concerning them:

a) they are in material breach of any of the terms and conditions of this Agreement (and have not remedied the breach within 30 days of receipt of notice from The NCCF requiring them to do so)

b) The NCCF reasonably believes that any of the grants may have been used or obtained unlawfully, including but not limited to coercion, Fraud or bribery

c) the NCCF reasonably believes that they are not or will no longer be able to use the goods or services or comply with this Agreement

d) anyone connected with them intentionally makes any false communication which could harm The NCCF's reputation

e) they cease to operate for any reason, become insolvent, are unable to pay their debts, an order is made or resolution passed for their winding-up, or a liquidator, receiver or similar office is appointed in respect of any of their assets (or anything similar or analogous occurs)

f) (in the case of suspension only) an allegation is made that anyone connected with them or the project has acted dishonestly or unlawfully.

6.2 On suspension of grant – If The NCCF suspends any grant funding, Beneficiaries must assist with our reasonable investigation. We reserve all our rights during any suspension, including the right to discontinue any further grant funding and to impose additional reasonable terms and conditions for resuming grant funding. Whilst the grant is suspended, Beneficiaries must not use any unused or unclaimed provision without the prior written approval of The NCCF.

6.3 On termination of grant – If The NCCF terminates the grant, Beneficiaries must promptly refund the entire value of the provision already delivered plus an additional 20% management fee. We reserve the right to take action to recover these funds in respect of goods and services already provided to the Beneficiary.

6.4 Repayment of grant – To the extent that Beneficiaries are unable to demonstrate to our reasonable satisfaction that any part of the provision of goods or services has been used in accordance with this Agreement, they agree to repay promptly the value of such provision to us on-demand including a 20% management fee.

7 General

7.1 General conditions – The Beneficiary holder warrants and undertakes that:

a) all information it provides about the application for support is true and accurate to the best of their knowledge and belief

b) they are not subject to any restriction, whether imposed by any law or contract or otherwise, which may prevent or materially impede them from meeting their obligations under this Agreement.

c) they shall comply with all relevant legislation and codes of practice, including but not limited to those relating to bribery, data protection, and health and safety

d) they have and shall keep in place suitable systems for dealing with any conflicts of interest and for preventing Fraud, bribery and any other misuse of the goods and services provided.

7.2 Duration – Except as otherwise set out in this Agreement, this Agreement continues in force until three years after submitting the application form.

7.3 Effects of termination – All provisions of this Agreement necessary for its interpretation or enforcement shall remain in full force and effect after termination. Termination of this Agreement for any reason shall not affect the parties' accrued rights at the date of termination.

7.4 Liability – The NCCF accepts no liability for any consequences, whether direct or indirect, arising from using the goods and services provided under the Offer of Goods and Services or from suspension or termination of the grant.

7.5 Indemnity – Beneficiaries shall indemnify The NCCF and its officers and employees on-demand concerning all claims, demands, actions, costs, expenses, losses, damages and all other liabilities arising from their acts or omissions concerning the application and goods and services supplied under the 'Offer of Support', the non-fulfilment of their obligations under this Agreement, or their obligations to third parties.

7.6 Transfer and assignment – The Beneficiary may not transfer or pay any goods and services provided under the grant to any other person or organisation except as contemplated as part of the application. They may not assign, transfer, licence, or sub-contract this Agreement's benefit or burden to any third party.

7.7 Waiver – A failure or delay in exercising any rights, remedy or power provided under this Agreement or by law does not constitute a waiver of that or any other right, remedy or power.

7.8 Relationship – This Agreement shall not create any agency relationship, partnership or joint venture between the parties nor authorise any party to enter into any commitments on behalf of the other Party. Nothing in this Agreement shall be construed as the provision of a service to The NCCF.

7.9 Third-party rights – Nothing in this Agreement is intended to confer on any third party any benefit or right to enforce any provision of this Agreement under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

7.10 Entire Agreement – This Agreement constitutes the entire Agreement and understanding of the parties. It supersedes all prior oral or written agreements, understandings or arrangements between them relating to the subject matter of this Agreement.

7.11 Interpretation – The headings in this Agreement are for convenience only and do not affect its construction. Where appropriate, words denoting the singular only shall include the plural and vice versa. Reference to "include", "includes", and "including" shall be construed as if they were followed by the words "without limitation".

7.12 Governing law – This Agreement and any dispute arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.

7.13 Jurisdiction – The parties irrevocably submit to the jurisdiction of the English courts. This clause shall not limit the right of The NCCF to take proceedings in any other court of competent jurisdiction (and the taking of proceedings in any other jurisdictions, to the extent permitted by the law of such other jurisdiction).

7.14 If The Beneficiary accepts the grant and all the terms and conditions detailed herein, indicating this by the submission of an application and or the submission of an acceptance to our 'Offer of Support' letter either by email or return of the signed document to the NCCF, at the address below:

The NCCF

PO Box 8244

Castle Donington

DE74 3BY

office@thenccf.org

8. Complaints and Appeals Process

8.1 Appeals – The decision on any application may be subject to an appeal by the Applicant. To appeal, the Applicant must write to the Chairman at the NCCF address within six weeks of the date of the decision letter.

8.2 The Appeal letter must state the grounds for Appeal.

8.3 Acceptable Grounds include but may not be limited to:

1. A belief that pertinent facts have not been appropriately considered
2. New facts or evidence is available
3. The application and decision process has not followed the correct procedure
4. The Beneficiary believes that some or all of the Grant Panel know them, which creates a bias in their decision.

8.4 An appeal without actual grounds will not constitute an appeal.

8.5 In the first instance, the Chairman will review the Appeal and may decide to instruct a Grant Panel to reconsider the decision based on the grounds for Appeal.

8.6 If (8.5) has yet to be employed or this is an appeal relating to a prior appeal managed under (8.5), the case will be referred to the Hon. President.

8.7 The President will examine the Appeal and be given access to all documentation held regarding the application. The President may talk to the appellant and any or all members of the Grant Panel, including any Sub-Contractors, to progress the investigation of the Appeal.

8.8 The President's decision is final and can only be in one of the following forms:

1. The Appeal is rejected: The Appellant will be informed of the findings in writing.
2. The Appeal is upheld: The Appellant will be informed, and the Chairman will instruct a Grant Panel to reconsider the application, including any new information the Appeal Officer's investigation report has revealed.

8.9 Complaints – Complaints relating to the operation of the NCCF, including its subcontractors, must be made in writing to the Chairman, clearly setting out the complaint.

8.10 The Chairman may access any NCCF records relating to the complaint and may question the complainant or any NCCF Trustee or subcontractor.

8.11 The Chairman will decide on the course of action arising from their complaint investigation. They may decide alone or following consultation with other Trustees.

8.12 The Chairman will relay their decision to the complainant.

8.13 The Chairman's decision on any complaint is final and binding.

NCCF

PO Box 8244

Castle Donington

DE74 2BY

Telephone 0115 8883442

Email office@thenccf.org