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# Conditions of Funding – Grant In Aid

## Standard Terms and Conditions

### **1 INTRODUCTION**

#### **1.1 Background**

Creative Scotland distributes money from the Scottish Government as grant in aid Funding.

These Terms and Conditions tell you what information we need from you to meet our monitoring requirements. They also deal with other requirements such as insurance, publicity and changes to the Funding.

You must follow these Terms and Conditions, together with the rest of the Funding Agreement and provide the documents and information set out in them as required. The Funding Agreement is our contract with you so to fail to meet any of the conditions will constitute a breach of the terms of your Funding.

Once Funding has been awarded, we have to monitor the Project to make sure that the money is being used for the purposes for which it was given. We also have to make sure that the Project provides the benefits we have agreed with you.

We will monitor your project against the terms set out in:

- your Application/Proposal as approved by us;
- our Funding Agreement;
- the documents which you must provide if you request our permission to make any changes to the Funding Agreement; and
- any other written arrangements we make with you.

We will monitor the progress of your Project and will carry out checks at and/or after the end of the Project to confirm that it is delivering the benefits expected.

## **2 DEFINITIONS:**

- 2.1 **'we', 'us', 'our'** – Creative Scotland;
- 2.2 **'you', 'your'** – the individual/organisation(s) awarded the Funding as set out in the Funding Agreement;
- 2.3 **'Application/Proposal'** – any documents or information you send us in application for and to support your request for Funding;
- 2.4 **'Funding'** – the amount set out in the Funding Agreement;
- 2.5 **'Funding Agreement'** – our agreement together with all terms and conditions and schedules confirming our Funding award to you;
- 2.6 **'Project'** – the project detailed in the Funding Agreement or activity that we have agreed to provide Funding for, as set out in your Application/Proposal together with any supporting documents approved by us;
- 2.7 **'Project Assets'** – any assets such as buildings, land, equipment, vehicles, documents or other assets such as intellectual property rights that you buy create, restore, conserve or otherwise fund with the Funding.

## **3 FUNDING CONDITIONS**

- 3.1 The Funding must only be used for the Project.
- 3.2 No changes may be made to the Project without our prior written permission.
- 3.3 No aspect of the Project should be party political in intention, use or presentation by you.
- 3.4 The Funding Agreement will be issued to you unsigned. You must accept our offer of Funding within four weeks of receiving it. The Funding Agreement must be signed by someone who is authorised to sign on behalf of your organisation. Once we have received the signed Funding Agreement and you have met all relevant conditions for the Funding, we will sign the Funding Agreement and make payment to you as set out in the Funding Agreement.
- 3.5 We shall be entitled to withdraw an offer of Funding where applicants are unable to demonstrate, within 6 (Six) months of notification of an award, that the Project supported by the Funding will not be completed in accordance with the timescale stated in your Application.
- 3.6 The Project must be carried out in line with current best practice and comply with all applicable laws and regulations when completing the

Project. You must ensure that you hold all necessary consents, licenses, permits, insurances and authorisations required for proper completion of the Project.

- 3.7 You are responsible for getting your own management, business and artistic advice. This includes considering whether you need to get financial, accounting, tax, solvency, legal, insurance or other types of professional advice.
- 3.8 Our staff, Board members and advisers, cannot give you professional advice and will not take part in carrying out your business. You are fully responsible for every part of the Project, your business and the decisions taken about it. We will not be responsible to anyone else who may take, or threaten to take, action against you.
- 3.9 We will pay the Funding in the instalments set out in the Funding Agreement into the bank account detailed in the Funding Agreement.
- 3.10 The Funding must not be used to pay for any spending commitments you have made before the date of the fully signed Funding Agreement.
- 3.11 If you receive funding from any other source (not already stated in your Application) for the Project at any time during the Project you must notify us immediately of the amount and the terms and conditions of such funding.
- 3.12 If you spend less than the amount of the Funding on the Project, you must return the appropriate share of the unspent amount to us immediately.
- 3.13 The Project must be completed within the timescale detailed in the Funding Agreement.
- 3.14 We will only pay the Funding to the person/organisation, which has applied for it. You must tell us in writing about anything that affects this before you make any changes. If paid to your organisation, you must tell us, in writing, about any change in its name or constitutional status immediately. The Funding cannot be transferred to another person or organisation.
- 3.15 In the event you exploit any work, services, material or IPR from the Project, in which we are investing, for commercial gain, we reserve the right to enter into good faith negotiations with you to discuss appropriate recoupment of the Funding.
- 3.16 You must keep proper up-to-date accounts and records. We may ask you to provide a copy of your accounts and bank statements within an agreed period after the end of the financial year, in which we have

made any Funding payments.

Progress reports and financial or other information and records we request, relating to the Funding or the Project, must be provided.

- 3.17 You must allow us, (or anyone we authorise) access to all relevant Project Assets (if any) and information. This is so that we can monitor the Project. You must also take into account any recommendations we (or anyone we authorise) make in relation to the Project.
- 3.18 You must **monitor the success of the Project** and provide us with evaluation and completion reports as and when we request, throughout the term of the Project and at the end of it, respectively. The reports must satisfy us that the Project has progressed and been completed successfully and in accordance with the conditions and requirements set out in the Funding Agreement. We will not pay you the final installment of the Funding until we have approved your completion and evaluation report.
- 3.19 Creative Scotland is a Scottish Non Departmental Public Body and as such is subject to European Union (EU) procurement regulations, therefore, if you are planning to buy goods or services with the Funding, you should always buy them in a way that will give value for money and avoids any conflicts of interest.
- 3.20 You must acknowledge the Funding publicly in line with the requirements set out in our **Accreditation Guidelines**.
- 3.21 Should you wish to issue a press release or make any public announcements regarding your or our involvement in the Project you must seek our prior written approval.

We will be entitled to use information regarding the Project in press releases, in our hard copy publication, our e-bulletin and website. We will also be entitled to use stills and clips of up to 3 minutes in duration for marketing purposes in promotional trailers in DVD/VHS form without prior approval. For any additional usage we will discuss with and seek approval from you.

- 3.22 During the period covering the Funding, you must not sell any assets or goods that have been totally or partly bought, restored, conserved (maintained or protected from damage) or improved with the Funding unless:
- 3.23.1 you can sell them for their full current market value; and
  - 3.23.2 we have given you written permission beforehand.

3.23 Unless we agree otherwise, you must pay us immediately a share of the (after-tax) proceeds from selling or disposing of the Project Assets (or any part of them or interest in them).

3.24 The Project Assets must be retained in good repair and condition. If necessary, you must also keep them in an appropriate and secure environment.

3.25 The public must be allowed reasonable and appropriate access to the Project Assets.

3.26 We will pay the Funding or any part of it to you in line with the Funding Agreement. However, this only applies as long as:

- the Scottish Government continues to provide us with enough funds;
- we are satisfied that the Project is being, and will continue to be or has been, fulfilled in line with the Funding Agreement; and
- you are spending the Funding in proportion to any other funds you receive from other sources for the Project as set out in your Application.

3.27 We will stop paying the Funding and you must repay what you have received if:

- you do not use the Funding for the Project or change the Project without getting our written permission beforehand;
- you fail to keep to any of the terms of the Funding Agreement;
- you change your status, close down, are declared bankrupt or go into receivership or liquidation;
- you have, in our opinion, given us fraudulent, incorrect or misleading information;
- you are negligent or fraudulent in relation to the Project.
- you are under investigation by us or another body and we consider public funds are at risk.

3.28 If there is more than one of you, any responsibility under these terms of Funding will apply to you all together and separately.

#### **4 CONFIDENTIALITY, DATA PROTECTION & OTHER POLICIES**

4.1 The terms and conditions of the Funding Agreement are and shall remain strictly confidential.

Creative Scotland has adopted the **Scottish Information Commissioners Model Publication Scheme** and has produced and published our **Guide to Publication Scheme**, which details the information we make available in each of the Classes identified. For

more information on how we handle FOI requests, please read our **Freedom of Information policy**.

- 4.2 Creative Scotland is committed to protecting the rights and privacy of individuals in accordance with Data Protection legislation. This may include members of the public, past and prospective employees, agency workers, secondees, funding applicants, contractors and suppliers.

Data Protection legislation regulates the way that Creative Scotland handles and uses the personal information that we collect in the course of carrying out our functions and gives certain rights to people whose personal information we may hold.

Funding applicants can find out more about the personal information Creative Scotland handles and uses in our **Funding Privacy Notice**.

- 4.3 Details of our policies can be found in our **Resources section**.