



The
Ulrike Michal
Foundation
for the Arts

Grant Terms and Conditions for
Core Grant recipients

Charity Reg. No. 1188685

2020

Core Grant Terms and Conditions – Ulrike Michal Foundation for the Arts

This document is to be read prior to signing the grant acceptance form.

The following conditions are attached to Core Grants (the Grant) from the Ulrike Michal Foundation for the Arts (the Foundation):

1. APPLICATION OF THE GRANT

The Grant must be used only for the project or activities you have detailed as benefiting from the Grant on your Grant application form (the Project) and for no other purpose whatsoever.

- 1.1. All successful applicants should return their grant acceptance form within three weeks of the award being made by the Foundation.
- 1.2. All core grant projects should be completed within twelve months of the Trustees contacting the successful applicants to tell them that their application has been successful, unless otherwise agreed in advance with the Trustees.
- 1.3. All core grant holders should submit their project completion reports and associated information and images, within one month of the above deadline (1.2.)

2. PAYMENT SCHEDULE

The Grant will be paid to you in the following stages;

- 2.1. Up to 50% upon your returning to us a signed acceptance form being a contract between yourself and the Foundation
- 2.2. A final payment of the remainder upon receipt by the Foundation of the evaluation and summary report on the completed project and a selection of images providing a record of the project (see 9.1)
- 2.2 An interim payment of up to 30% can be arranged, if agreed at the start of the project with the Trustees (depending on the initial payment), on receipt of a completed interim project update form.

3. VAT

The Grant is not a consideration for any taxable supply for VAT purposes.

3.1. You acknowledge that the Foundation obligation does not extend to paying any amounts in respect of VAT in addition to the grant.

3.2. If you are registered for VAT, or you subsequently become liable to register for VAT, you must keep proper and up to date records and you must make those records available and give copies to the Foundation when requested.

4. EXPENDITURE VARIATIONS

The Foundation expects all substantial changes to be justified in advance in writing. Any changes in budgetary expenditure that amount to more than a fifth of the total grant awarded or £400 whichever is less should not be made without informing the Foundation in advance in writing (email or letter). The Foundation reserves the right to reduce or cancel any further grant payments if this is not done.

5. EVALUATION AND REPORTING

5.1. All successful applicants must risk assess their project in the light of the Covid-19 pandemic and current government regulations. It is understood that minor changes may be required. If a change of a more substantial nature is required, the applicant should notify the foundation.

5.2. All successful applicants must complete and submit the project update form six months after the award of the grant. You must also complete and submit the evaluation and summary report form at the end of the project. Successful applicants will also supply at least 6 quality photographs (jpegs) of the project in progress and its outputs alongside the evaluation and summary report form. These will be used in a celebratory booklet to be produced by the Foundation for the family of Ulrike Michal to highlight the projects the Foundation has supported.

5.3. We may agree a reporting schedule with you which will require you to update us at regular intervals against the outcomes of your Project and expenditure against the Grant.

5.4. We may request your participation in telephone interviews or survey activity to help improve the Foundation's grant programmes and the associated application processes

6. ACKNOWLEDGING THE FOUNDATION'S SUPPORT

6.1. The Foundation's support for the Project must be acknowledged in all materials generated by you to publicise and promote the Project such as press releases, webpages, social media, promotional film or video, advertisements, posters, leaflets and brochures about the Project.

6.2 The Foundation's support for the Project must be acknowledged in promotional material for projects through the credit line: *Supported by the Ulrike Michal Foundation for the Arts* (or bilingually in Wales with *Cefnogwyd gan Sylfaen Ulrike Michal i'r Celfyddydau*)

6.3 You can choose to use the Foundation logo instead of the credit line, wherever that would be appropriate. All uses of the logo must be submitted to us for approval prior to publication or printing.

6.4 In the case of exhibitions and similar events the Foundation's acknowledgment graphic should be placed in an appropriate location at the venue. The Foundation can supply the acknowledgment graphic in digital format or as an A4 sized plaque for attachment to the wall.

6.5 You will not use the Foundation's name or logo in any way which may adversely affect the reputation or standing of the Foundation.

7. PUBLICITY AND IMAGES

7.1. You agree to provide us at the end of the Project with a representative selection of at least six high-resolution digital images illustrating the project and resulting artwork. These images must be suitable for publication and copyright cleared for use by us (where copyright is owned by a third party). Where copyright is owned by you, you agree to grant us a royalty free, irrevocable licence to use the images for the purposes of the Foundation. The Foundation will not make any commercial use of these images.

7.2. We each agree that all press releases, web or press copy or related publicity relating to the Project will be submitted to the other for prior written approval in advance of publication. We may publicise the amount and purpose of the Grant in whatever way we think fit, although we will consult with you in advance.

8. COVID-19 GUIDANCE

8.1 You agree to have read and complied with the latest guidance and regulations issued by Public Health England/Public Health Wales and the UK Government/Welsh Government in relation to COVID-19: infection prevention and control guidance.

8.2 You agree to complete a risk assessment for all activities, in relation to participants and spectators, undertaken as part of your project while the official Covid-19 guidelines remain in force.

9. PERSONAL DATA

9.1 You agree to share with the Foundation the necessary personal information to allow the Foundation to provide financial support to your project and to allow the Foundation to monitor the progress and completion of your project

9.2 You understand that the Foundation will not share this information with any other individual or organization, except to ensure payment of funds or to comply with our legal responsibilities as a charity regulated by the Charity Commission.

10. TERMINATION

10.1 The Foundation will not be liable or responsible to you for any failure to perform, or delay in performance of, any of their obligations under these conditions that is caused by events outside their reasonable control (a "Force Majeure Event"). The obligation for performance under these conditions will be deemed to be suspended for the period that the Force Majeure Event continues, and you will have an extension of time for performance of the Project, if appropriate. The Foundation and the grantee will each use their reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which their obligations may be performed despite the Force Majeure Event.

10.2 If any of the conditions set out in these conditions are breached in a material respect and (if capable of remedy) such breach is not remedied within 60 days, we reserve the right at our sole discretion to require that all or some of the Grant is repaid. We shall exercise this right by specifying in a notice in writing to you the amount of the Grant which is to be repaid. Any sum which is specified in the notice and is not repaid within 60 days of the date of the notice will bear interest charged on a daily basis at the then base rate of our clearing.