



The  
**Ulrike Michal**  
**Foundation**  
for the Arts

Grant Terms and Conditions for  
Student Grant recipients

Charity Reg. No. 1188685

2020

## ***Student 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 Student 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 and for no other purpose whatsoever.

1.1. All successful applicants should return their grant acceptance form within three weeks of the grant award being made by the Foundation.

1.2. The activities or purchases enabled by the student grant should be completed within nine 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 student grant holders should submit their student grant recipient reports and associated information and images within one month after the above deadline (1.2.)

### **2. PAYMENT SCHEDULE**

The Grant will be paid to you as follows:

2.1. in full directly upon your returning to us a signed acceptance form being a contract between yourself and the Foundation, and on receipt of a further reference on headed paper signed by a referee connected to your place of study acknowledging your successful application and setting out the purposes for which the money has been awarded.

2.2. Alternatively the grant can be paid on receipt of an invoice from a third party such as a bookshop, training provider, or other organization as detailed in your application, along with your signed acceptance form being a contract between yourself and the Foundation.

### **3. EXPENDITURE VARIATIONS**

Any changes in budgetary expenditure amounting to more than a quarter of the total grant should not be made without informing the Foundation in advance in writing. The Foundation reserves the right to reduce or cancel any further grant payments if this is not

done. The Foundation expects all such changes to be justified in advance in writing.

#### **4. EVALUATION AND REPORTING**

4.1. All successful applicants must risk assess their plans 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.

4.2. All successful applicants must complete the student grant recipient forms. Successful applicants will also supply at least 2 quality photographs (jpegs) highlighting what has been achieved through the grant. These will be used in a celebratory booklet to be produced by the Foundation for the family of Ulrike Michal to highlight the students the Foundation has supported.

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

#### **5. ACKNOWLEDGING THE FOUNDATION'S SUPPORT**

5.1. The Foundation welcomes any acknowledgement that you can give its support as part of the outcomes that your grant supported.

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

#### **6. PUBLICITY AND IMAGES**

6.1. You agree to provide us at the end of the Project with at least two high-resolution digital images illustrating what the grant has supported and enabled you to do. 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.

6.2. You are agree to allow the Foundation to feature your full name and place of study in publicity materials relating to our student grant scheme, unless there are legal or safeguarding reasons not to do so. We may publicise the amount and purpose of the Grant in whatever way we think fit, although we will consult with you in advance.

## **7. COVID-19 GUIDANCE**

7.1 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. PERSONAL DATA**

8.1 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 check the veracity of your report with third parties if required.

8.2 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.

## **9. TERMINATION**

9.1 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 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.

9.2 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.