

Resilient Heritage

Grants of £10,000 to £250,000

Standard terms of grant

Definitions:

'we', 'us', 'our' – the Trustees of the National Heritage Memorial Fund (who administer the Heritage Lottery Fund).

'you', 'your' – the organisation(s) awarded the Grant as set out in the Grant Notification Letter.

Application – any documents or information you send us to support your request for a grant.

Digital Outputs – all material with heritage content created in or copied into a digital format by or for you in connection with the Project.

Evaluation Report – the report you must send us with your Completion Report before we pay the last 10% of the Grant telling the story of your Project, its achievements and lessons learned.

Grant – the amount set out in the Grant Notification Letter.

Grant Expiry Date – the date by which you must complete the Project as set out in the Grant Notification Letter.

Grant Notification Letter – our letter confirming our Grant award to you.

How to acknowledge your grant – the booklet that explains how we require you to acknowledge the Grant and which gives details of the acknowledgement materials we will provide.

Photography of HLF-funded projects: A guide for grantees – guidance on how to submit images to us, how we use these, and how to source consents.

Project – the purposes we have approved as set out in the Application and how you said you would use the Property in your Application (allowing for any changes that we may have agreed up to the release of any of the Grant). These are sometimes described as 'Approved Purposes' and include you getting and using partnership funding as set out in the Application.

Project Completion Date – the date that we make our final payment and are satisfied that the purposes of the Grant that we have approved have been met.

Programme Application guidance – the document setting out the scope of the programme and how to apply.

Property – any property that you buy, create, receive or restore, or property that is otherwise funded by the Grant including Digital properties, intellectual property rights and any documents that you produce or order as part of the Project.

Receiving a grant – the guidance we publish to explain how we will pay the Grant, monitor your Project and agree changes to the Grant.

The Project

1. You must only use the Grant and the Property (if any) for the Project. Changes to the Project may be agreed in further correspondence with us. You cannot transfer the Grant.

2. You must not start work or make changes to the Project without our written permission.

3. You must complete the Project by the Grant Expiry Date.

4. As well as these terms of grant, you must follow the conditions (if any) set out in the Grant Notification Letter and meet the requirements set out in the Programme Application guidance and Application form help notes, *Receiving a grant*, the *How to acknowledge your grant* guidance, and *Photography of HLF-funded projects: A guide for grantees*.

5. You must carry out the Project in line with current best practice in your area of heritage and to a standard that is appropriate to a project of importance to the national heritage. You must follow all legislation and regulations that apply.

6. You acknowledge that the grant comes from public funds and you will not use the grant in a way that constitutes unapprovable State Aid. In the event that it is deemed to be unapprovable State Aid, then you will repay the entire grant immediately.

Project monitoring

7. You must give us any progress reports and financial or other information and records we may ask for from time to time on the Grant or the Project.

8. You must allow us (or anyone we authorise) to have any access to all relevant Property (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.

9. We may ask you to provide proof that you have taken action to reduce the risk of fraud. We may ask you to let us examine your accounting processes and procedures to check the effectiveness of anti-fraud measures.

10. You must monitor the success of the Project and give us an Evaluation Report at the end of it. This report must satisfy us that the Project has been completed successfully and in accordance with these terms of grant. We will not pay you the final instalment of the Grant until we have approved your completion and evaluation report.

Procurement

11. Unless we agree otherwise in writing, you must advertise (outside your organisation) all new jobs and tender any goods, works and services paid for by the Grant in line with the requirements set out in the Programme Application guidance.

Property

12. You must continue to own the Property and keep exclusive control over what happens to it. Other than as permitted under paragraph 17, you must not sell, let or otherwise part with it or any interest in it, or give any rights over it to anyone else (or take any steps to do so) without our approval beforehand. If we give you our approval, it may depend on any of the following requirements.

a. that you pay us a share of the net proceeds of selling or letting the Property within one month of parting with the assets or other goods;

b. that you sell or let the Property at its full market value;

c. any other conditions we think fit.

We may claim from you an amount in the same proportion to the sale prices as the Grant is to the original cost of the Project, or the portion of the Grant spent on the assets or goods concerned, whichever is the greater. You must pay whatever we decide is appropriate in the circumstances. We may decide not to ask you to repay the Grant (or any part of it as we think fit) for any reason but it is for us to decide that.

13. You must maintain the Property in good repair and condition. If necessary, you must also keep it in an appropriate and secure environment. You must insure the Property to the standard set out in (and use any proceeds of the insurance in line with) the Programme Application guidance.

14. You must arrange for the general public to have appropriate access to the Property. You must make sure that no person is unreasonably denied access to the Property.

Publicity and acknowledgement

15. We may make the purpose and amount of the Grant public in whatever way we think fit.

16. Once we have announced the Grant, you must acknowledge the Grant publicly in line with the requirements set out in our *How to acknowledge your grant* booklet. You must meet any other acknowledgement or publicity requirements we may tell you about from time to time. Before we make any public announcement of the Grant, you must not issue any public statement, press release or other publicity in relation to the Grant or which refers to us, other than in a form we have approved beforehand.

17. You must also provide us with digital images in electronic format of your Project – or hard-copy photographs or transparencies. You give us the right to use those you provide us with at any time, including putting them into a digital format and altering them. You must get all the permissions required for you and us to make use of them before you use them or send them to us. See *Photography of HLF-funded projects: A guide for grantees* for more information.

Digital outputs

18. You agree to:

a. hereby grant to us an irrevocable, perpetual and royalty-free licence to use, copy, keep and disseminate the Digital Outputs as we see fit and to grant sub-licences of the same kind;

b. obtain and maintain in force all authorisations of any kind required for you to use, copy, keep and disseminate the Digital Outputs and to grant such licence to us;

c. contract to the effect that any creation by you or on your behalf of material which forms Digital Outputs is undertaken on terms that either the copyright in the digital material is assigned to you or that the copyright owner may not commercially exploit it;

d. ensure that the Digital Outputs are kept up-to-date, function as intended and do not become obsolescent before the fifth anniversary of the Project Completion Date of the Project;

e. comply with these terms of grant in relation to the digital files that make up the Digital Outputs for the period agreed in the Grant Notification Letter. For the avoidance of doubt, this includes ensuring that the digital files are held securely and are available on request to the public and to us;

f. grant licences in respect of the Digital Outputs under the Creative Commons model licence Attribution Non-Commercial but not on other terms without our prior written consent;

g. not otherwise exploit the Digital Outputs commercially without our prior written consent.

Grant payment and repayment

19. We will, up to the Grant Expiry Date, pay you the Grant or any instalment of it in line with these terms of grant and the procedures explained in *Receiving a grant* as long as:

a. the National Lottery continues to operate under the National Lottery etc. Act 1993 (as amended from time to time), and enough funds are made available to us under the Act; and

b. we are satisfied that you are achieving (and will continue to achieve) or have achieved the Project in line with these terms of grant and that you are spending the Grant in proportion to any other funds you receive from other sources for the Project.

20. If you complete the Project without spending the full amount of the Grant, you must return the unspent amount to us immediately. We will not increase the Grant as the result of an overspend or otherwise. You must repay to us immediately any Grant that we have paid you (and we will stop any future instalments of the Grant) if:

- a. you no longer operate, or you are declared bankrupt or placed into receivership or liquidation;
- b. you have, in our opinion, given us fraudulent, incorrect or misleading information;
- c. you have acted negligently in any significant matter or fraudulently in connection with the Project;
- d. any competent authority directs the repayment of the Grant;
- e. there is a significant change in your status;
- f. you knowingly withhold information that is relevant to the content of your Application; or
- g. you fail to keep to any of these terms of grant.

21. If you sell or otherwise part with all or part of the Property without our permission under paragraph 11, or you receive money in some other way as a result of you not following these terms of grant, you may have to pay us immediately a share of the net proceeds if that share is more than the amount we would otherwise be entitled to under paragraph 19.

General terms

22. If there is more than one of you, any liability under these terms of grant will apply to you all together and separately.

23. These terms of grant will last for the period set out in the Grant Notification Letter.