

APRES GRANT FUNDING



Terms & Conditions Guidance

Important

This APRES guidance document is not intended to be a definitive model agreement, but a guide and check-list. Project and partnership APRES wish to support will differ in scope and scale, and the content of the agreement will vary according to the particular situation. The Trustees will consider taking legal advice in preparing any agreement, or reviewing it, particularly where there is a significant level of funding, or where reputational risk is at stake.

Where APRES is entering into the partnership to enable the delivery of services which the APRES is contracted to deliver by another body or donor, or where the funds have been supplied by a donor with particular conditions or restrictions attached, the terms of the partnership agreement should set the same or higher standards and obligations on the partner, to ensure that APRES does not inadvertently default on its head contract or funding agreement.

Key items that a APRES partnership agreement is likely to need are set out below.

1. Date of agreement
2. Title of agreement/project
3. Parties' names and addresses
4. Brief overview of nature and duration of agreement

For example,

“APRES and the partner agree to work together for the implementation of the project during the period _____ to _____ in accordance with the terms set out in this partnership agreement dated _____ ‘the agreement’ “.

Brief summary of the purpose and aims of the project and the key deliverables. (Further detail is provided in the project Implementation document annexed to the agreement.)

5. APRES's responsibilities and obligations.

For example:

- to provide ongoing assistance to the partner in implementing the project within the limitations of resources and funding at its disposal for these purposes
- to advance funds in accordance with the agreed budget (annexed to the agreement) to the partner in a timely manner to a bank account nominated by the partner

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- to carry out monitoring visits on dates as set out in the visit and reporting schedule (annexed to the agreement) or where the charity otherwise considers such a visit is reasonably required, and has given the partner reasonable notice in advance of the visit.
- to make available to the partner assistance from appropriate and qualified personnel to provide expert technical advice on the project, whose fees will be funded by the partner in accordance with the budget
- to give reasonable consideration and a prompt response to requests from the partner for adjustments to the budget, or the project activities, or phasing of income and expenditure, or project deliverables or timescales under the agreement, or for the use of unspent funds
- to inform the partner in a timely manner of any changes to the financial, procedural or reporting requirements for the project

6. Our Partner's Obligations

For example:

- implement the project in accordance with the agreement, using its best endeavours to complete the activities and deliverables listed in the project implementation document (annexed to the agreement), within the budget and to target timescales
- co-ordinate and co-operate with the APRES, and to make available to APRES information relating to the project, including the submission of financial and narrative reports required by the visit and reporting schedule (annexed to the agreement) or such other material as the charity may reasonably request
- comply with the financial reporting requirements (annexed to the agreement), and to request the funds required to implement the project in accordance with the budget (annexed to the agreement)
- monitor regularly the project's progress, and to adapt activities where necessary and with APRES's prior agreement so as to ensure that the project is fully implemented within the total amount of the budget
- manage the project in accordance with APRES policies (annexed to the agreement)
- facilitate visits to the project, in accordance with the visit and reporting schedule (annexed to the agreement)
- use its best endeavours to ensure that no funds provided under the agreement are used for any purpose other than the project, or for any improper purposes, or purposes unlawful in the UK or the partner's country of operation, including money laundering, supporting terrorist activity, inappropriate private benefit, or for political purposes; nor to assist or be in contact with any person suspected of such activities; and to report any such suspicions to the charity as a matter of urgency

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- in the event of the partner sub-contracting any aspect of the project to local partners, the partner must:
 - before selecting a local partner, conduct appropriate due diligence to ensure that the partner has compatible values, and the capacity and expertise to perform the sub-contract
 - put in place a binding written agreement with the local partner containing terms and conditions that reflect those in the agreement
 - regularly monitor and review the local partner's implementation of the project

7. Standard clauses

For example:

- how disputes will be dealt with and by whom – internal and/or external to the charity and the partner (alternative dispute resolution, jurisdiction?)
- how the agreement can be terminated
- the conditions under which the charity can withhold funds
- force majeure clause (what will happen in the event of any exceptional and insurmountable situation beyond the control of the parties, which affects the parties' ability to fulfil their obligations under the agreement?)
- who are the appropriate contact persons for each party to the agreement?
- confidentiality clauses?
- intellectual property considerations?