

**WINCHESTER CITY COUNCIL**

**CROWDFUNDER GRANTS 2020/2021**

**FUNDING AGREEMENT**

**1. INTRODUCTION**

1.1 This Agreement (“the Agreement”) is between Winchester City Council (“the Council”) and **Winchester** (“the Organisation”). The Agreement is for the 2020/2021 financial year, so all City Council monies must be committed by 31 March 2021.

1.2 The Agreement records the funding support (“the Grant Award”) provided by the council, the conditions attached to the Grant Award and the circumstances in which the Grant Award may be terminated.

**2. THE GRANT AWARD**

2.1 The council will make available the sum of up to a maximum of £ (“the Grant Award”) to the Organisation for **a contribution towards the Project.**

2.2 The Grant Award made by the council will be used by the Organisation only for the purposes specified in the signed application form and as set out in the Appendix to this agreement (“the Project”).

2.3 Items specified for funding:

<b>Item details</b>	<b>Cost</b>
<b>Total</b>	

2.4 The Grant Award is offered on the basis of the estimates and/or budget proposals provided with the signed application form. The council will not increase the Grant Award to reflect any subsequent increases to the original project cost.

2.5 Payments will only be made once an authorised representative of the Organisation has signed a copy of the Agreement.

**3. PAYMENTS**

3.1 An up-front payment of £xx or the total Grant Award (whichever is the smaller) will be made on receipt of the signed Agreement.

- 3.2 Payment of any remaining Grant Award will be made upon receipt of invoices/evidence of expenditure to the full value of the total project cost.
- 3.3 Where the Grant Award relates to a building project, as indicated on the signed application form, final payment of the Grant Award will only be made following a satisfactory inspection of building works by the council's Head of Building Control. All necessary planning and building regulation consents must be secured prior to commencement of building works.

#### **4. CONDITIONS OF THE GRANT AWARD**

- 4.1 The Organisation recognises that it is in receipt of public funding in the form of a Grant Award and accepts responsibility to account to the council for these monies.
- 4.2 The Organisation will keep accurate and up to date records demonstrating precisely how the Grant Award has been used and shall submit such records and accounts for inspection by the council on request.
- 4.3 The council reserves the right to monitor the use and effectiveness of the Grant Award.
- 4.4 The Organisation must acknowledge the financial support of the council in its documentation and publicity material. A Winchester City Council logo should be displayed on all posters, letters and literature produced by the Organisation in relation to this project. An electronic version of the logo will be provided to the Organisation for this purpose. If the Organisation wishes to use the council's logo after the Project has completed, it must obtain the council's consent in writing. A copy of the council's Publicity Protocol which explains the council's expectations with regard to recognising and publicising Grant Awards will be provided to the Organisation.
- 4.5 Where the Grant Award comprises match funding for monies raised by the Organisation through Crowdfunding, the Organisation will ensure that it complies fully with its obligations relating to the Crowdfunding and honours all undertakings and commitments made in relation to the Crowdfunding. If the Organisation considers that there is or may be a conflict between its Crowdfunding obligations and commitments and its obligations towards the Council under this Agreement, it must inform the Funding Officer immediately.
- 4.6 The council shall not be held responsible for any debts, liabilities, actions or claims against the Organisation no matter how these have arisen and shall not be liable to any third parties for any act, default or neglect of the Organisation.
- 4.7 Under no circumstances shall the Grant Award be assigned or made over to third parties.
- 4.8 The Organisation will be responsible for ensuring compliance with all statutory and legal obligations applicable to any activities, including but not limited to

health and safety, equalities, data protection, licensing, building control and insurance.

- 4.8 The Organisation will have in place and comply with all necessary policies and procedures appropriate to its size and purpose; in particular it will have policies for:
- equality and diversity
  - data protection
  - child protection
  - safeguarding of vulnerable adults
  - health and safety
- 4.10 The Organisation must notify in advance the relevant Winchester City Council local Ward Members of events related to the Project and invite them to attend where possible.
- 4.11 The Grant Award must be spent by **31/03/2021**.
- 4.12 The Organisation acknowledges that where it operates in a competitive market the Grant Award is State Aid defined under Article 107(1) of the Treaty on the Functioning of the European Union as:
- "any aid granted by a Member State or through State resources in any form whatsoever which distorts or threatens to distort competition by favouring certain undertakings or the production of certain goods... in so far as it affects trade between Member States"*
- 4.12 The Organisation warrants that:
- 4.12.1 the Grant Award may be lawfully granted pursuant to European Commission Regulation: 1407/2013 (De Minimis Aid Regulation);
- 4.12.2 the Grant Award does not exceed the threshold for De Minimis Aid which the Organisation is entitled to receive; and
- 4.12.3 it will comply with all of the State Aid Rules for De Minimis Aid including maintenance of records and disclosure.
- 4.13 The Organisation shall inform the Funding Officer immediately it knows or suspects there will be a delay of more than one month to completion of the Project and shall provide a full explanation for the delay.
- 4.14 The Organisation shall inform the Funding Officer immediately it knows or suspects that it will not be able to implement the Project and shall provide a full explanation for this.
- 4.15 A project completion statement must be submitted within a month of completion of the Project. A template completion statement is included in the Appendix to this Agreement.

## 5. TERMINATION

5.1 The council reserves the right to recover all or a proportion of the Grant Award if the Organisation ceases operation within a five year period following the payment of the Grant Award.

5.2 The Agreement may be ended by the council in its absolute discretion at any time without notice in the event of:

- I. Misuse or non-use of the Grant Award by the Organisation
  - II. A breach in the law by the Organisation
  - III. Failure of the Organisation to comply with the terms and conditions of the Grant Award or of the Agreement.
  - IV. A material misrepresentation in the signed application form.
  - V. A breach of any material Crowdfunding terms and conditions.
- In which event, the Organisation shall repay the Grant immediately.

## 6. SIGNATURES

<b>Signed for Winchester City Council</b>		<b>Signed for</b>	
<b>Reference:</b>			
<b>Name:</b>		<b>Name</b>	
<b>Position:</b>		<b>Position:</b>	
<b>Signature:</b>		<b>Signature:</b>	
<b>Date</b>		<b>Date:</b>	