

STANDARD CONDITIONS OF GRANT

Victims Support Programme 2017-2024

Ref No:

Agreement between Victims and Survivors Service of 1st Floor Seatem House, 28-32 Alfred Street, Belfast, BT2 8EN

And
(hereinafter referred to as 'the Organisation').

BACKGROUND

(A) VSS has agreed to pay the Grant to the Organisation.

(B) This Agreement sets out the terms and conditions on which the Grant is made to the Organisation by VSS.

1 DEFINITIONS

'Grant' and 'Grant Aid'	The financial assistance paid to the Organisation for the eligible costs in accordance with this Agreement
'The Department'	The Executive Office
'VSP'	The applicable Victims Support Programme as described in the Letter of Offer
'The Programmes'	VSP / GAP / TPDPS
'Letter of Offer'	The funding offer, agreed delivery plan of services and activities eligible for funding including special conditions of Grant, profiles and schedules of expenditure
'Standard Conditions of Grant'	The conditions applicable to all Grants awarded by VSS under the Victims Support Programme
'Additional Conditions'	Additional conditions specific to your project and/or organisation
'Contract'	Incorporates the Letter of Offer and Annexes including any special terms and conditions and the Standard Conditions of Grant

'VSS Operating Manual' The programme rules and detail of eligible and ineligible expenditure relating to the Programmes. These may be amended, extended or replaced from time to time.

'Commencement Date' 1st April 2017

'End Date- Programmes' 31st March 2024

2 GENERAL CONDITIONS OF GRANT

- 2.1 The Organisation shall use the Grant only for the purposes of the Programmes and in accordance with the terms and conditions set out in this Agreement. The Grant shall not be used for any other purpose without the prior written agreement of VSS.
- 2.2 The Organisation shall adhere to the **VSS Operating Manual** and any updated amendments and any **Guidance Notes** issued by VSS.
- 2.3 The Organisation shall adhere to the CVS Standards for Services Provided to Victims and Survivors. A copy of this document is publicly available on the Commissions website at the following link:
<http://www.cvsni.org/what-we-do/policy-and-research/standards-for-services>
- 2.4 The Organisation shall carry out the agreed delivery of services as outlined in their application to VSS in accordance with the aims and objectives of the Programmes, to the satisfaction of the VSS and The Executive Office.
- 2.5 The Organisation shall provide VSS with information relating to its work programme as requested and in line with timescales stipulated by VSS.
- 2.6 The Organisation should ensure that the Grant award is only directed at those individuals who are victims and survivors as defined in the Victims and Survivors (NI) Order 2006. VSS may seek to verify the processes by which organisations define and record victims and survivors.
- 2.7 Non compliance with the conditions of grant may result in the Letter of Offer and funding being withdrawn.
- 2.8 VSS accepts no responsibility, financial or otherwise, for expenditure or liabilities arising out of the work or activities of the Organisation. Any commitments incurred before this Contract is made, or any commitment over and above the approved budget for the agreed supported costs, shall be the responsibility of the Organisation. The Organisation agrees and accepts that it

shall not apply for duplicate funding in respect of any part of the Programmes or any related admin cost that VSS is funding under this Agreement.

- 2.9 All bodies receiving public funds can be requested to attend the Public Accounts Committee (PAC). Therefore it is a condition of this grant that the Accountable Officer within the Organisation will have to appear before the Public Accounts Committee (PAC) if called to give evidence.
- 2.10 The Organisation should establish a permanent contact address and provide a contact telephone number. Any changes to contact arrangements should be made in writing to VSS.

3 PROFESSIONAL CONDUCT

- 3.1 The Organisation, its committee members its employees (in the course of their employment) or agents working on their behalf should not engage in any actions that contradict or conflict with the values and principles of the VSS and shall represent and maintain those values/principles as detailed below:

- **TRUST:** *Working confidentially, impartially and respectfully with victims and survivors and others to develop and sustain an open and honest relationship*
- **UNDERSTANDING:** *Listening to and learning from victims and survivors and others*
- **RESPONSIVE:** *Continually developing our people and services through growth and innovation*
- **ACCOUNTABLE:** *Applying good corporate and clinical governance to all that we do*

- 3.2 The Organisation shall adhere the **VSS Guidance Note on Social Media**

- 3.3 The Organisation shall adhere to the **VSS Guidance Notes on Clinical and Corporate Governance**

4 FINANCIAL ARRANGEMENTS

4.1 GENERAL PRINCIPLES

- 4.1.1 The Organisation shall have in place systems which provide for a clear audit trail including all necessary associated accounting records and documentation to allow verification and control visits.
- 4.1.2 The Organisation shall keep separate, accurate and up to date accounts and records of the receipt and expenditure of the Grant monies received by it.

4.1.3 Grant aid may only be paid whenever satisfactory documentary evidence is provided to the VSS that confirms that the claimed expenditure is eligible for Grant Aid, has actually been incurred and was necessary to support the Organisation.

4.1.4 Claimed expenditure should not have been Grant aided from other public funds and should not be recoverable from other bodies or organisations.

4.2 ELIGIBILITY OF EXPENDITURE

4.2.1 Eligible expenditure should be based on real costs, be proportionate, represent value for money and be directly related to the approved services and activities in the Programmes.

4.2.2 Public funds should not be used in a manner which would be considered lavish. Value for money should be a key driver irrespective of the approved budget and the Organisation is responsible for ensuring value for money is achieved.

4.2.3 Only the costs detailed in the Letter of Offer and this document will be eligible for support. Any requests for changes or alterations to the Grant award with and delivery plan should be submitted in writing to the VSS in advance of any proposed change or alteration being made. Alterations may only be implemented if written approval has been received from a VSS Programmes Officer.

4.2.4 The Grant shall not be used for any purposes, which are party political or political in intention, use or presentation.

4.2.5 The Organisation shall repay to VSS any amount of Grant aid that VSS deems ineligible and the letter of offer Grant award may be reduced or withdrawn accordingly.

4.2.6 Any liabilities arising at the end of the Grant/VSP/ Programme, including any redundancy liabilities for staff employed by the Organisation to deliver the Programmes should be managed and paid for by the Organisation using the Grant or other resources. There may be no additional funding available from VSS for this purpose.

4.2.7 VSS reserves the right to withhold payment to the Organisation on the non achievement of outputs and/or outcomes as detailed in ANNEXES 2 & 3 of the Letter of Offer.

4.2.8 Funding for Year 7 (VSP) will be dependent on the budget allocation to VSS from The Executive Office and SEUPB respectively.

4.3 PROCUREMENT OF GOODS AND SERVICES

4.3.1 This condition relates to the planned purchase of items of equipment, supplies and day to day running expenditure, as well as the fees for service of counsellors, therapists, trainers, and other specialist suppliers

- 4.3.2 Public Procurement requires that all such purchases should be open to fair competition from competent suppliers and that a record is maintained of how the decision to award any contract was reached. The requirement to comply with Public Procurement rules applies to all expenditure for which Grant Aid is sought.
- 4.3.3 The use of open competition inviting quotations or tenders is the only acceptable method of procurement that can demonstrate best value has been achieved in the use of public funds. Where the appropriate public procurement method is not followed in line with **VSS Guidance Note on Procurement**, then the associated expenditure will not be deemed eligible for Grant Aid.
- 4.3.4 When reviewing claims for reimbursement involving the supply of goods and services to the Programmes, the verification team may require sight of the original documents including, where appropriate, copies of public advertisements, tender specification and selection criteria, tender submissions or quotations, record of the evaluation and scoring of bids, the decision to award the Contract and notice to unsuccessful bidders.
- 4.3.5 VSS reserves the right to contact third party service providers in order to verify authenticity of documentation.

4.4 ASSET MANAGEMENT

- 4.4.1 Equipment, goods and other assets purchases made with the Grant Aid may only be used for the purpose of delivering the services funded.
- 4.4.2 An asset register should be maintained by the Organisation for all Grant funded assets.
- 4.4.3 The Organisation will ensure that no asset (item of equipment etc) valued at more than £1,000, paid for through the Grant, may be disposed of within four years of purchase without prior written agreement of VSS. If the Organisation wishes to dispose of an asset, it should have the agreement of VSS as to how the asset can be disposed of, and how the proceeds might be spent. The latter might include, if appropriate, repayment to VSS of the net proceeds of any sale of assets which were bought with the Grant.
- 4.4.4 The Organisation shall obtain appropriate commercial insurance for each asset whose value exceeds £1,000.
- 4.4.5 For any IT equipment purchased the serial number should be provided to VSS and the funded organisation's fixed asset register should clearly identify which items were funded by VSS.
- 4.4.6 The Organisation shall inform VSS of any circumstances which have caused, or are likely to cause, a loss or misuse of any asset which has been purchased using the Grant aided. Such notification should be made in writing within 5 working days.

4.5 TRAVEL AND SUBSISTENCE

- 4.5.1 Any volunteers, staff, management committee or an agent acting on behalf of the Organisation receiving funding support towards mileage should have adequate insurance cover to carry passengers for business purposes. VSS may request to view a copy of insurance certificates at any time.
- 4.5.2 Mileage will be awarded at a maximum of up to £0.45 per mile up to 10,000 miles. Mileage over 10,000 miles will be awarded at £0.25 per mile.
- 4.5.3 Any person claiming mileage shall provide full name and address for the purposes of verification.

4.6 VAT

- 4.6.1 The Organisation should be aware that the Grant award is inclusive of VAT.
- 4.6.2 The Organisation agrees to repay the VSS immediately if any VAT is recovered whether by set-off, credit or repayment to the extent that any such VAT cost is included in the Grant.
- 4.6.3 The Organisation shall notify the VSS if any irrecoverable VAT claimed under the Grant becomes recoverable. Such notification should be made in writing within 5 working days.
- 4.6.4 The Organisation will keep proper and up to date records relating to VAT and should make such records available to the VSS to review and provide copies, if requested.

4.7 BANK ACCOUNT

- 4.7.1 The Organisation should open a separate ordinary business bank account specifically for this Grant in the name of the Organisation and shall provide VSS with details of the account. Only money pertaining to this award may be debited or credited to this account. This account should be set up in such a way that the Organisation receives cheques back from the bank once processed. The Organisation will provide VSS with a bank mandate listing signatories to this account and payment of the Grant will be made by direct transfer into the bank account. Original cheques will be verified by VSS Verification Staff.
- 4.7.2 An organisation which is involved in the delivery of multiple schemes may wish to utilise a financial system using cost centres rather than separate bank accounts. In such cases, the Organisation may request permission from VSS to retain this system for the purposes of managing the funding subject to VSS being satisfied that the system guarantees a clear audit trail.

4.8 PAYMENTS

- 4.8.1 No Grant shall be paid unless and until VSS is satisfied that such payment will be used for proper expenditure in the delivery of the Programmes.

- 4.8.2 VSS shall be entitled to request the Organisation to provide clarification or additional information before the payment is verified.
- 4.8.3 The validation of payment claim forms and the contents of Quarterly Monitoring and Evaluation Reports will form the basis of the monitoring and assessment by the VSS of an organisation's progress.
- 4.8.4 VSS shall pay instalments of the agreed Grant to the Organisation as follows:
- i. The Organisation will receive the first instalment of Grant in advance which will amount to 25% of the Grant allocation for Year 7.
 - ii. Subsequently, the Organisation shall submit official claim forms, provided by VSS, detailing by budget heading the expenditure to be debited. They should also detail variance to date against forecast.
 - iii. Verification of expenditure will involve submission of **originals** of all requested invoices and/or expenditure receipts, bank statements detailing corresponding account debits and details of all quotations and/or tenders obtained and any other supporting documentation.
 - iv. The Organisation should submit expenditure claims on a quarterly basis for expenditure which has been incurred and within one month of the end of the quarter. Claims submitted after this period may be subject to delay or may not be eligible for funding
 - v. Payment relating to the final quarter of the Grant will be paid in two instalments:
 1. The first instalment will be made in January up to (the lesser of) 90% of the Grant award or quarterly forecast projections.
 2. The final payment will be made by May only where VSS is satisfied that the Organisation has adhered to all terms and conditions as detailed in the Letter of Offer and the Standard Conditions of Grant.
 - vi. For groups whose activities complete prior to January, a final claim for the balance of their award can be submitted in the quarter following the completion of the activity.
- 4.8.5 The VSS reserves the right to withhold final payment of Grant until the completion of an on-site verification/inspection and/or submission of final claim forms by the Organisation.
- 4.8.6 An income and expenditure account specifically relating to supported costs and certified as having been independently examined, should be provided to VSS before the final instalment of the Grant can be paid.

4.9 BUDGET MANAGEMENT

- 4.9.1 VSP Grant aid is allocated to VSS by The Executive Office on an annual basis. The offer of Grant for the Organisation is up to the amount stated in the Letter of Offer. Year 7 will be dependent on grant aid being allocated to VSS for Year 7.
- 4.9.3 No Grant shall be paid unless and until VSS is satisfied that such payment will be used for the proper expenditure in the delivery of the Programmes. The amount of the Grant shall not be increased in the event of any overspend by the Organisation in the delivery of the Programmes.
- 4.9.4 Monies profiled for expenditure in one year but not spent in that year cannot normally be carried over to the following year. Any proposals should be made in writing to VSS.
- 4.9.5 Any unspent Grant funding or any Grant funding that is unlikely to be spent by the Organisation may be reclaimed by VSS.
- 4.9.6 The Organisation should inform VSS of any changes that might have a detrimental impact on the delivery of its work plan of services and budget during the lifetime of the award. Such notification should be made in writing to VSS within 5 working days.
- 4.9.7 A quarterly forecast should be prepared and explanation provided by the Organisation if actual claimed expenditure varies significantly from the previously submitted quarterly forecast and/or budget. A failure to submit accurate forecasts may result in a reduction in the amount of Grant Aid available to the Organisation.
- 4.9.8 Forecasts should be submitted in a template provided by VSS and in line with VSS training to be provided within 2 months of the Contract being agreed.
- 4.9.9 Any request for transfer of funds between budget lines should be made in writing to VSS and is subject to written approval by VSS in line with the **VSS Guidance Note on Budget Management**.

5 MONITORING AND EVALUATION

- 5.1 The Organisation shall closely monitor the delivery and success of the Programmes throughout the Grant Period to ensure that the aims and objectives of the Programmes are being adhered to.
- 5.2 The Organisation shall provide VSS and The Executive Office with such information as it may require for the purpose of monitoring and evaluating the rate of implementation of the Organisation's work, the achievement of its objectives, and the impact of all VSS-funded activities and interventions.
- 5.3 Monitoring information shall be provided by the Organisation according to training delivered by VSS, and in the format and intervals over the funded period as outlined in **VSS Guidance Note on Monitoring and Evaluation**. The basic framework for these intervals is as follows:

- **Group overview reporting:** Quarterly Feedback Reports Date for submission is one month after the end of the quarter as follows
 - **Quarter 1** **31 July**
 - **Quarter 2** **31 October**
 - **Quarter 3** **31 January**
 - **Year End** **30 April**

- **Individual impact monitoring:**
 - Talking Therapies – Organisations delivering counselling/talking therapies shall be required to use the CORENET evaluation processes as outlined in the **VSS Guidance Note on Monitoring and Evaluation.**
 - Complementary Therapies – Organisations delivering complementary therapies shall be required to use the MYMOP evaluation processes as outlined in the **VSS Guidance Note on Monitoring and Evaluation.**
 - Caseworkers will be required to use the **Work and Social Adjustment Scale** as a monitoring tool for individual clients that they are assisting
 - Other services –. These may include (but may not be limited to) focus groups, online questionnaires, qualitative evaluation reports and quarterly support visits. This will be based on the type of monitoring and evaluation techniques identified within **ANNEX 3** of your Letter of Offer

5.4 The Organisation shall permit any person authorised by VSS such reasonable access to its employees, agents, premises, facilities and records for the purpose of monitoring and evaluating the Organisation’s fulfilment of the Programmes outcomes.

6 PUBLICITY/EVENTS/SEMINARS

6.1 VSS and The Executive Office shall be entitled to publish details of the Grant and its purposes and outcomes.

6.2 Acknowledgement of the source of funding should be included in all brochures, leaflets, magazines, job/recruitment advertisements or any other publicity material connected with the Organisation, in line the **VSS Guidance Note on Publicity.**

6.3 Organisations may be required to partake in appropriate events organised by VSS or the Department and shall comply with all reasonable requests from VSS to facilitate visits, provide reports, photographs and case studies that will assist VSS in its promotional activities relating to the Programmes.

6.4 All relevant publicity associated with the Organisation's supported costs should be recorded and forwarded to VSS.

7 TRAINING

7.1 The Organisation shall make appropriate staff available to participate in workshops and training sessions in conjunction with the VSS Workforce Training and Development Plan.

7.2 A failure to attend workshops and training sessions or to submit the required documentation within the given deadlines may result in this offer of Grant being withdrawn or terminated.

8. CONTROLS

8.1 SITE VISITS

8.1.1 VSS shall visit Organisations on-site to verify the management and control systems and verify the delivery of the Programmes.

8.1.2 The Organisation shall ensure that key project staff and representatives of the management committee are available to assist in any site visit.

8.2 AUDIT AND REVIEW

8.2.1 Public funding rules which govern VSS awards require that all payments from public funds are reviewed and independently audited or verified on a regular basis to ensure compliance with legal and eligibility requirements. The Organisation shall comply with and facilitate VSS's compliance with all statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns applicable to itself and VSS.

8.2.2 An audit or verification visit shall involve an on-site visit to the Organisation at least once per year and the person carrying out the visit shall have the right to access any information and/or records necessary to verify the eligibility of expenditure.

8.2.3 The Organisation is obliged to provide any records requested by VSS and/or the Department within 10 working days of request.

Where requested:

(a) The Organisation shall provide VSS, within 10 working days of request, with any information and/or records the Northern Ireland Audit Office, the Department, the VSS, or any other relevant audit bodies relating to the Grant.

(b) The Organisation shall permit VSS, the Department and the Northern Ireland Audit Office or any other organisation deemed appropriate by the Department, at any reasonable time and upon reasonable prior notice (save in case of emergency) to enter its and any associated premises to interview any person, inspect any asset, and inspect, copy, record and take away copies of any accounting or other record including digitally held computer records relevant to the Programmes. The Organisation may keep personal/sensitive information in a separate database which may be inspected by VSS staff as required to verify that the Organisation has in place mechanisms to determine end beneficiaries are victims and survivors as defined in the Victims and Survivors Order (NI) 2006.

- (c) Any audit conducted by the VSS, the Department or the Northern Ireland Audit Office shall seek to assess the Organisation's supported costs within the context of the overall activities of the Organisation. The Organisation should therefore be willing to disclose information relating to other activities not supported by this Grant and other sources of funding.

8.2.4 A copy of the Organisation's annual accounts shall be provided as soon as possible (but no later than 6 months) after the end of the Organisation's financial year.

8.2.5 The total payments received and paid out in relation the Programmes should be separately identifiable and accounted for.

9 DOCUMENT RETENTION AND DATA SECURITY

9.1 Continuation of funding will be contingent upon demonstration of suitable document retention and data security policies/arrangements. This may include implementation of any recommendations made by VSS to the satisfaction of VSS within an agreed timeframe.

9.2 The Organisation shall ensure that all records, financial or otherwise, including services and activities relating to the Grant are maintained and available for inspection *until* March 2029 (VSP). All documentation retained should be in **ORIGINAL** format.

9.3 Should the Organisation go into liquidation, receivership, administrative receivership, examinership, propose a voluntary arrangement with its creditors, merge with another organisation, or close all documentation relating to the Programmes should be returned to the VSS.

9.4 If the Contract is terminated for any reason, all documentation relating to the Programmes should be returned to VSS. In no circumstances should any documentation be destroyed or otherwise disposed of without the prior written consent of the VSS.

10 GOVERNANCE

10.1 All Organisations should adhere to the VSS Guidance Notes on Clinical Governance and Corporate Governance.

10.2 Organisations should also adhere to the Commission for Victims and Survivors "Standards for Services Provided to Victims and Survivors." This document is available to download from the CVS website www.cvsni.org.

10.3 The Organisation shall inform the VSS within 5 working days if any legal claims are made by or against the Organisation during the period of the Grant.

10.4 Organisation shall inform the VSS if their management committee falls below three members and may increase it to at least three as soon as possible.

- 10.5 The Organisation shall be responsible for ensuring that all individuals who are working with children and/or vulnerable adults have undergone the necessary background checks via Access NI or equivalent bodies prior to appointment. This includes both Organisation staff and volunteers.
- 10.6 It is the responsibility of the Organisation to ensure that any other organisations it engages with to deliver services working with children, young people or vulnerable adults has procedures and policies in place.
- 10.7 The Organisation shall inform the VSS in writing within 5 working days of any investigation concerning the Organisation, trustees, directors, employees or volunteers carried out by the Police, Charity Commission for Northern Ireland, HM Revenue & Customs or any other regulatory/statutory body.
- 10.8 The Organisation shall maintain such insurances as are necessary to cover all risks which may be incurred by VSS and the Department arising out of this Agreement including but not limited to death or personal injury, loss of or damage to property or any other loss as follows:
- (i) To obtain the maximum cover possible on assets with an individual value exceeding £1,000 (one thousand pounds).
 - (ii) To obtain full Employers, Public and Products Liability cover including indemnity to VSS.
 - (iii) To obtain adequate insurance cover to comply with VSS and Department
 - (iv) To confirm renewal of insurance Contracts as appropriate.
- 10.9 VSS will require the Organisation to produce for inspection such documentary evidence as is necessary to satisfy it that the insurances required outlined above are properly maintained and that premiums have been paid and to confirm renewal of insurance as appropriate.

11 CONFLICT OF INTEREST

- 11.1 The Organisation warrants that it has adequate procedures in place for dealing with any conflicts of interest. Should any conflict of interest, however arising, occur within the Organisation and/or with any person or body associated with the Organisation then VSS shall not, without the approval of the Department, continue or proceed with the Grant.
- 11.2 If any person who is a director or trustee of, or who has a beneficial interest in the Organisation wishes to apply for a paid post relating to the Organisation, he/she shall first resign such position as director or trustee, or divest him/herself of such beneficial interest prior to taking up the paid post.
- 11.3 If any person is a director or trustee of, or has a beneficial interest in the Organisation, he/she shall not enter into any financial or other arrangement with the Organisation to supply goods, facilities or services to the Organisation for personal payment or gain.

11.4 If a person is employed to work in the Organisation, he/she shall not enter into any financial or other arrangement with the Organisation to supply goods, facilities or services to the Organisation for personal payment or gain.

12 STAFF EMPLOYMENT

12.1 Where the Organisation is responsible for the employment of staff, employment conditions and practices should comply with all relevant employment legislation and should take account of current good practice in relation to employment rights and equal opportunities. The Organisation shall not unlawfully discriminate within the meaning and scope of any law, enactment, order or regulation relating to discrimination in employment.

12.2 VSS accepts no liability for the staff employed by the Organisation. The Organisation shall be the employer of the staff required and shall be responsible for all matters in connection with their employment and shall comply with the requirements of all legislation in force relating to work conditions, health and safety at work, and equal opportunities etc. The Organisation shall indemnify VSS for any liability in any employment related claims lodged by an employee or a former or potential employee.

12.3 The Organisation shall ensure that funded staff are suitably qualified and perform their obligations with all due care and diligence, in a professional and ethical manner and in accordance with best practice guidelines and standards that may be agreed from time to time between the parties.

12.4 Notification should be given **immediately in writing** to VSS if a post, which it supports, is to become vacant and the Organisation shall use its best endeavours to seek a replacement ensuring they comply with paragraph 12.1.

12.5 Staff funded by the VSS should have written approval from the VSS and the approval ratified by The Executive Office to undertake any activities which may result in their being absent from their normal duties for significant periods of time (e.g. training in excess of 4 days per month or residential in excess of 7 days per year).

12.6 A record shall be established of the recruitment and appointment of all staff required for the Programmes, including a copy of their Contracts and terms and conditions of employment and any subsequent amendment to either.

12.7 Where an individual works on an irregular basis or on a shared basis between different Programmes and other duties, then a time sheet or other recording method should be maintained to record time spent on the project.

12.8 All personnel and salary changes should be fully documented in accordance with the letter of offer.

12.9 Claims for salary cost reimbursements should be fully supported by payroll evidence including details of employer costs. Recoverable payroll costs, such as statutory sick and maternity/paternity pay are not eligible for Grant Aid.

13 INDEPENDENT CONTRACTORS (INCLUDING SESSIONAL WORKERS) AND VOLUNTEERS

- 13.1 It is the responsibility of the Organisation to check that independent contractors have in place adequate insurance to carry out any work relating to the Programmes.
- 13.2 A record shall be established of the appointment of all independent contractors and volunteers required for the Organisation, including CV, a copy of their Contracts and/or Terms and Conditions and any subsequent amendment to either.
- 13.3 Where an individual works on an irregular basis or on a shared basis between the Programmes and other duties, then a time sheet or other recording method should be maintained to record time spent on the Programmes funded activities.
- 13.4 It is the responsibility of the Organisation to issue a Contract to all independent contractors that clearly identifies the independent contractor's responsibility for their own tax and other contributions.
- 13.5 It is the responsibility of the Organisation to ensure that all independent contractors comply with VSS Clinical Governance Framework and the CVSNI Minimum Standards document and are operating in accordance with regulating body guidelines.
- 13.6 It is the responsibility of the Organisation to ensure that all volunteers act in keeping with best practice guidelines and are qualified, insured, vetted where legally required and receive regular supervision.

14 SOURCES OF FUNDING

- 14.1 The Organisation may use its reasonable endeavours to secure other sources of appropriate funding known to it. Where such funding becomes available to the Organisation for the purpose of implementing the Organisation's work prior to or following the release of any Grant the **Organisation shall notify VSS in writing and within 5 working days of securing alternative funds.** VSS may then consider whether to vary or recover its contribution.
- 14.2 Assistance from the Grant cannot result in over financing of the Organisation. Double funding of project costs is not permitted.
- 14.3 If the Organisation fails to notify the VSS as required under 13.1, the VSS on becoming aware that other sources of funding have or may become available for the project, shall, on written notice to the Organisation, be entitled to cease or suspend any further payments of Grant Aid, reduce the amount of Grant Aid payable, or recoup all or any part of the amount of Grant already paid.

- 14.4 Should other sources of funding become available for the Organisation's Costs, the Organisation is required to inform VSS immediately in writing. Failure to do so may result, either in the termination of the Contract and/or the full recovery of the Grant whether expended or not.

15 IRREGULARITY MANAGEMENT

- 15.1 The Organisation is responsible for the identification, recording, reporting and clearance of any irregularities identified within the Organisation.
- 15.2 Irregularities include any administrative or financial mismanagement that comes about either by act or by omission which has or may have caused a loss of funds. Therefore, any breach of the condition of Grant set out in this Contract should be treated as an irregularity.
- 15.3 If an irregularity is identified during the verification process, it may result in a reduction in the amount of Grant awarded in the Letter of Offer, claw back or withdrawal of funding.
- 15.4 VSS may maintain a register of all irregularities identified for each Organisation. The Organisation is responsible for providing VSS with documentation and evidence that such irregularities have been addressed and resolved.

16 FRAUD

- 16.1 VSS is committed to the prevention of fraud and the promotion of an anti-fraud culture. VSS operates a zero-tolerance attitude to fraud and requires staff to act honestly and with integrity at all times, and to report all reasonable suspicions of fraud. VSS may investigate all instances of actual, attempted and suspected fraud and may seek to recover funds and assets lost through fraud. The term 'fraud' is commonly used to describe the use of deception to deprive, disadvantage or cause loss to another person or party. This can include theft, the misuse of funds or other resources or more complicated crimes such as false accounting and the supply of false information.
- 16.2 Activities which are considered to be of a fraudulent nature have been set out in ***VSS Guidance Note on Fraud*** which shall form part of the terms and conditions of this Agreement
- 16.3 The Organisation (and/or its representatives) may be prosecuted if it knowingly or recklessly makes any statement or produces any document which is false in a material particular. Furthermore, any false declaration or statement may lead to the loss of future funding and a clawback of any previous Grant paid.
- 16.4 It may be the responsibility of the Organisation to take whatever action is necessary to minimise the risk of fraud and to notify the VSS immediately of any instances of attempted, suspected or proven fraud. Following an investigation all instances of suspected fraud may be reported to the Police and criminal proceedings may be instigated.

17 WITHHOLDING OF FUNDS

- 17.1 Without prejudice of any other rights of VSS under these terms and conditions, VSS shall be under no obligation to make any payment of the Grant and may suspend or withhold the Grant if at any time:-
- a. the Organisation has failed to comply with any obligation under this Agreement;
 - b. it appears to VSS on the basis of any accounts or financial information or for any other reason that the estimated expenditure for which the Grant is sought is unlikely to occur;
 - c. The Executive Office withholds or delays the payment to VSS of financial assistance under the Programmes
 - d. The Executive Office suspends or terminates any agreement between it and VSS relating to the Programmes.
 - e. the Organisation obtains duplicate funding for the supported costs from an alternative funding source; or
 - f. if the Organisation or any of its staff acts in conflict with the core values and principles of VSS as outlined in paragraph 3.1 above.
- 17.2 The Organisation (and/or its representatives) may be liable to prosecution if it fails, without reasonable excuse, to comply with any condition subject to which the Grant has been given to the organisation requiring it to inform the VSS / Department of any event whereby the Grant becomes repayable.
- 17.3 VSS / Department may by notice require the Organisation to furnish to the VSS and the Department such information, or to produce for examination on behalf of the VSS / Department such books, records or other documents, as may be specified in the notice for the purpose of enabling the VSS / Department to determine whether any condition subject to which the Grant is given is satisfied or is being complied with or whether the Grant has become repayable in whole or in part in accordance with any such condition.

18 DEFAULT

- 18.1 The Organisation shall inform VSS of any circumstance that has caused, or is likely to result in, a loss or misuse of the Grant. Such notification should be made in writing within 5 working days. Any loss or misuse of the Grant may result in funding being withdrawn, and expended and unexpended Grant (including interest), being recovered.
- 18.2 The Organisation will be in default in any of the following circumstances:-
- a. the Organisation is in breach of any of its obligations under the Letter of Offer or these terms and conditions and has failed to remedy such breach within a reasonable period after receipt of a letter from VSS identifying the breach;
 - b. the Organisation is for any reason no longer able to implement the work for which the Grant was intended;

- c. an order is made, or an effective resolution is passed, for the winding-up of the Organisation or a Receiver is appointed over all or any of its property;
- d. the Organisation is unable to pay its debts within the meaning of Article 103 of the Insolvency (NI) Order 2005.
- e. a conflict of interest is identified as detailed under Conflict of Interest, Section 10 of this Contract;
- f. if in the opinion of VSS, any information given to VSS by or on behalf of the Organisation in relation to the services and activities is found to be false or misleading or there has been a failure to disclose any material fact which would have had a bearing on the VSS's consideration and management of the Grant;
- g. fraud or serious financial irregularity is discovered.

18.3 In any of the above circumstances, VSS may suspend or terminate the agreement made between VSS and the Organisation, withhold any or all of the Grant Aid and/or require part or the entire Grant aid already paid to be repaid.

18.4 In such cases, the matter shall subsequently be brought to the attention of the Department for appropriate action.

19 AMENDMENTS TO CONTRACT

19.1 Over the course of the funding, VSS may wish to implement changes and or additions to the Contract. The Organisation will be informed by VSS in writing of any such changes or additions and shall give full effect to the same in the manner directed by VSS.

19.2 Any written notice to be given under this Contract shall be delivered by hand or sent by first class prepaid post addressed to the notice party at the address stated in the Letter of Offer and shall be deemed to have been received either when delivered if served by hand, or in the ordinary course of post, unless the contrary is proven.

19.3 This Contract may be amended, modified, varied or supplemented by the VSS where reasonably required. Any new Contract issued will replace this Contract and all other Contracts and arrangements (whether written or oral and express or implied) between the Organisation and the VSS relating to the Programmes shall be deemed to have been terminated by mutual consent and no rights or obligations may remain for either party under any earlier Contracts and arrangements.

19.4 In the event that any provision of this Contract is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable or indications of the same are received by either of the parties from any relevant authority the parties shall amend that provision in such reasonable manner as achieves the intention of the parties without illegality or it may be severed from this Contract and the remaining provisions shall remain in full force and effect.

19.5 The Organisation shall inform the VSS of any changes within the Organisation

since the application was approved and will accept responsibility for ensuring that information held by the VSS is accurate and up to date. The Organisation will provide written updates on the following:

- a. Changes to constitutional documents concerning aims, membership, members of management committee, sharing of assets (whether the Organisation is dissolved or not)
- b. Transferring of assets to or merging/amalgamating with any other body.
- c. Changes to the services and activities as approved and set out in the original application
- d. Changes in sources and other amounts of funding
- e. Changes to the estimated expenditure and/or revenue

The above list is not exhaustive and the Organisation should contact VSS should any doubt exist as to the need to report proposed changes.

- 19.6 The Organisation should give 2 months written notice to VSS in the event of the closure of the Organisation.
- 19.7 In exceptional circumstances VSS may agree to the related VSS Contract to be transferred to another organisation during the Grant aid period. In such cases, the Organisation will be expected to adhere to appropriate legislation and employment considerations.

20 FORCE MAJEURE

- 20.1 Force Majeure means any circumstances beyond the reasonable control of either of the parties or the Department.
- 20.2 If either party is prevented or delayed from or in performing any of its obligations under this Contract by Force Majeure in spite of all reasonable endeavours to continue to perform its obligations under this Contract, then it shall notify the other party of the circumstances constituting the Force Majeure and of the obligations performance of which is thereby delayed or prevented.
- 20.3 The party giving the notice shall thereupon be excused the performance or punctual performance, as the case may be, of such obligation for so long as the circumstances of prevention or delay may continue.
- 20.4 Either party shall be excused the performance of any obligation for a continuous period of thirty (30) days. Thereafter the other party may at any time, provided the Force Majeure is still continuing, terminate this Contract by seven (7) days' notice in writing to the other.

21. LIMITATION OF LIABILITY

- 21.1 VSS accepts no liability for any consequences, whether direct or indirect, that may come about from the Organisation running the Programmes, the use of the Grant or from withdrawal of the Grant. The Organisation shall indemnify and hold harmless VSS, its employees, agents, officers or subcontractors in respect of all claims, costs, demands, losses or any other liabilities incurred by reason of the action and/or omissions of VSS in relation to the Programmes

22 WAIVER

22.1 No failure or delay by either party to exercise any right or remedy under this Agreement shall be construed as a waiver of any other right or remedy.

Signed for, and on behalf of, the Organisation **(two signatures are essential, neither of whom should be paid workers or cash beneficiaries of the Grant and one of whom should be the Chairperson and one other officer bearing committee membership)**

1. _____ Position CHAIRPERSON Date _____

2. _____ Position _____ Date _____

Signed for, and on behalf of, the **Victims and Survivors Service (VSS)**

Name: 

Position: Interim Chief Executive Officer

Date: 1st April 2023