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|  | **VCSEP LIN Continuation Addendum**  **(Local Infrastructure Organisations)** |

Following confirmation of extension to the VCS Emergencies Partnership programme am pleased to offer you an extension of your current VCSEP Local Infrastructure Organisation grant agreement.

The period of the grant extension is from 1 April 2021 to 30 June 2021.

The value of the grant extension is £1,500, which will be paid, subject to completion of the required monitoring information, in June 2021. We will use the bank details you provided us as part of your original application. If any of your bank account details have changed please contact us.

All existing requirements and terms and conditions of the grant will remain. For the extension grant, you will be required to submit and End of Grant report (maximum 750 words) reporting on the activity delivered since the start of the VCSEP programme.

**If you wish to accept this offer, please complete following section and return your completed form to** [**navca@navca.org.uk**](mailto:navca@navca.org.uk) **by 5pm on Tuesday 30 March 2021.**

The form must be signed by a senior member of your organisation with the authority to accept the funding and terms and conditions (e.g. CEO, similar executive role or a trustee/director).

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| Title (e.g. Mr, Mrs etc.) | Click or tap here to enter text. |
| First Name | Click or tap here to enter text. |
| Last Name | Click or tap here to enter text. |
| Job Role | Click or tap here to enter text. |
| Main Email | Click or tap here to enter text. |
| Main Telephone | Click or tap here to enter text. |
| On behalf of the organisation detailed above, I confirm agreement to the terms and conditions and all of the Appendices and Annexes of this form. | |
| Signature  (electronic signatures are accepted) | Click or tap here to enter text. |
| Date | Click or tap to enter a date. |

**Activity required from Local Infrastructure Organisations**

Local Infrastructure Organisations that receive a grant will be required to:

* contribute a minimum of half a day of senior staff time per week;
* liaise with their Local Liaison Lead at least weekly to obtain and share intelligence;
* Share local intelligence with their local sector regularly and ensure any issues or unmet community needs are raised through their Local Liaison Lead
* attend events, focus groups and briefings, and collaborate other LLLs, NAVCA and other VCS EP Partners to support the design and development of a sustainable platform for future emergency response

**Eligible and Ineligible Expenditure**

The salary and associated employment costs of staff engaged in delivery of the project are eligible expenditure only. All other costs are ineligible, including:

* Payment that supports lobbying or activity intended to influence or attempt to influence Parliament, Government or political parties, or attempting to influence the awarding or renewal of contracts and grants, or attempting to influence legislative or regulatory action;
* Using grant funding to petition for additional funding;
* Input VAT reclaimable by You from HMRC;
* Payments for activities of a political or exclusively religious nature;
* Goods or services that You have a statutory duty to provide;
* Payments reimbursed or to be reimbursed by other public or private sector grants;
* Contributions in kind (i.e. a contribution in goods or services as opposed to money);
* Depreciation, amortisation or impairment of fixed assets owned by You;
* The acquisition or improvement of fixed assets by You (unless the grant is explicitly for capital use - this will be stipulated in the Grant Offer Letter);
* Interest payment (including service charge payments for finance leases);
* Gifts to individuals other than promotional items to any one individual;
* Entertaining (entertaining for this purpose means anything that would be a taxable benefit to the person being entertained, according to current UK tax regulations);
* Statutory fines, criminal fines or penalties;
* Liabilities incurred before the issue of this funding agreement unless agreed in writing by Us;
* Use in respect of costs reimbursed or to be reimbursed by funding from any other source;
* Use to purchase buildings or land;
* Activities that make profits for private gain;
* Campaigning activities;
* Loan repayments.

**Terms & Conditions of Grant**

**Definitions**

*Project* the activities set out in Part 1.

*Us* The National Association for Voluntary and Community Action

*You* The organisation detailed in Grant Offer Letter and to which the Grant will be paid

**Payment of Grant**

1. You acknowledge that the amount specified in the Grant Offer Letter is the total amount of Grant that We may pay and that this amount will not be increased as a result of any overspend or otherwise.
2. You must;
   1. use the funding only for activities described in Part 1
   2. act lawfully in carrying out the activities, in accordance with best practice and guidance from your regulators, and follow any guidelines issued by us about the project or use of the grant.
3. The Grant will be payable in two instalments;
   1. An payment equal to 50% of the total Grant amount will be made upon receipt of the mid-point monitoring and supporting information supplied to Our satisfaction.
   2. The remaining funds will be paid at the end of the Project only if We are satisfied that all supporting information in connection with the Grant has been supplied to Our satisfaction.
4. You acknowledge that we have no liability for any costs or consequences incurred by you or third parties that arise directly or indirectly from the project, nor from non-payment or withdrawal of the grant, save to the extent required by law.
5. If any part of the Grant remains unspent on conclusion of the Project, You shall ensure that any unspent funds are returned to Us.

**Monitoring and Reporting**

1. You will;
   1. Complete and return to Us a copy of the Project Monitoring Form found at Annex 1 at the mid-point (3 months) and end (6 months) of the Project
   2. provide us with any other information and reports we require about the project and its impact, both during and after the end of the project;
   3. allow us and/or our agents reasonable access to your premises and systems to inspect project and grant records;
   4. comply with data protection laws and obtain the consent of your beneficiaries for Us and You to receive their personal information and contact them;
2. We may request and You must supply proof of expenditure and any other supporting documentation and information in addition to those set out in these terms and conditions as We may require.

**Accounts**

1. You will;
   1. hold the grant in a UK based bank or building society account in Your name, which must be an ordinary business bank account that requires at least two people to approve all transactions and withdrawals
   2. not transfer any part of the Grant to other bank accounts except as necessary to carry out the Project, and;
   3. show the Grant as restricted funds in Your accounts; the Grant must not be included in general funds
   4. keep accurate and comprehensive records about your project both during the project and for seven years afterwards and provide Us or our named agents on request with copies of those records and evidence of expenditure of the grant, such as original receipts and bank statements.

**Duplicate Funding**

1. You agree not to apply for, or obtain, funding from a Third Party which is for the same purpose for which the Grant was made or in respect of any part of the Project that have been paid for in full using the Grant.

**Fraud**

1. You ​understand that providing false or misleading information in your application or subsequent communications related to this grant could lead to funds being withheld or ​subsequently recovered. Civil or criminal proceedings may be considered in the event of non-compliance. Post grant award assurance work may be completed to discover and recover fraudulent funds.
2. If You have any grounds for suspecting Financial Irregularity (​including, regardless of the amount, any fraud, other impropriety, or mismanagement in relation to the Grant or the Project, including the use of the Grant or any part of the grant for purposes other than the Project), You must notify Us immediately, and, where appropriate the police. You must explain to us what steps are being taken to investigate the suspicion, and keep Us informed about the progress of the investigation.

**Clawback**

1. You shall promptly notify and repay immediately to Us any money incorrectly paid to You as a result of an administrative error or otherwise. This includes (without limitation) situations where You have been paid in error before You have complied with your obligations under the Grant Funding Agreement. Any sum, which falls due under this paragraph, shall fall due immediately. If You fail to repay the due sum immediately, the sum will be recoverable summarily as a civil debt.
2. An Event of Default occurs if:
   1. You fail to comply with any term or condition of this Grant Agreement;
   2. You fail to complete the Project or have failed to make satisfactory progress with the Project or any part of it, in accordance with any agreed timetable;
   3. any information given or representations made by You to Us is found to be incorrect or incomplete to an extent which We reasonably consider to be material;
   4. You fail to take adequate measures to investigate and resolve any reported Financial Irregularity;
   5. You cease to operate and / or change the nature of Your operations to an extent which We reasonably consider to be material, including if You (or any substantial part of Your operations) merge with or are taken over by another organisation;
   6. before the end of the Project You:
      1. are subject to a proposal for a voluntary arrangement or have a petition for an administration order or a winding up order brought against You;
      2. pass a resolution to wind up Your business;
      3. make any composition, arrangement, conveyance or assignment for the benefit of Your creditors, or purport to do the same; or
      4. are subject to the appointment of a receiver, administrator or liquidator; or
      5. are unable to pay Your debts as they fall due;
      6. You receive funding from any other source for the Project which is funded by the Grant;
      7. You are involved in illegal activity in Your administration of the Project;
      8. You take any actions which in Our reasonable opinion are likely to bring Our name or reputation, or that of the wider Voluntary and Community Sector Emergencies Partnership, Department for Digital, Culture, Media and Sport, or wider government, into disrepute, or which pose a risk to public money; or
      9. You are otherwise in material breach of this Grant Agreement.
   7. If an Event of Default occurs, We may, at Our discretion:
3. suspend and withhold the payment of Grant for such period as We may determine;
4. require You to repay all or any part of the Grant that has been paid to You (or such lesser amount as We may determine) by issuing a demand for repayment. Prior to issuing such a demand, We may (at Our sole discretion) give You an opportunity to rectify such breach or occurrence, delay or defer any further payments of Grant instalments to You until such time as the breach has been remedied; and/or
5. terminate this Grant Agreement by serving written notice where the Event of Default is incapable of being remedied or is not remedied within such reasonable period as we may determine.

**Publicity**

1. We may acknowledge Your involvement in the Project and Your receipt of the Grant without prior notice to You.
2. You must not issue any publicity relating to the Grant except in a form to be agreed in advance by Us.
3. You agree that We may share details of the Grant and the name of Your organisation with the UK Government and that such details may appear on the Government Grants Information System database which is available for search by other funders.

**Annex 1: Monitoring Requirements**

This Annex sets out examples of how this process will be monitored.  We are seeking to automate elements of the quantitative reporting, but in addition, below are examples of the monitoring questions you may be required to complete at the mid (3-month) and end (6-month) point of the Project. We will provide you with an electronic version of the form to complete ahead of the due dates. Monitoring question will include a rating matrix and request for qualitative feedback.

* + - 1. How many unmet needs have you fed in to your Local Liaison Lead/Multi-Agency Cell?
      2. How many network/briefing events have you held with VCSEs/LIOs in your area in relation to the VCSEP Multi-Agency Cell/unmet needs process?
      3. How satisfied are VCSEs/LIOs in your network with the mechanisms of engaging with a Local Liaison Lead to share intelligence on unmet and emerging needs?
      4. How satisfied are you with the process for fulfilling unmet needs by matching it with appropriate resources?
      5. How satisfied are you with the communication processes with and between; VCS EP Multi Agency Cells/LIOs/VCSEs
      6. How satisfied are you with the timescales for responding to unmet needs escalated up to Multi-agency Cells?
      7. How satisfied are VCSE organisations in your area who have been involved in the Multi-Agency Cell/unmet needs process?
      8. If The National Coordination Cell’s process for brokering volunteers has taken place in your area, how many volunteers have been placed and how has the process been?
      9. How satisfied are you, overall, with the VCS EP mechanisms?

**Annex 2: Privacy Notice**

This Privacy Notice explains your rights and gives you the information you are entitled to under the Data Protection Act 2018 and the General Data Protection Regulation (“the Data Protection Legislation”). Note that this section only refers to your personal data that we process (e.g. the details of individuals at your organisation - name, date of birth, home address, email address, phone number, and the details of your organisation’s finances).

*Who controls the information you provide?*

The grant for this programme is provided by the Office for Civil Society, a directorate of the Department for Digital, Culture, Media and Sport (DCMS). The funds are passed to the British Red Cross on behalf of the VCS EP, and some of these funds are then passed on to NAVCA to distribute to Local Infrastructure Organisations.

*Why are we collecting and processing your personal data?*

The personal data we process are the details of a legally responsible individual at your organisation (name, date of birth, home address, email address, phone number) and the details of your organisation’s finances. This is processed by us to conduct organisational checks for the purposes of grant making and fraud detection and error after the grants have been made (this is called “post grant award assurance”).

We will also hold contact details (name, phone number, email address) of an individual at your organisation to maintain contact during the programme.

Because of the urgency of the COVID emergency situation and the speed that we have to operate at it can often be difficult to put in robust up-front controls. This grant making process will therefore be supported by a robust ​post grant award assurance​ activity. Your data will be shared with BRC and DCMS for the purposes of post grant award assurance activity to enable DCMS or an organisation acting on its behalf to identify funds that have been paid in incorrectly, either because of fraud, error or if a grant duplicates a grant made by another funder.

*Our legal basis for processing your personal data*

DCMS, BRC and NAVCA are processing your personal data for a task carried out in the public interest.

*Who will we share your personal data with?*

NAVCA will hold the details outlined above on a shared database, so that BRC and DCMS or its appointed agents will be able to access your email address to enable them to communicate with you regarding the Programme, monitoring and evaluation.

DCMS may share your personal data with organisations that help to independently monitor and evaluate this programme or that conduct organisational checks and verifications for fraud or error detection at the end of the programme.

We will only share personal data which they need to carry out their work and subject to appropriate security measures.

*How long will we keep your personal data?*

Your personal data will be retained for five (5) years after the duration of the programme, being erased by May 2026.

*Your rights, e.g. access, rectification, erasure*

The data we are collecting is your personal data, and you have the right:

* To see what data we have about you
* To ask us to stop using your data, but keep it on record
* To ask us to stop using and delete your data in certain circumstances
* To have all or some of your data corrected

To lodge a complaint with the independent Information Commissioner (ICO) if you think we are not handling your data fairly or in accordance with the law.

You can contact the ICO at​ <https://ico.org.uk/> or ICO, Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF, or telephone 0303 123 1113.

Should you have any concerns or wish to exercise the rights outlined above in respect of the personal data which:

* DCMS is processing, please contact the ​DCMS Data Protection Officer at dcmsdataprotection@culture.gov.uk
* The British Red Cross or VCSEP funded partners are processing, then please contact the Data Protection Officer at​ [dataprotection@redcross.org.uk](mailto:dataprotection@redcross.org.uk)

*Accuracy*

NAVCA, DCMS, BRC and other VCS EP funded partners take all reasonable steps to keep personal data in its possession or control, which is used on an on-going basis, accurate, complete, current and relevant, based on the most recent information available to us. If we are advised of a change in information, we will update the data accordingly. We rely on you to notify us of any changes to your personal data.

*Security of personal information*

We are committed to taking all reasonable and appropriate steps to protect the personal information we collect from you from improper use or disclosure, unauthorised access, unauthorised modification, and unlawful destruction or accidental loss. We have taken and will take appropriate information security, technical, storage and organisational measures to such end, including measures to deal with any suspected data breach. All providers who are associated with the processing of your information are obliged to respect the confidentiality of your personal data.

*Deletion Procedure*

All parties are responsible for deleting from their server any copies of the personal data held post completion of the programme (usually within three (3) months), unless retained for further purposes by DCMS in which case it will be deleted after five (5) years. Any subsequent research will be completed by the programme’s independent evaluators, who will also be subject to the terms of the GDPR.