

# Council Standard Conditions of Grant

These are the City of Edinburgh Council's (Council) standard conditions for the award of grant funding.

The Council provides grant funding to third parties to improve social, environmental and economic outcomes for Edinburgh's citizens and communities. The Council is committed to working in partnership with third party organisations, to ensure the agreed outcomes / objectives related to this funding are delivered.

If you want to be considered for a Council grant, you must be willing to accept the following conditions (Please note that there may be additional conditions applied by the specific Council service making individual grant awards):

## 1 General

- 1.1 You must provide confirmation that your organisation is properly constituted. You will be asked to provide a copy of your constitution to the Council.
- 1.2 You must only use Council funds for the purposes agreed with the Council, as stated in your Funding Agreement, and these should be treated as restricted funds in your organisation's accounts.
- 1.3 The Council operates a principle of proportionality which means the standards expected of larger grant funded organisations or larger awards are more exacting than those of smaller bodies or smaller awards. All organisations are expected to have the following in place:
  - suitable operational and financial management practices;
  - proven effective organisational governance;
  - auditable record keeping systems; and
  - relevant employment, equalities, rights and sustainability policies.

## 2 Sound Financial Practice

- 2.1 Your financial accounting practices will meet as a minimum the essential elements and requirements of the [Office of the Scottish Charity Regulator](#) (OSCR).
- 2.2 If your grant is more than £10,000 in total, you will need to submit to the Council financial information as required by OSCR. This financial information should be returned each financial year, either by 31 July or another date agreed with the relevant service area providing funding.
- 2.3 If your grant is below £10,000 in total, you will need to submit records and receipts to demonstrate that the Council funds were used as indicated within your Funding Agreement. This information should be returned for the previous financial year, either by 31 July or another date set by the relevant service area providing funding.

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2.4 Failure by an organisation to submit the required financial information or annual performance report on request may seriously jeopardise any future funding relationship with the Council.

2.5 The organisation's record-keeping and management practices should be of a good standard compliant with the [Public Records \(Scotland\) Act 2011](#).

### 3 Monitoring the use of Council funds

3.1 The Council service area providing funding and the funded organisation will each nominate a contact person in respect of the grant to:

- be the initial point of contact on matters relating to their funding relationship; and
- ensure that the agreed monitoring and review processes are effectively managed.

3.2 The Council service area's nominated officer, known as the Grant Monitoring Officer (GMO), will be entitled to attend the organisation's Board/Committee meetings and must be provided with minutes of all such meetings. Attendance at meetings may be based on the level of Council investment and the associated risk of funding not being used for its intended purposes.

3.3 For the purposes of co-production and improving the service, the GMO may meet with service users for feedback sessions.

3.4 Performance in relation to the Funding Agreement will be reviewed through a variety of means and will involve at least one meeting per year for this purpose. At least a week in advance of this meeting, the Council should be provided with a written report covering achievements against the Funding Agreement and detailing any outstanding plans for use of the grant.

3.5 If your grant is for more than £10,000 per annum, you will be required to complete and submit to the Council an online Quality Assurance (QA) assessment following the conclusion of each financial year. This covers matters such as:

- % of departmental funding agreement targets (or Council outcomes) achieved;
- % of overall income which the Council grant represents;
- Volunteering and paid staff hours;
- Levels of service use; and
- User satisfaction levels.

3.6 If any Council funds contribute to an organisation's financial reserves, these must be accounted for as restricted reserves. Where possible, an organisation should continue the general good practice guidance of maintaining non-earmarked reserves equal to three months' operating expenditure.

3.7 If an organisation is winding up, the GMO must be consulted about any proposals to distribute surpluses and assets. Any unspent Council funding must be returned before any distribution is commenced.

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## 4 Protecting the Environment

- 4.1 Your organisation's policies and practices should minimise any detrimental environmental impacts and complement the Council's commitment to protecting and improving Edinburgh's environment for future generations.
- 4.2 You will ideally have in place, or will develop, an Environmental Policy which complies with the Council's [Sustainable Edinburgh 2020 requirements](#).

## 5 Equalities

- 5.1 Your organisation must have a commitment to mainstream equalities and rights in accordance with the [Equality Act 2010](#). Both in terms of its practices employing staff and volunteers and in providing services, you should be able to show how your organisation:
- advances equality of opportunity;
  - fosters good relations; and
  - eliminates any unlawful discrimination, harassment and victimisation.
- 5.2 If service users or prospective service users ask, you must produce information in accessible formats (e.g. tape, disk format, Braille, large print (18 or 36 point) and community languages). The Council can help you do this through the services offered by the Interpretation and Translation Service (ITS) who can be contacted on 0131 242 8181. Please note that the Council will not be liable for any costs incurred by your organisation in this regard. Records of requests for accessible formats should be kept and shared with the GMO at Funding Agreement meetings.

## 6 Staff and Volunteers

- 6.1 If your activities involve children and adults at risk, you must:
- vet staff and volunteers using the national disclosure scheme and provide written confirmation that this has been carried out;
  - train staff and volunteers to communicate effectively with clients and be aware of relevant safety issues;
  - follow the policies and procedures for making the Council aware of [any abuse or neglect](#); and
  - be aware of and follow [the Prevent Duty Guidance for Scotland](#).

Copies of procedures which may offer a useful framework, such as [Safer Recruitment Through Better Recruitment](#), are available from your supporting service area.

- 6.2 Vacancies for posts, funded (or contributed to) by the Council grant, covering six months' duration or longer, should be publicly advertised. Advertising must indicate that the organisation is in receipt of funding from the Council for the post(s) concerned.

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- 6.3 If your activities involve the use of volunteers, volunteer management and support should be of the highest standard in line with the [Investing in Volunteering scheme](#).
- 6.4 If a Council funded post lies vacant for a period of time, funding may be reduced proportionately.
- 6.5 Staff must not be hindered in any efforts to establish trade union recognition in your organisation.

### 7 Sponsorship and Publicity

- 7.1 If offered sponsorship packages that could be considered controversial such as tobacco, alcohol or pay day lending, you must advise the GMO at the earliest opportunity. If you are in doubt, please contact your GMO to discuss.
- 7.2 If you produce any publicity or promotional information about your organisation, including information of events or exhibitions, social media activity, recruitment information or annual reports, this material must indicate the Council's support, proportionate to the level of funding being provided. In addition, this proportionally must be reflected when listing any other funders / supporters.
- 7.3 You must adhere to Council procedures relating to the acknowledgement of funding e.g. the Council logo, or the words 'Supported by the City of Edinburgh Council' should always appear on promotional material, websites, online presence, social media, programmes, annual reports and job vacancy advertisements.
- 7.4 By prior agreement, the Council and the funded organisation shall be entitled to:
- host promotions, photo calls and press briefing at mutually-convenient times, located within the funded organisation;
  - issue press releases regarding areas of the funding relationship at any time throughout the period of the fund; and
  - work closely with the Council's Communication Team to identify mutually beneficially promotional opportunities. Your GMO can give you the relevant contact in the Council's Communication Team.
- 7.5 During the period of funding, any press release or other communications activity which relates to the relationship between a funded organisation and the Council, must be agreed by both parties before being issued. Any releases or other communications activity out-with this period that relate to activity associated with this funding must also reference the Council's support and the opportunity for the inclusion of a Council comment.
- 7.6 [Section 2 of the Local Government Act 1986](#) prohibits the Council from publishing any material that appears to be designed to affect public support for a political party. The

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same section also prohibits the Council from awarding funding to organisations for this purpose.

### **8 Funding Terms**

- 8.1 Funding agreements cover a single financial year. Where a grant award spans more than one year, this can be referenced in a funding agreement but awards for a second and subsequent year(s) of funding are “in principle” only. Funding agreements are reviewed and renewed annually and grant awards for second or subsequent year(s) are subject to the Council’s own financial position as judgement on the satisfactory performance of funded organisations.
- 8.2 Funding will be issued following the agreement of both parties to the Funding Agreement and related signing. The funds will be paid by the Council in the form of direct payment through BACS to the organisation's bank account.
- 8.3 The Funding Agreement will record the pattern of payments to be followed. Payment will be by BACS into the organisation’s bank account.

### **9 Breach, termination and variation of the Funding Agreement**

- 9.1 The Council shall have the right to demand immediate repayment by the organisation of the whole grant or any part thereof if there is failure to:
- give appropriate recognition of the Council’s support as outlined above;
  - comply with all the terms and conditions specified;
  - attend, as appropriate, meetings with the Council;
  - communicate in advance proposed changes in the Funding Agreement including any inability to meet agreed service delivery outcomes;
  - act to meet the agreed targets contained in the Funding Agreement;
  - make decisions or operate systems to the standards expected by the Council in managing public funds.
- 9.2 This agreement will automatically terminate with immediate effect:
- by reason of fundamental breach, unremedied or repeated default on the Funding Agreement conditions;
  - following a breach of statutory duty;

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- if the funded organisation is in receivership, insolvent or in liquidation;
- if the funded organisation does anything to bring the Council into disrepute.

Based on any of the above, the Council reserves the right to the return of appropriate funds from the organisation.

- 9.3 To terminate a Funding Agreement, either party must submit a Notice of Termination to the Registered or Head Office of the other party by recorded delivery or registered post.
- 9.4 Any party wishing to vary a Funding Agreement will need to give a minimum of twenty-eight days' notice to the other party or parties of the proposed variation. Any variation shall only be valid if agreed by both parties in writing.

### 10 Miscellaneous Conditions

- 10.1 For the purpose of this clause 10 the terms "data controller", "processor" and "personal data" shall have the meaning set out in the Data Protection Legislation.
- 10.2 "Data Protection Legislation" means all applicable laws relating to privacy and the processing of personal data including (i) prior to 25 May 2018 the [Data Protection Act 1998](#) and the [Data Protection Directive \(95/46/EC\)](#) and (ii) on and after 25 May 2018, the [General Data Protection Regulation \(EU\) 2016/679](#), the [Data Protection Act 2018](#) subject to Royal Assent or any equivalent or similar legislation implemented in the UK following the UK's withdrawal from the European Union.
- 10.3 "Information Legislation" means the [Freedom of Information \(Scotland\) Act 2002](#) and the [Environmental Information \(Scotland\) Regulations 2004](#).
- 10.4 You must observe your obligations under the Data Protection Legislation and the Information Legislation, and shall comply with all applicable laws, regulations, best practice and codes of practice.
- 10.5 You acknowledge that the Council is subject to requirements under the Data Protection Legislation and the Information Legislation. Where requested by the Council, you will provide reasonable assistance and cooperation to the Council to assist the Council's compliance with its information disclosure obligations.
- 10.6 On request from the Council you will provide the Council with all such relevant documents and information relating to your data protection policies and procedures.
- 10.7 You acknowledge that the Council, acting in accordance with the codes of practice issued and revised from time to time relating to the Information Legislation, may disclose information concerning your organisation and this Funding Agreement without consulting you.

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- 10.8 You can request that specific information you provide to the Council as part of the Funding Agreement is exempted from disclosure under the Information Legislation. However, no guarantee can be given that the Council can comply with such a request.
- 10.9 You agree that you are the data controller of any personal data processed by you for the funded activities agreed with the Council as stated in the Funding Agreement. You will comply fully with the Information Acts to the extent that they are applicable to you and with the ICO's public guidance for data controllers.
- 10.10 You agree that the Council, its employees and contractors may use personal data which you provide about your staff, partners and participants involved in the activities agreed with the Council in order for the Council to administer and evaluate the grant, and to exercise the Council's rights under the Funding Agreement.
- 10.11 You agree that the Council may share details of the grant, the name of your organisation and any personal data obtained from you with the Scottish Government and that such details may appear on any Government Grants Information System database which is available for search by other funders. You also agree to the Council publishing any details of the grant on the Council's website.
- 10.12 You will ensure that you have adequate insurance including public liability and employer's liability.
- 10.13 You will provide, if requested, evidence that where the award is used to purchase items of equipment, the equipment is adequately insured. In the event of the equipment being lost, stolen or damaged and not replaced, money obtained from the insurance must be paid to the Council.
- 10.14 In the event of items of capital equipment funded by the Council being no longer required, or an organisation with such equipment ceasing to exist, at the discretion of the appropriate Director, the equipment should be returned to the Council.
- 10.15 You will notify the Council of any conflict of interest that may reasonably be deemed to affect the impartiality of any member of staff, volunteer, Office Bearer or Board/Management Committee Member on any matter relevant to his or her duties.
- 10.16 You will provide evidence to the Council that the organisation is working to support the principles of Best Value. These principles include:
- Accountability to service users;
  - Transparency in the organisation's decision-making through easily accessible information;
  - Demonstration of continuous improvement in the provision of services or activities; and

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- Encouraging ownership of the organisation by all stakeholders through effective consultation processes.

10.17 The Council will not approve grants for projects whose members have been involved in activity deemed to be inappropriate by the Council e.g. fraud, criminal activity or breach of workforce regulations.

### **11 Fair Work Practices / Living Wage Foundation Rate**

11.1 The Council expects funded organisations to adopt policies which comply with fair work practices. Fair and equal pay, including the Living Wage, is a positive factor and one of the clearest ways in which a funded organisation can demonstrate that it adopts fair work policies.

11.2 The Council has committed to the [Living Wage Foundation Rate](#) (currently £8.75 per hour as at November 2017), and therefore encourages funded organisations to do the same.

11.3 Funded organisations can also demonstrate a commitment to fair work practices through a variety of policies and practices including, but not limited to: recruitment, remuneration, terms of engagement, skills utilisation and job support and worker representation.

### **12 New conditions of grant provision**

12.1 If there is a need to introduce new conditions of grant, the Council will make organisations aware, including the reasons for their introduction.