

<b>YMDDIRIEDOLAETH ELUSENNOL YNYS MÔN</b>	
<b>PWYLLGOR</b>	YMDDIRIEDOLAETH ELUSENNOL YNYS MÔN
<b>DYDDIAD</b>	13 Medi, 2016
<b>TEITL YR ADRODDIAD</b>	Y Broses Dyfarnu Grantiau
<b>PWRPAS YR ADRODDIAD</b>	Cytuno ar y broses ar gyfer dyfarnu grantiau mawr gan gynnwys pennu lefel y cyllid sydd ar gael a'r broses ar gyfer monitro grantiau a ddyfarnwyd
<b>ADRODDIAD GAN</b>	Trysorydd - Ymddiriedolaeth Elusennol Ynys Môn
<b>GWEITHREDU</b>	Penderfynu derbyn yr argymhellion a gyflwynir gan Swyddogion yr Ymddiriedolaeth

## 1 RHAGARWEINIAD

- 1.1 Mae'r Ymddiriedolaeth Elusennol wedi bod yn dyfarnu grantiau bychan ers nifer o flynyddoedd i grwpiau a sefydliadau cymunedol lleol. Ar hyn o bryd, dyfernir hyd at £8,000 ac mae'r broses wedi hen sefydlu dros nifer o flynyddoedd ac mae'n gweithio'n dda. Mae'r grantiau hyn yn cael eu hariannu o'r incwm buddsoddi a gynhyrchir bob blwyddyn.
- 1.2 Dros y blynyddoedd diwethaf, mae'r Ymddiriedolaeth hefyd wedi bod yn dyfarnu grantiau mwy i fudiadau sy'n gweithio ar Ynys Môn. I ddechrau, rhoddwyd y grantiau hyn ar sail achosion unigol wrth i geisiadau gael eu cyflwyno i'r Ymddiriedolaeth. Fodd bynnag, cyflwynwyd proses fwy ffurfiol yn Ionawr 2016 ond mae'r broses hon wedi codi nifer o faterion y bydd yr adroddiad hwn yn rhoi sylw iddynt, ynghyd ag argymhellion sydd wedi eu cynllunio i sefydlu proses gadarn ar gyfer yr Ymddiriedolaeth i'r tymor hir.

## 2 CRYNODEB O GRANTIAU MAWR A DDYFARNWYD

- 2.1 Mae'r Ymddiriedolaeth wedi dyfarnu'r grantiau mawr canlynol yn y blynyddoedd diwethaf ac ymhelaethir ar y rhain yn Nhabl 1 isod:

**Tabl 1**  
**Grantiau Mawr a Ddyfarnwyd gan yr Ymddiriedolaeth**

Sefydliad	Grant a Ddyfarnwyd bob blwyddyn					Cyfanswm £
	2014 £	2015 £	2016 £	2017 £	2018 £	
Ffermwyr Ifanc Ynys Môn	30,000	30,000	30,000	30,000	30,000	<b>150,000</b>
Urdd Gobaith Cymru	40,000	40,000	40,000	40,000	40,000	<b>200,000</b>
Cymdeithas Gemau'r Ynysoedd	50,000	40,000	40,000	40,000	40,000	<b>210,000</b>
Canolfan Codi Pwysau a Ffitrwydd Caergybi ac Ynys Môn	-	60,000	-	-	-	<b>60,000</b>
Cynllun 'Leader' Menter Môn	-	110,000	110,000	110,000	-	<b>330,000</b>
Sioe Amaethyddol Môn	-	60,000	-	-	-	<b>60,000</b>
Menter Iaith Môn	-	-	50,000	-	-	<b>50,000</b>
Eisteddfod Genedlaethol Cymru	-	-	37,500	-	-	<b>37,500</b>
Menter Gymdeithasol	-	-	37,500	-	-	<b>37,500</b>

Llangefni						
Cwmni Fran Wen	-	-	45,000	-	-	<b>45,000</b>
<b>CYFANSWM</b>	<b>120,000</b>	<b>340,000</b>	<b>390,000</b>	<b>220,000</b>	<b>110,000</b>	<b>1,180,000</b>

- 2.2. Yn dilyn y penderfyniad i ddyfarnu'r grantiau ym mis Ionawr 2016, mae nifer o sefydliadau eraill wedi gofyn sut y gallant wneud cais am grantiau mwy. Dywedodd rhai nad oeddent yn ymwybodol bod yr Ymddiriedolaeth yn gwahodd ceisiadau a holodd rhai ynghylch beth fyddai'n gymwys h.y. a ellid defnyddio'r grant i dalu costau rhedeg ac, os oedd sefydliad wedi derbyn grant bychan o'r blaen, a oedd hynny'n eu hatal rhag gwneud cais am grant mwy a 'vice versa'.
- 2.3. Os yw'r Ymddiriedolaeth yn bwriadu dyfarnu grantiau bob blwyddyn trwy ddefnyddio'r twf yng ngwerth cyfalaf y buddsoddiadau, bydd angen proses fwy ffurfiol sydd wedi ei diffinio'n glir er mwyn sicrhau bod y grantiau'n cael eu dyfarnu'n deg a bod cyfle i bawb.

### 3.0 ARIANNU GRANTIAU MWY

- 3.1. Yn 2016, neilltuwyd swm o £ 200,000 gan yr Ymddiriedolaeth fel arian a fyddai ar gael ar gyfer grantiau mwy. Gwnaed y penderfyniad mewn cyfarfod llawn o'r Ymddiriedolaeth yn seiliedig ar argymhelliad a wnaed gan y Trysorydd a oedd wedi bod yn ymgynghori â'r Rheolwyr Buddsoddi. 'Roedd y ffigur yn seiliedig ar ddyrannu 20% o'r twf disgwylid yng ngwerth cyfalaf y gronfa yn ystod 2016.
- 3.2. Er mwyn caniatáu digon o amser ar gyfer proses ymgeisio ffurfiol, rhaid gwneud y penderfyniad ynghylch y swm fydd ar gael ar gyfer grantiau mwy yn gynharach yn y flwyddyn ariannol. Yn ei gyfarfod ar 27 Ionawr 2016, penderfynodd yr Ymddiriedolaeth bod y penderfyniad ynghylch y swm sydd ar gael bob blwyddyn ar gyfer grantiau mwy yn cael ei ddirprwyo i'r Pwyllgor Buddsoddi a Chontractau. Cynigir bod y penderfyniad yn cael ei wneud yn y cyfarfod o'r Pwyllgor Buddsoddi a Chontractau a gynhelir ym mis Tachwedd bob blwyddyn ac yn seiliedig ar argymhelliad gan y Trysorydd mewn ymgynghoriad â'r Rheolwyr Buddsoddi o HSBC.

## 4 Y BROSES O WNEUD CAIS AM GRANTIAU MWY

- 4.1. Hyd yma nid oes proses ymgeisio ffurfiol wedi'i sefydlu ar gyfer dyfarnu grantiau mwy. Dyfarnwyd grantiau yn y gorffennol naill ai ar ôl i sefydliad gysylltu â'r Ymddiriedolaeth a gofyn am gymorth ariannol neu, fel y digwyddodd ym mis Ionawr 2016, yn dilyn proses ymgeisio nad oedd wedi ei hysbysebu'n eang oherwydd cyfyngiadau amser.
- 4.2 Cynigir felly y dylid ffurfioli'r broses ymgeisio fel a ganlyn: -
1. Ym mis Tachwedd bob blwyddyn, bod y Pwyllgor Buddsoddi a Chontractau yn penderfynu ar y swm sydd ar gael i ariannu grantiau mwy. Efallai, oherwydd gostyngiad yng ngwerth cyfalaf y buddsoddiadau, y bydd y Pwyllgor yn penderfynu peidio dyrannu unrhyw gyllid i grantiau mwy.
  2. Os bydd arian ar gael, dylid gwahodd sefydliadau i gyflwyno ceisiadau. Dylid hysbysebu'r gwahoddiad i ymgeisio mewn papurau newydd lleol a

thrwy ddefnyddio gwefan y Cyngor a chyfryngau cymdeithasol (fel sy'n digwydd ar hyn o bryd gyda'r grantiau llai

3. Y dyddiad cau ar gyfer cyflwyno ceisiadau fyddai 31 Ionawr
4. Byddai'r ceisiadau yn cael eu hasesu wedyn gan yr aelodau o'r Pwyllgor Adfywio yn ystod mis Chwefror a byddai ei argymhellion yn cael eu hystyried wedyn gan y cyfarfod o'r Ymddiriedolaeth Lawn ym mis Mawrth bob blwyddyn.

## **5 MEINI PRAWF CYMHWYSO**

- 5.1 Mae'r meini prawf cymhwysu ar gyfer y grantiau mwy yn seiliedig ar ddau adroddiad blaenorol a ystyriwyd gan yr Ymddiriedolaeth

### **Medi 22, 2015**

- i Cadarnhaodd yr adroddiad fod yn rhaid i geisiadau helpu i gyflawni o leiaf un o'r 8 amcan sydd gan yr Ymddiriedolaeth.
- ii Ni fyddai unrhyw sefydliad yn cael grant mwy ddwy flynedd yn olynol neu mwy na dwywaith mewn pum mlynedd.
- iii Ni chaniateir ceisiadau i gwrdd â thaliadau llog, ffioedd ariannu neu unrhyw ffioedd bancio.

### **Ionawr 27, 2016**

- i Angen i ymgeiswyr ddangos cynaliadwyedd y prosiect ac y gallai barhau heb gyllid grant pellach gan yr ymddiriedolaeth
- ii Angen i ymgeiswyr ddangos beth fyddai'r meini prawf llwyddiant ar gyfer y prosiect a sut y byddent yn cael eu mesur.

- 5.2 Y cwestiwn a godwyd yw a ellir defnyddio'r grantiau mwy i dalu am gostau rhedeg sefydliadau ynteu a yw'r grantiau yn gyfyngedig i brosiectau cyfalaf fel sy'n digwydd gyda'r grantiau llai. Hyd yma mae'r grantiau mwy a ddyfarnwyd wedi cyfrannu at brosiectau cyfalaf blwyddyn ac at gostau rhedeg y sefydliadau dros gyfnod hwy o amser.

- 5.3. Mae dyrannu grantiau ar gyfer prosiectau cyfalaf penodol yn ei gwneud yn haws i fesur effaith y grant ac mae'n hwyluso gwaith i fonitro cydymffurfiaeth yn erbyn y cais gwreiddiol. Fodd bynnag, nid yw amcanion yr ymddiriedolaeth yn cyfeirio'n benodol at roi cymorth yn unig tuag at brosiectau cyfalaf.

- 5.4. Gan mai un o'r meini prawf blaenorol oedd cynaliadwyedd, byddai'n anodd i unrhyw gais sy'n gofyn am gymorth tuag at ariannu costau rhedeg prosiect neu sefydliad gwrdd â'r maen prawf hwn, oni bai y gallai'r ymgeisydd ddangos y byddai'r fenter yn cael arian o ffynonellau eraill ar ôl i'r cyllid gan yr Ymddiriedolaeth ddod i ben, neu ddangos y byddai'n gallu cynhyrchu incwm ychwanegol drosto'i hun i'r dyfodol. Felly, cynigir y dylid ystyried ceisiadau sy'n gofyn am gymorth i dalu costau rhedeg cyffredinol ond bod rhaid i'r ymgeisydd allu dangos yn glir bod y prosiect yn gynaliadwy unwaith y bydd y cyllid gan yr Ymddiriedolaeth yn dod i ben.

- 5.5. Mae angen eglurder hefyd ynghylch a all sefydliad sydd wedi derbyn grant bychan o'r blaen wneud cais am grant mwy. Gan fod yr Ymddiriedolaeth wedi penderfynu o'r blaen na all sefydliad dderbyn grant ddwy flynedd ar ôl ei gilydd

a dim mwy na dau grant mewn unrhyw gyfnod o bum mlynedd, ydyw'n rhesymol i hyn gynnwys grantiau bach neu fawr? h.y. ni all sefydliad dderbyn grant bach mewn un flwyddyn ac yna grant mwy y flwyddyn ddilynol ond gallant gael grant bach a grant mawr mewn unrhyw gyfnod treigl o bum mlynedd

## 6 CYTUNDEBAU CYFREITHIOL

6.1 Hyd yma nid oes cytundeb cyfreithiol safonol ffurfiol wedi ei lunio a'i gytuno gan yr Ymddiriedolaeth. Byddai'r cytundeb cyfreithiol yn nodi'n glir yr hyn y dylid defnyddio'r arian grant ar ei gyfer, pa dargedau perfformiad sydd wedi cael eu gosod, sut caiff y prosiect ei fonitro ynghyd â hawliau mynediad ar gyfer yr Ymddiriedolaeth a darpariaeth i adennill y grant os ystyrir bod angen gwneud hynny. Mae drafft o gytundeb safonol ynghlwm fel Atodiad 1 a gofynnir i'r Ymddiriedolaeth gymeradwyo'r drafft hwn, er y dylid nodi y bydd rhai rhannau o'r cytundeb yn newid ar gyfer pob grant a ddyfernir.

6.2 Y cwestiwn sy'n codi wedyn yw pa lefel o ddiogelwch y bydd yr Ymddiriedolaeth yn gofyn amdano mewn perthynas â phob grant unigol, fel y gellir adennill y grant gan sefydliad pe byddai angen. Nodir nad bwriad yr Ymddiriedolaeth yw ei gwneud yn anodd i ymgeiswyr wneud cais am grant ac nad yw'n fwriad 'chwaith y byddai'r Ymddiriedolaeth yn ceisio adennill grant ar unwaith pan dorwyd amodau grant. Gall y lefel o ddiogelwch amrywio a gall gynnwys: -

1. Rhoi pridiant ar yr asedau a brynwyd gyda'r grant a pheidio â rhyddhau'r pridiant hyd nes y bodlonwyd holl amodau'r grant.
2. Pridiant ar asedau eraill sy'n eiddo i'r sefydliad ac unwaith eto, peidio â rhyddhau'r pridiant hyd nes y bodlonwyd holl amodau'r grant.
3. Gofyn am fond perfformiad sy'n cyfateb i werth llawn y grant. Byddai rhoi bond o'r fath ar waith yn golygu cost a allai ddisgyn naill ar y sefydliad sy'n gwneud cais neu'r Ymddiriedolaeth ei hun.
4. Gwarant gan riant-gwmni (os oes riant gwmni). Efallai na fydd hyn yn bosib bob amser.
5. Dibynnu ar y cytundeb cyllid grant fel y sail gyfreithiol ar gyfer adennill y grant. Gall hyn fod yn gostus o ran ffioedd cyfreithiol ac efallai na fydd yn llwyddiannus e.e. os yw'r sefydliad yn mynd i ddwylo'r gweinyddwyr neu'n cael ei ddiddymu a dim digon o arian ar gael i ad-dalu'r grant.

6.3. Gofynnir i'r Ymddiriedolaeth ystyried yr uchod a phenderfynu ar y lefel o ddiogelwch y maent yn dymuno ei gael o fewn y cytundeb.

## 7 MONITRO CYDYMFFURFIAETH AG AMODAU GRANT

7.1 Ar gyfer y grantiau llai, y Swyddog sy'n rhan o'r Tîm Gweinyddu o fewn y Gwasanaeth Dysgu Gydol Oes sy'n monitro cydymffurfiaeth ag amodau'r grant, a hynny gyda chymorth gan staff y Gwasanaeth Cyllid. Mae'r gwaith ar gyfer yr Ymddiriedolaeth yn cael ei wneud yn ychwanegol at eu dyletswyddau fel gweithwyr y Cyngor.

- 7.2 Fel arfer mae'r gwaith monitro ar gyfer y grantiau llai yn syml o ran ei natur ac fel arfer nid yw ond yn golygu bod rhaid i staff i sicrhau bod cadarnhad ysgrifenedig ar gael bod y gwariant wedi digwydd. Gellir cynnal ymweliad monitro hefyd i gadarnhau bod asedau a brynwyd yn dal i fod ym mherchnogaeth yr ymgeisydd.
- 7.3 Mae prosiectau a ariennir gan grantiau mwy yn fwy cymhleth eu natur ac efallai y bydd angen archwilio cyfrifon yr ymgeisydd a monitro dros gyfnod hwy wrth i'r prosiect a ariennir fynd yn ei flaen, e.e. gall fod yn brosiect cyfalaf mawr, a ariannwyd yn rhannol gan yr Ymddiriedolaeth, sy'n cael ei weithredu dros gyfnod hirach.
- 7.4 Mae'n amlwg bod y gwaith o fonitro grantiau mwy yn cymryd mwy o amser ac nid oes gan y staff sy'n monitro'r grantiau llai ar hyn o bryd ddigon o amser i wneud y gwaith hwn yn ychwanegol at eu dyletswyddau cyfredol. Mae angen mynd i'r afael â sut mae'r Ymddiriedolaeth yn monitro grantiau a ddyfarnwyd, ynghyd â'r gwaith gweinyddol ar gyfer yr Ymddiriedolaeth a wneir ar hyn o bryd gan y Cyngor. Mae gweinyddiaeth yr Ymddiriedolaeth yn gysylltiedig â strwythur llywodraethu'r corff i'r dyfodol ond mae angen cael datrysiad tymor byr i fonitro'r 10 sefydliad sydd eisoes wedi cael grant mawr ac i sefydlu a monitro unrhyw grantiau mwy a ddyfernir yn 2017. Gofynnir i'r Ymddiriedolaeth benderfynu a ydyw'n dymuno ariannu adnodd yn y tymor byr i fonitro a gweinyddu'r grantiau mwy.

## **8 PENDERFYNIADAU Y MAE ANGEN I'R YMDDIRIEDOLAETH EU GWNEUD**

- 8.1 Gofynnir i'r Ymddiriedolaeth ystyried y canlynol: -
1. Dirprwyo'r penderfyniad ynghylch lefel y cyllid sydd ar gael i ariannu'r grantiau mwy i'w wneud gan y Pwyllgor Buddsoddi a Chontractau ym mis Tachwedd bob blwyddyn.
  2. A yw'r Aelodau yn cytuno i wahodd sefydliadau i ymgeisio am grantiau mwy trwy gyfrwng hysbyseb gyhoeddus, gan ddechrau ym mis Tachwedd gyda dyddiad cau ar ddiwedd Ionawr.
  3. Bod y ceisiadau ar gyfer grantiau mwy yn cael eu hystyried gan y Pwyllgor Adfywio a fydd yn gwneud argymhellion i'r Ymddiriedolaeth lawn ym mis Mawrth bob blwyddyn.
  4. Cadarnhau y gall sefydliadau wneud ceisiadau am gymorth tuag at gostau rhedeg ond mae'n rhaid i'r sefydliad allu dangos yn glir yn eu cais sut y bydd y sefydliad yn sicrhau hyfywedd ariannol y prosiect i'r dyfodol unwaith y bydd y cyllid gan yr Ymddiriedolaeth yn dod i ben.
  5. Y gall sefydliad sydd wedi derbyn grant bychan o'r blaen wneud cais am grant mwy, ond na all sefydliad dderbyn grant bychan a grant mawr ddwy flynedd yn olynol ac mai dim ond un grant bach ac un grant mawr a ddyfernir mewn unrhyw gyfnod treigl o bum mlynedd.
  6. Bod yr Ymddiriedolaeth yn derbyn y cytundeb grant safonol ac yn dirprwyo'r gallu i Swyddog Monitro'r Cyngor a'r Pennaeth Swyddogaeth (Adnoddau) / Swyddog A151 i ddiwygio'r cytundeb yn ôl y gofyn i fodloni amgylchiadau unigol unrhyw grant.
  7. Bod yr Ymddiriedolaeth yn dirprwyo grym i Swyddog Monitro'r Cyngor a'r Pennaeth Swyddogaeth (Adnoddau) / Swyddog A151 bennu lefel y diogelwch sy'n ofynnol gyda phob grant unigol a ddyfernir.

8. Bod yr Ymddiriedolaeth yn cytuno i ariannu cost adnoddau tymor byr ychwanegol i gynorthwyo i fonitro'r 10 o grantiau a ddyfarnwyd eisoes ac i ddelio ag unrhyw grantiau pellach a ddyfernir hyd nes y gwneir penderfyniad ar lywodraethiant yr Ymddiriedolaeth i'r dyfodol.

## PROPOSED GRANT AGREEMENT

DATE:

<b>Recipient(/You/you):</b>	[COMPANY NAME] LIMITED (No. [NUMBER])
<b>Recipient's Address:</b>	[REGISTERED ADDRESS]
<b>[Recipient's Representative:]</b>	Name: [NAME] Title: [TITLE] Email: [EMAIL] Telephone: [Telephone] Postal Address: [POSTAL ADDRESS]
<b>Grantor(/IACT/we/us):</b>	[COMPANY NAME] LIMITED (No. [NUMBER])
<b>Grantor's address:</b>	[ADDRESS]
<b>Grantor's Representative:</b>	Name: [NAME] Title: [TITLE] Email: [EMAIL] Telephone: [Telephone] Postal Address: [POSTAL ADDRESS]
<b>Commencement Date:</b>	[[DATE] <b>OR</b> The date the Agreement has been signed by both parties.]
<b>Grant:</b>	the sum of £[AMOUNT] to be paid to you in accordance with this Agreement.
<b>Grant Period</b>	<b>Grant Period:</b> the period for which the Grant is awarded starting on the Commencement Date and ending on [DATE BY WHICH THE GRANT MUST BE SPENT].
<b>[Schedules:]</b>	[Schedule 1: the Grant Purpose] [Schedule 2: Claim Form] [Schedule 3: I] [DETAILS OF ADDITIONAL SCHEDULES]
<b>Targets</b>	

1. This Agreement is made up of the following:

(a) The Contract Details.

(b) The Conditions.

(d) The additional Schedules specified in the Contract Details.

2. If there is any conflict or ambiguity between the terms of the documents listed in paragraph 1, a term contained in a document higher in the list shall have priority over one contained in a document lower in the list.

This Agreement has been entered into on the date stated at the beginning of it.

**IN WITNESS WHEREOF** the Grantor and the Recipient have each/all executed this contract as a deed the day and year first before mentioned

Signed as a deed by [NAME OF  
CURRENT TRUSTEE[S]] in  
the presence of:

.....

.....

[SIGNATURE OF CURRENT  
TRUSTEE[S]]

[SIGNATURE OF WITNESS]

[NAME, ADDRESS [AND  
OCCUPATION] OF  
WITNESS]

Executed as a Deed by

.....

acting by two of its Directors  
or a Director and its Secretary

Director

Director/Secretary]



**THIS GRANT AGREEMENT is dated [DATE] (“the Commencement Date”)**

**CONDITIONS**

**DEFINITIONS**

In this Agreement the definitions in the Contract Particulars apply and are fully incorporated and the following additional terms shall have the following meanings:

**Agreement:** the Agreement between the Us and You in accordance with the Contract Details, the additional Schedules and these Conditions.

**Bribery Act:** the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation.

**Conditions:** these Definitions, interpretation and the terms and conditions set out in clause 1 to clause 21 (inclusive).

**Governing Body:** the governing body of the Recipient including its directors or trustees.

**Grant Period:** the period for which the Grant is awarded starting on the Commencement Date and ending on [DATE BY WHICH THE GRANT MUST BE SPENT].

**Intellectual Property Rights:** all patents, copyrights and design rights (whether registered or not) and all applications for any of the foregoing and all rights of confidence and Know-How however arising for their full term and any renewals and extensions.

**Prohibited Act:** means:

- (a) Offering, giving or agreeing to give to any of IACT’s employees or agents any gift or consideration of any kind as an inducement or reward for:
  - (i) Doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Agreement or any other contract with IACT; or
  - (ii) Showing or not showing favour or disfavour to any person in relation to this Agreement or any other contract with IACT;
- (b) entering into this Agreement or any other contract with IACT where a commission has been paid or has been agreed to be paid by you or on your behalf, or to your knowledge, unless before the relevant contract is entered into particulars of any such commission and of the terms and conditions of any such contract for the payment thereof have been disclosed in writing to IACT;
- (c) committing any offence:
  - (i) under the Bribery Act;
  - (ii) under legislation creating offences in respect of fraudulent acts; or
  - (iii) at common law in respect of fraudulent acts in relation to this Agreement or any other contract with IACT; or
- (d) defrauding or attempting to defraud or conspiring to defraud IACT.

**Project:** the project described in Schedule 1, the description of which incorporates the application form therein.

## **Interpretation:**

a reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;

any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and

a reference to **writing** or **written** includes emails.

## **1. THE GRANT AND GRANT PERIOD**

1.1 The Isle of Anglesey Charitable Trust (**IACT**) has approved to pay the Grant to you for the purposes set out in the **Project** for the Grant Period.

1.2 This Agreement sets out the terms and conditions on which the Grant is made by IACT to you.

## **2. WHAT YOU MUST USE THE FUNDING FOR**

2.1 You must use the Grant solely for the purposes set out in your application to IACT as detailed in Schedule 1. Any changes in the Project or the funding will require IACT's written consent in advance of implementing the change. Please note that we are not obliged to give our consent but all reasonable requests will be considered.

2.2 Should any part of the Grant remain unspent at the end of the Grant Period, you shall ensure that any unspent monies are returned to IACT or, if agreed in writing by the IACT, shall be entitled to retain the unspent monies to use for charitable purposes as agreed between the parties.

2.3 Any liabilities arising at the end of the Project including any redundancy liabilities for staff employed by the Recipient to deliver the Project must be managed and paid for by the Recipient There will be no additional funding available from the Funder for this purpose.

## **3. DURATION**

3.1 Except where otherwise specified, the terms of this Agreement shall apply from the date of this Agreement until the anniversary of expiry of the Grant Period, or for so long as any Grant monies remain unspent by you, whichever is longer.

Any obligations under this Agreement that remain unfulfilled following the expiry or termination of the Agreement shall survive such expiry or termination and continue in full force and effect until they have been fulfilled.

#### **4. HOW TO CLAIM THE FUNDING**

- 4.1 The funding can be claimed in quarterly instalments in arrears based on claims submitted in accordance with the timetable below:

<b>Year</b>	<b>Period of expenditure</b>	<b>To be claimed by</b>
<b>2016/17</b>	1.7.2016 – 30.9.2016	31.10.2016
	1.10.2016 – 31.12.2016	31.1.2017
	1.1.2017 – 31.3.2017	30.4.2017

- 4.2 You must submit your claim on the claim form as detailed in Schedule 2 to Carol Snowden at the address shown with evidence of your expenditure, including copies of invoices by the dates stipulated above.
- 4.3 No Grant shall be paid unless and until IACT is satisfied that such payment will be used for proper expenditure in the delivery of the Project.
- 4.4 The amount of the Grant shall not be increased in the event of any overspend in the delivery of the Project.
- 4.5 You agree and accept that payments of the Grant can only be made to the extent that IACT has available funds.
- 4.6 The Grant shall be paid into a separate bank account in your name which must be an ordinary business bank account. All cheques from the bank account must be signed by at least two of your individual representatives.
- 4.7 You shall not transfer any part of the Grant to bank accounts which are not ordinary business accounts within the clearing bank system, without IACT's prior written consent.
- 4.8 You shall promptly repay to IACT any money incorrectly paid to it either as a result of an administrative error or otherwise. This includes (without limitation) situations where either an incorrect sum of money has been paid or where Grant monies have been paid in error before all conditions attaching to the Grant have been complied with by you.
- 4.10 IACT We will aim to pay all valid claims as soon as possible and typically within 28 days.

## **5. ELIGIBLE EXPENDITURE**

5.1 The funding can support the following expenditure:

- Capital works;
- Capital equipment and fittings;
- Professional fees.
- Any revenue costs as agreed by IACT

5.2 You shall not use the Grant to:

- (a) Make any payment to members of your governing body; or
- (b) Pay for any of your expenditure commitments entered into before the Commencement Date,

unless this has been approved in writing by IACT.

## **6. TARGETS**

Your Targets are set out in the Contract Particulars. You will report your progress against these targets to IACT on an annual basis.

## **7. MONITORING**

- 7.1 You must maintain and provide us with such documents, information and reports as may be required from time to time in order for us to monitor your compliance with the conditions of the Grant, to include quarterly financial reports.
- 7.2 You must maintain clear accounting records identifying all expenditure in relation to the Project.
- 7.3 A monitoring visit will be carried out by Officers working on behalf of IACT at least once during the course of a financial year which will involve the inspection of financial and other records. The dates of visits will be agreed in advance at a mutually convenient time.
- 7.4 You shall provide IACT with a final report on completion of the Grant Period which shall confirm whether the Project has been successfully and properly completed.

## **8. ACCOUNTS AND RECORDS**

- 8.1 You must retain this letter and all original documents relating to the funding and expenditure for a period of 6 years from receipt of the final payment of the Grant. The Grant shall be shown in your account as a restricted fund and shall not be included under general funds.

You shall keep separate, accurate and up-to-date accounts and records of the receipt and expenditure of the Grant monies received by it for a period of 6 years from the end of the Grant Period.

- 8.2 You shall provide us with a copy of your annual accounts within six months (or such lesser period as we may reasonably require) of the end of the relevant financial year in respect of each year in which the Grant is paid.
- 8.3 You shall comply and facilitate IACT's compliance with all statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns applicable to itself and IACT.

## **9. PUBLICITY**

Recognition shall be given to the IACT support in any publicity produced as part of the project including websites, leaflets, social media and press releases.

## **10. PROCUREMENT**

You must buy all goods and services required for the project in a competitive and sustainable way so as to demonstrate that you have achieved best value for money.

## **11. WITHHOLDING, SUSPENDING AND REPAYMENT OF GRANT**

- 11.1 It is IACT's intention that the Grant will be paid to you in full. However, without prejudice to IACT's other rights and remedies, IACT may at its discretion withhold or suspend payment of the Grant and/or require repayment of all or part of the Grant if:
- a) you use the Grant for purposes other than those for which it has been awarded;
  - b) the delivery of the Project does not start within 6 months of the Commencement Date and you have failed to provide IACT with a reasonable explanation for the delay;
  - c) IACT considers that you have not made satisfactory progress with the delivery of the Project;
  - d) you are, in the reasonable opinion of IACT, delivering the Project in a negligent manner;
  - e) you obtain duplicate funding from a third party for the Project;

- f) you obtain funding from a third party which, in the reasonable opinion of IACT, undertakes activities that are likely to bring the reputation of the Project or IACT into disrepute;
- g) you provide IACT with any materially misleading or inaccurate information;
- h) you commit or committed a Prohibited Act;
- i) any of your members, employees or volunteers have (a) acted dishonestly or negligently at any time and directly or indirectly to the detriment of the Project or (b) taken any actions which, in IACT's reasonable opinion, bring or is likely to bring IACT's name or reputation into disrepute;
- j) you cease to operate for any reason, or you pass a resolution (or any court of competent jurisdiction makes an order) that it be wound up or dissolved (other than for the purpose of a bona fide and solvent reconstruction or amalgamation);
- k) you become insolvent, or are declared bankrupt, or you are placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors, or are unable to pay your debts as they fall due; or
- l) you fail to comply with any of the terms and conditions set out in this Agreement [and/or Development Agreement] and fail to rectify any such failure within 30 days of receiving written notice detailing the failure.

11.2 IACT may retain or set off any sums owed to it by you which have fallen due and payable against any sums due to you under this agreement or any other agreement pursuant to which you provide goods or services to IACT.

11.3 You shall make any payments due to IACT without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.

11.4 Should you be subject to financial or other difficulties which are capable of having a material impact on your effective delivery of the Project or compliance with this Agreement you will notify IACT as soon as possible so that, if possible, and without creating any legal obligation IACT will have an opportunity to provide assistance in resolving the problem or to take action to protect IACT and the Grant monies.

## **12. GENERAL OBLIGATIONS**

12.1 You must safeguard the funding against fraud generally and in particular fraud on the part of your management, employees and/or suppliers and notify us immediately if you have reason to suspect that any fraud has occurred or is occurring or is likely to occur.

12.2 You must comply with all applicable laws or regulations or official directives whether derived from domestic, EU or international law.

12.3 You must co-operate fully with the IACT and Officers of the Local Authority working on behalf of the IACT to monitor your use of the funding and your compliance with the conditions.

12.4 You must put in place adequate insurance cover against risks which may arise in connection with any property or activity undertaken in the delivery of the project. We reserve the right to require you to provide proof of your insurance.

### **13. EQUAL OPPORTUNITIES**

You must apply a policy of equal opportunities as employers, as users of volunteers, and as providers of services, regardless of age, race, gender/gender identification, religion and belief, sexual orientation or any disability.

### **14. WELSH LANGUAGE**

The project should operate fully bi-lingual policy in accordance with the Welsh Language Standards.

### **15. INTELLECTUAL PROPERTY RIGHTS**

15.1 IACT and you agree that all rights, title and interest in or to any information, data, reports, documents, procedures, forecasts, technology, know-how and any other Intellectual Property Rights whatsoever owned by either IACT or you before the Commencement Date or developed by either party during the Grant Period, shall remain the property of that party.

15.2 Where IACT has provided you with any of its Intellectual Property Rights for use in connection with the Project, you shall, on termination of this Agreement, cease to use such Intellectual Property Rights immediately and shall either return or destroy such Intellectual Property Rights as requested by IACT.

### **16. FREEDOM OF INFORMATION**

16.1 You acknowledge that IACT is subject to the requirements of the Freedom of Information Act 2000 (**FOIA**) and the Environmental Information Regulations 2004 (**EIRs**).

16.2 You shall:

- (a) provide all necessary assistance and cooperation as reasonably requested by IACT to enable IACT to comply with its obligations under the FOIA and EIRs;
- (b) transfer to IACT all requests for information relating to this agreement that it receives as soon as practicable and in any event within 2 working days of receipt;
- (c) provide IACT with a copy of all information belonging to IACT requested in the request for information which is in its possession or control in the form that IACT requires within 5 working days (or such other period as the

Funder may reasonably specify) of IACT's request for such information;  
and

- (d) not respond directly to a request for information unless authorised in writing to do so by IACT.

16.3 You acknowledges that IACT may be required under the FOIA and EIRs to disclose information without consulting or obtaining consent from you

**17. DATA PROTECTION**

You shall (and shall procure that any of your staff involved in connection with the activities under the Agreement shall) comply with any notification requirements under the Data Protection Act 1998 (**DPA**).

**18. ANTI-DISCRIMINATION**

18.1 You shall not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation, age or otherwise) in employment.

18.2 You shall take all reasonable steps to secure the observance of clause 13.1 by all of your servants, employees or agents and all suppliers and sub-contractors engaged on the Project.

**19. HUMAN RIGHTS**

19.1 You shall (and shall use your reasonable endeavours to procure that your staff shall) at all times comply with the provisions of the Human Rights Act 1998 in the performance of this Agreement as if you were a public body (as defined in the Human Rights Act 1998).

19.2 You shall undertake, or refrain from undertaking, such acts as IACT requests so as to enable IACT to comply with its obligations under the Human Rights Act 1998.

**20. LIMITATION OF LIABILITY**

20.1 IACT accepts no liability for any consequences, whether direct or indirect, that may come about from you running the Project, the use of the Grant or from withdrawal of the Grant. You shall indemnify and hold IACT, its employees, agents, officers or sub-contractors harmless with respect to all claims, demands, actions, costs, expenses, losses, damages and all other liabilities arising from or incurred by reason of your actions and/or omissions in relation to the Project, the non-fulfilment of your obligations under this Agreement or its obligations to third parties.

20.2 IACT's liability under this Agreement is limited to the payment of the Grant.



**21. WARRANTIES**

You warrant, undertake and agree that:

- (a) you have all necessary resources and expertise to deliver the Project (assuming due receipt of the Grant);
- (b) you have not committed, nor shall commit, any Prohibited Act;
- (c) you shall at all times comply with all relevant legislation and all applicable codes of practice and other similar codes or recommendations, and shall notify IACT immediately of any significant departure from such legislation, codes or recommendations;
- (d) you shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to employees and other persons working on the Project;
- (e) you have and shall keep in place adequate procedures for dealing with any conflicts of interest;
- (f) you have and shall keep in place systems to deal with the prevention of fraud and/or administrative malfunction;
- (g) all financial and other information concerning you which has been disclosed to IACT is to the best of your knowledge and belief, true and accurate;
- (h) you are not subject to any contractual or other restriction imposed by your own or any other organisation's rules or regulations or otherwise which may prevent or materially impede you from meeting your obligations in connection with the Grant;
- (i) you are not aware of anything in your own affairs, which has not disclosed to IACT or any of IACT's advisers, which might reasonably have influenced the decision of IACT to make the Grant on the terms contained in this Agreement; and
- (j) since the date of its last accounts there has been no material change in your financial position or prospects.

**Schedule 1**

**The Purpose and Application Form**

**[PLEASE INSERT PROJECT DETAILS HERE]**

**[PLEASE ENSURE THAT THE RECIPIENT'S APPLICATION FORM IS  
ATTACHED HEREIN]**

**Schedule 2**

**Isle of Anglesey Charitable Trust Claim Form**

**Post with copies of invoices to: xxxxxxxxx, Council Offices, Llangefni, LL77 7TW.**

Name of Project		
Claimant (organisation)		
Claim Period		Claim Number
Contact for any queries		
Project Cost	Total Cost	£
	Total spend to date	£
	Amount Approved (as per offer letter)	
	Amount Previously claimed	£
	Amount now claimed	£
	Balance to be claimed	£
<i>I hereby make application on behalf of the grantee for payment of the grant now claimed from the Isle of Anglesey Charitable Trust. I certify that the approved specifications and cost of the project comply with the Grant Offer letter (and if appropriate to any subsequent agreed variations to the Offer Letter) and that no other grants have been or will be payable from any other source towards the expenditure on which grant is now claimed.</i>		
Signed by claimant		
Position within the organisation		
Date		



The invoice schedule should be supported by copies of invoices. Payroll costs do not have to be submitted and will be checked during Monitoring Visits.