



Conditions of award - Rapid Response Fund

This document sets out the conditions that apply to Sheila Coates Foundation's award to [organisation name] to fund practical, immediate solutions to the issues facing autistic young people.

In order to progress your award we require confirmation of your acceptance of these conditions and ask that your Headteacher / Principal signs this document and this is returned to us.

The award

Purpose and changes

The award may only be used for the activity as described in your application. If you wish to propose any significant changes to the activity, before you make changes you must notify us by email to enquire@sheilacoates.foundation detailing the proposed changes, the reasons and any financial impact. Our response will be guided by the impact of the changes on what you originally hoped to achieve.

The Sheila Coates Foundation rapid response fund was created to provide support for autistic young people of secondary age up to 19. If your organisation also takes pupils below this age, or students above this age, we ask you to accommodate this when you plan your activities or project so that the core age group remains your main focus.

Reporting

We require minimal reporting from you about your activity. This will be a brief and simple statement at the end of the funding period to let us know how things went. We need this to enable us to understand how our charitable funds are being spent.

You must notify us if your organisation faces any serious issues including financial or governance matters, or any safeguarding issue with your organisation and/or your organisation's staff. Should your organisation experience safeguarding, financial or other difficulties that may impact on the effective delivery of the project, we should be notified immediately.

Communications

SCF is keen to communicate the nature and impact of our work. We reserve the right to use the

name of your school/college/provision and the activity we are funding when we talk about our work. This may be on our website, in any newsletters or articles we write. This may also involve you taking part in local or national media case studies.

We encourage you to communicate information about the funded activity within your organisation and externally. When doing so, we expect the contribution of SCF to be acknowledged using the SCF logo (which we will supply on request) and that you keep us informed.

Intellectual property

Ownership of intellectual property rights

Unless otherwise agreed, your organisation and Sheila Coates Foundation remain owners of their respective intellectual property rights that existed before the start of the activity and that have been developed by either party as a result of the funds awarded.

Where Sheila Coates Foundation has provided you with its logos or other intellectual property in connection with this grant, you will cease to use such intellectual property immediately upon termination of this agreement or expiry of the funded project, and shall return or destroy them as requested by Sheila Coates Foundation.

Commercial rights

You must notify us if use of the award results in intellectual property rights that may have significant commercial value. In such a case, those intellectual property rights will be jointly owned by your organisation and Sheila Coates Foundation unless agreed otherwise. A written agreement will specify their use.

Finances

Payment

The award will be for the sum you requested in your application, and will not be increased due to any overspend in delivering the activity.

Before we can make the payment we will ask for your organisation's bank account details. We need this information to be provided on your organisation's letterhead, signed by the Headteacher / Principal in the format of the example letter at Appendix 1 of this document.

We aim to be able to arrange payment to you within 10 working days when we have received: a signed copy of these conditions of award and the school's bank details, **and** your baseline data from completing the required SCF impact measures.

We may require repayment of all or part of the award if the project is delayed, significantly

affected by safeguarding, financial or governance issues, or if the award is used for purposes other than those for which it was granted.

Unspent funds

Unspent funds may not be used without our prior written approval. If you have unspent funds, you may put forward your proposal for how to use them. Whenever we can, we will be sympathetic to applications for unspent funds to be used for purposes that are consistent with the overall aims of the original activity. However, we reserve the right to reclaim those funds.

Record keeping

You must keep records of all financial transactions recording how the award has been spent and make these available to us if we request them. Your controls must ensure that the funds are used only in accordance with this agreement. Records should be kept for a minimum of six years from the date of the grant.

Capital items and equipment

Capital items, including equipment, purchased from this award are to be used predominantly for the activity described in your application. If you wish to sell or dispose of them, other than when they need to be replaced, or change their use you must seek our prior approval.

Other funding

You may not apply for funding from another source which duplicates SCF funding without our prior written consent.

Termination or suspension

If the conditions of this agreement are not met, we will work with you to try to resolve the issue. If we are not able to find a satisfactory resolution, Sheila Coates Foundation reserves the right to request reimbursement of the funds we have paid to you. We will give you our reasons for that decision.

Partnering

If you are partnering with another organisation to deliver this activity, you must make them aware of the conditions of this agreement and notify them of the requirement for them to comply where applicable. Please notify us of any organisation with which you are partnering.

Liability and indemnity

Sheila Coates Foundation accepts no liability arising out of your organisation's use of the award and your running of the activity, or from a delayed payment to you.

Your organisation indemnifies Sheila Coates Foundation with respect to all liabilities arising from your organisation’s actions or omissions in respect of the funded activity, non-fulfilment of any obligations under this agreement or obligations to third parties.

Governing Law

This agreement shall be governed by and construed in accordance with the law of England and the parties irrevocably submit to the exclusive jurisdiction of the English courts.

Acceptance of conditions

On behalf of our organisation I confirm my understanding and acceptance of these conditions relating to an award from Sheila Coates Foundation. I confirm that I am authorised to sign on behalf of the organisation.

Headteacher/Principal’s signature.....

Name of Headteacher/Principal

Name of organisation

Date

Example letter providing your bank account details

This is an example letter showing bank information we require from you in order for us to make payment.

Please note it is important that this information is signed by the Headteacher / Principal.

Organisation letterhead

Organisation name and address

Date

Dear Sheila Coates Foundation

Please accept this letter as confirmation of the bank account held by [Organisation name] with [bank name].

Sort Code:

Account Number:

Account Name (as shown on bank statements):

It is this account into which we would like payment of the award to be made by Sheila Coates Foundation.

Yours faithfully

Headteacher / Principal
Job Title