

Clawback clause

This clause is a legally binding provision that enables public bodies to demand repayment of a grant paid in error or if the stipulated use of the grant has been breached. The following wording (or wording of equivalent meaning) shall be included by the UKCF Partners within their application forms/terms and conditions:

1) An Event of Default occurs if:

a) You fail to comply with any term or condition of this Grant Agreement;

b) 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;

c) 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;

d) You fail to take adequate measures to investigate and resolve any reported Financial Irregularity;

e) 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;

f) before the end of the Funding Period You:

i) 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;

ii) pass a resolution to wind up Your business;

iii) make any composition, arrangement, conveyance or assignment for the benefit of Your creditors, or purport to do the same; or

iv) are subject to the appointment of a receiver, administrator or liquidator; or

v) are unable to pay Your debts as they fall due;

g) You receive funding from any other source for the Eligible Expenditure which is funded by the Grant;

h) You are involved in illegal activity in Your administration of the Project;

i) You take any actions which in Our reasonable opinion are likely to bring Our name or reputation, or that of the wider government, into disrepute, or which pose a risk to public money; or

j) You are otherwise in material breach of this Grant Agreement.

2) If an Event of Default occurs, We may, at Our discretion:

a) suspend and withhold the payment of Grant for such period as We may determine;

b) 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

c) 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.

Duplication clause

This clause is to protect against organisations receiving funding for the same activities from multiple sources. The following wording (or wording of equivalent meaning) shall be included by the UKCF Partners within their application forms/terms and conditions:

Definitions and Interpretation

Duplicate Funding means funding provided by a Third Party to the GrantRecipient, which is for the same purpose for which the Grant was made, but has notbeen declared to the Grant Maker.

Payment of Grant

- The Grant Recipient agrees that it will not apply for, or obtain, Duplicate Funding in respect of any part of the Funded Activities which have been paid for in full using the Grant.
- The Grant Recipient shall promptly notify and repay immediately to the Grant Maker any money incorrectly paid to it either as a result of an administrative error or otherwise. This includes (without limitation) situations where the Grant Recipient is paid inerror before it has complied with its obligations under the Grant Funding Agreement. Any sum, which falls due under this paragraph, shall fall due immediately. If the Grant Recipient fails to repay the due sum immediately [or within any other timeframe specified by the Grant Maker] the sum will be recoverable summarily as a civil debt.

Fraud clause

This clause sets out the obligations of an applicant and what might happen if an applicant provides false or misleading information. The following wording (or wording of equivalent meaning) shall be included by the UKCF Partners within their application forms/terms and conditions: The Applicant/Grant Recipient[delete as appropriate] understands that providing false or misleading information on their application or subsequent communications related to this fund 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 will be completed to discover and recover fraudulent funds.