|  |  |
| --- | --- |
| Grant Agreement Document  **Between The British Red Cross Society and [Partner name]** | |
| Project Name | Click here to enter text. |
| Project Start Date | Click here to enter text. |
| Project End Date | Click here to enter text. |
| Project Summary | Click here to enter text. |
| IGA Number | Click here to enter text. |
| Reason for Grant | Click here to enter text. |

**THIS BOX TO BE DELETED BEFORE SENDING TO THE PARTNER**

***Note to BRC staff*: No changes or additions are to be made to the clauses in this Grant Agreement Document, except those requesting additional specific project conditions. If changes are being contemplated then they need to be discussed with Head of International Finance or Head of Performance & Accountability in advance.**

Dear X,

We are pleased to inform you that a grant for the above project (“the Project”) has been approved.

The details and conditions of this grant are explained below. Please carefully review these before returning a signed copy of this document to the British Red Cross Society (“BRC”). Payments under this agreement may be delayed until a signed copy has been received.

This Grant Agreement Document (“GAD”) between the BRC and [Partner name] (“the Grant Recipient”), whilst a non-contractual business arrangement, acknowledges the goodwill between the participants. It relies upon a spirit of co-operation for its implementation to achieve mutual benefit by treating the terms as if legally binding. The BRC and the Grant Recipient together will be referred to as “the Partners”.

Any correspondence with the BRC related to this grant must include the above internal grant agreement (“IGA”) number.

|  |  |
| --- | --- |
| Total Grant Amount | [xxx in grant currency] |
| Grant Currency | Click here to enter text. |
| Grant End date | dd/mm/yyyy |
| Grant Start date | dd/mm/yyyy |

The receipt of funds form is attached in Annex 1. The agreed project budget in the grant currency is attached as Annex 2 and the project proposal as Annex 3. Annex 2 and 3 form an integral part of this GAD.

Failure to meet any of the grant conditions may result in a delay in any grant payments.

Please contact XXX if you need any further information on any aspect of this document.

Yours sincerely,

[PM]

Date

|  |
| --- |
| Section A: Grant Conditions |

1. Grant Conditions
   1. The provisions of this GAD can only be amended with the mutual written agreement of the Partners.
   2. These funds must only be used for the purpose approved in this GAD. Any substantial change in the nature of the Project as described in the project-documentation found in Annex 2 and 3 (e.g. period of project implementation, focus of project activities, or cost of project), or any other external information that becomes known to the Grant Recipient that may materially affect the outcome of the Project must be communicated in writing to the BRC at the earliest opportunity.
   3. Continuation of the project will be dependent on satisfactory progress being achieved against agreed milestones, based on financial reporting and narrative reporting as part of the review process as set out in Clause 3. Factors which may inhibit progress but fall outside of the Grant Recipient’s direct control will be taken into account when agreeing the continuation of the Project.
   4. *[This clause to be deleted if a Due Diligence Review has yet to be completed]* This grant has followed the Grant Recipient completing the Due Diligence Review by the BRC. The BRC reserves the right to conduct any follow-up review(s) during the Project. If the Due Diligence Review or any follow-up assessment(s) identify any material problems which are likely to impact on the success of the Project, the Grant Recipient agrees to proactively address these. The BRC reserves the right to suspend any funding to the Grant Recipient under this GAD should these issues not be addressed sufficiently.
   5. The BRC reserves the right to conduct monitoring visits during the Project to assess progress and provide support, if the security situation permits and in coordination with the Grant Recipient. Where scheduled monitoring visits are planned the timetable is included at the end of Clause 2.
   6. The grant has been approved for the time period stated on page 1 of this GAD. If the Grant Recipient requires an extension of this period, it must negotiate any such extension with the BRC at least 3 months prior to the Grant End date.
   7. If any changes, problems or delays occur which could significantly impair the Project, including those relating to financial or administrative matters, the Partners will consult each other at the earliest opportunity.
   8. If a Partner decides to terminate this GAD earlier than the stipulated End Date, they must serve formal written notice to the other Partner 3 months in advance, with an explanation for the termination. This notice period will allow for a process of consultation and, if necessary, conciliation to be initiated to safeguard the future of the Projects and activities. All remaining funds, other than those committed in good faith to finalise activities, will be returned to the BRC’s bank account. In case of an early termination of the GAD, the Grant recipient shall still comply with the Reporting Conditions, as set out in Section 3, through to the actual termination.
   9. In the event of any dispute between the Partners arising out of or in connection with this GAD, including any question regarding its existence, validity or termination, the Partners shall first endeavour to settle the dispute amicably between themselves. If the Partners are unable to settle the dispute between themselves within 30 days of the dispute arising, it shall be submitted to mediation by a neutral party selected by the Partners or, if they are unable to agree, selected by the Compliance and Mediation Committee (“CMC”) of the International Federation of Red Cross and Red Crescent Societies (“IFRC”).
   10. The BRC may submit the Project for co-funding with other donors, subject to consultation with the Grant Recipient. This may result in some additional reporting requirements which will be discussed and agreed upon by the BRC and the Grant Recipient before such co-funding is accepted.
2. Financial Conditions
   1. The BRC reserves the right to request adequate supporting documentation to verify expenditure carried out under the grant. This may include bank statements, employment contracts/payroll, purchase invoices, supplier/service contracts, waybills, distribution records, proofs of tendering/bidding process if applicable. Relevant documents must be retained and properly stored by the Partners for a total of 7 years from the date of transaction.
   2. The BRC reserves the right to carry out a project audit on the Project during the project period and for 7 years from the Grant End Date. Where scheduled project audits are planned the timetable is included at the end of this Section.
   3. The Grant Recipient must maintain an appropriate financial system to enable it to be accountable for the use of the funds, and to keep a record of any loss, misapplication or misuse (as described in Section 9) of funds. If such an event occurs with funds or resources originating from the BRC under this GAD, a prompt and full report must be produced and shared with the BRC.
   4. The Grant Recipient will use interest earned on funds received for this grant for the purposes of this grant only. [If different terms have been agreed, amend this clause accordingly.]
   5. The Grant Recipient agrees to adopt appropriate measures to manage the effects of potential currency fluctuations on the funds and to communicate these to the BRC. The Grant Recipient agrees to notify the BRC of any substantial gains or losses that occur as a result of such currency fluctuations. The BRC will communicate how such gains or losses must be treated.
   6. The Grant Recipient agrees to investigate whether hedging is an appropriate tool for minimising potential losses caused by currency fluctuations.
   7. The Grant Recipient must ensure that the grant is clearly identifiable in their annual audited financial statements. [If different terms have been agreed, amend this clause accordingly.]
   8. [Insert any project specific conditions here]
3. Reporting Conditions
   1. All financial reports should be drawn directly from the Grant Recipient’s financial system so that there is a clear audit trail from their financial system to the submitted financial report.
   2. All financial reports should be stated in the grant currency stated on page 1. Where grant currency differs to local currency the report should show the costs in local currency and the exchange rates used to convert to the grant currency.
   3. The Grant Recipient is expected to highlight to the BRC any budget line (as shown in attached project budget) variances of more than 10% (either below or above predicted expenditure) and explain the causes of the variance and any potential or necessary amendments to the project as a result.
   4. [Insert any project specific requirements here, including donor reporting requirements]

Reporting Timetable:

|  |  |
| --- | --- |
| Due date | Narrative and Financial |
|  | [expectation, every six months minimum] |
|  |  |
|  |  |
|  |  |

1. Receipt of Funds
   1. After the signed GAD is received by the BRC, the first scheduled payment will be made, as detailed in Section C.
   2. Whenever the BRC makes a payment to the Grant Recipient under GAD, the BRC will send a notification advising that a payment has been made.
   3. On receipt of the funds the Grant Recipient will acknowledge safe receipt of funds through e-mail, using the receipt of funds confirmation form attached in Annex 1.
   4. Failure to confirm receipt of funds on time may affect future grant payments.
2. Procurement
   1. Where applicable, the Grant Recipient must ensure that any procurement using these grant funds meets the obligatory procedures defined by the donor. If this is applicable it will be stated below in Clause 5.9.
   2. The Grant Recipient must follow BRC / their own / IFRC / another relevant PNS [Log Co to delete/define as appropriate] procurement procedures and thresholds, for all procurement carried out using these grant funds.
   3. Where there is a requirement to sub-contract procurement to local partners, the Grant Recipient must ensure such procurement is conducted in line with the Grant Recipient’s own procedures and thresholds
   4. BRC reserves the right to request and review any single procurement carried out by the Grant Recipient using funds received under this Grant. This applies to direct procurement carried out by the Grant Recipient as well as procurement by any sub-contracted parties.
   5. Any single procurement carried out by the Grant Recipient with a value above £25,000 (GBP) [Log Co to adjust as appropriate] must be sent to the Head Office of the BRC in the UK for approval at the Competitive Bid Analysis (“CBA”) stage (before any contract is signed).
   6. The BRC reserves the right to review, against agreed procedures, any of the Grant Recipient’s procurement files related to the Project.
   7. Any single procurement carried out by the Grant Recipient with a value above £50,000 (GBP) must be sent to Head Office of the BRC in the UK for approval before the tender is advertised and again at CBA stage. BRC must be consulted as part of the tender evaluation.
   8. Procurements below £25,000 (GBP) but above £5,000 (GPB) [Log Co to adjust dependent on the finding of BRC’s Due Diligence Review of the Grant Recipient] must be undertaken by a Grant Recipient delegated procurement lead. The technical procurement competences of delegated procurement leads will be assessed and validated by the Logistics Team based at the Head Office of the BRC.
   9. [*Log Co to insert any project specific procurement requirements here*]
3. Asset Management
   1. The Grant Recipient agrees to establish and maintain an inventory of all items purchased with grant funds that meet any of the following criteria:
4. Purchase price is over £1,000 (GBP) or equivalent in local currency;
5. Is a group of lower value items (e.g. pharmaceutical products, food, relief packs, etc.) where the combined value is in excess of £1,000 (GBP) or equivalent in local currency;
6. Has a useful life of more than 2 years; or
7. Can be considered an attractive item regardless of cost (i.e. mobile phone, camera, laptop, tablet etc.).
   1. An up-to-date inventory list must be submitted to the BRC every 6 months and at the end of the Project alongside the financial report submitted that quarter. The inventory of all Project assets should include asset item number, serial number, date of purchase, donor, description (make and model), purchase value (in GBP), location of the asset, responsible person, anticipated years of life, disposal date, reason for disposal and details of the physical check (date and responsible person).
   2. The Grant Recipient must conduct a physical check of all assets on an annual basis.
   3. The Grant Recipient will be accountable to the BRC for the appropriate use and control of project assets, in line with project objectives. Ultimate ownership of project assets will remain with the BRC and any ownership transfer, after project completion, will be decided in writing by all participants and must be duly authorised by the BRC.
   4. All stocks procured for the Project should be tracked and any unused balances reported on at the end of the Project.
8. Prevention of Sexual Exploitation, Abuse and Harassment
   1. The Partners agree they will take all necessary measures to prevent, stop and, if proven, take action against any sexual exploitation, abuse and harassment.
   2. The Grant Recipient shall investigate and, following fair and proper procedures, take immediate action if they have reasonable grounds to believe that any staff or volunteers, or any of their activities funded by this GAD may be in breach of clause 7.1.
   3. The Grant Recipient agrees to inform the BRC as soon as practicably possible if they reasonably suspect that any instances or occurrences of sexual exploitation, abuse or harassment may have occurred in relation to the Project.
   4. Should a staff member or volunteer directly involved in the Project be reasonably suspected of being associated with, or engaged in, sexual exploitation, abuse or harassment, the BRC shall be entitled to suspend funding so long as the said staff member or volunteer remains involved in the Project and said reasonable suspicion continues.
   5. The Grant Recipient understands the obligation for the BRC to report such instances to the UK Charities Commission and any donors funding this GAD. These reports will be subject to (a) the BRC’s legal and policy frameworks, including the relevant rules and procedures with respect to confidentiality, information disclosure, and data protection; and (b) the principles of due process and fairness for its staff members and, where relevant, third parties.
9. Publication of grant related materials
   1. The BRC may use information related to the project for fundraising and communications purposes after consultation and agreement with the Grant Recipient.
   2. The Partners both have the right to electronically publish – using the International Aid Transparency Initiative (“IATI”; <http://iatistandard.org/>) data standard – details of this grant and related payments. The data fields that are published will be in accordance with the Partner's IATI Implementation Schedule.
   3. With the exception of IATI data, neither Partner will publish information related to, or their signature of, this GAD, without the prior written agreement of the other Partner. The text of any such agreed publication and details of the proposed medium or transmission service must be approved in advance by both Partners.
10. Fraud, Bribery, Corruption, Money Laundering, and Terrorist-Financing:
    1. The BRC has a zero tolerance policy towards fraud, bribery, corruption, money laundering and terrorist-financing and is determined to prevent, and where this is not possible, to detect such acts. The Grant Recipient agrees to adopt the measures set out in clauses 9.2 to 9.6 below to support this approach and shares the commitment of the BRC to maintaining a culture where such acts are unacceptable.
    2. The Grant Recipient agrees to share the Fraud, Bribery and Corruption Policy of the BRC with both its (senior) management and those staff members (and volunteers) who will work on the Project, and ensure that this Policy is understood by them. If necessary for this purpose, the BRC can provide training to the Grant Recipient on preventing and detecting fraud, bribery, corruption, money laundering and terrorist-financing. The definitions and understanding of fraud, bribery, corruption, money laundering and terrorist-financing found in this Policy will apply to the use of these terms in this GAD.
    3. The Grant Recipient agrees to ensure that it has in place effective procedures for suspicions of fraud, bribery, corruption, money laundering or terrorist financing to be reported, investigated and, if proven, to be acted upon using appropriate disciplinary actions, including the pressing of civil or criminal charges.
    4. The Grant Recipient agrees to report to the BRC as soon as possible any reasonable suspicions and actual or attempted acts of fraud, bribery, corruption, money laundering or terrorist-financing by its staff or volunteers working on the Project.
    5. If an act of fraud, bribery, corruption, money laundering or terrorist-financing is identified, the Grant Recipient agrees to evaluate its control mechanisms for the respective acts. If such evaluations identify weaknesses in its control mechanisms, the Grant Recipient to agrees address these with immediate effect to prevent similar occurrences. If such acts have involved staff or volunteers working on the Project, the Grant Recipient agrees to share such evaluations and any responsive actions taken with the BRC.
    6. The Grant Recipient agrees to deploy all efforts to ensure that funds provided under this GAD are used in accordance with the Fundamental Principles of the International Red Cross and Red Crescent Movement for humanitarian purposes only, and are not intended to be used to provide support to individuals and entities associated with terrorism.
    7. The BRC reserves the right to suspend any funding to the Grant Recipient under this GAD should any staff or volunteer of the Grant Recipient working on the Project be reasonably suspected of being associated with or engaged in acts of fraud, bribery, corruption, money laundering or terrorist-financing, as long as said staff member or volunteer remains involved in the Project.
    8. The Partners agree to share the risk of financial damage due to the occurrence of fraud, bribery, corruption, money laundering or terrorist-financing. The liability for such damage shall be determined by what reasonably falls within the control of each Partner. If such damage occurs due to the failure of the Grant Recipient to follow its own internal policies, guidelines or written procedures, the Grant Recipient shall be fully liable.
    9. The Grant Recipient agrees that if, following the use of the effective procedures mentioned in clause 9.3 in response to an act of fraud, bribery, corruption, money laundering or terrorist financing, it recovers any funds that were provided under this GAD such funds shall be refunded to the BRC. Any such refund shall be made in accordance with the best estimate and recommendation of an independent investigation or as agreed between the Grant Recipient and the BRC.
11. Data protection

10.1. The BRC is committed to protecting personal data that might be collected, transferred or otherwise processed by the Partners in relation to the project that this grant is funding and to using reasonable efforts to determine that the Grant Recipient is able to satisfy its obligations under these clauses.

*Data Responsibility:*

10.2. The Grant Recipient shall implement appropriate technical and organisational measures to protect personal data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. They shall ensure that these measures are appropriate, taking into account the harm which might result from any unauthorised or unlawful processing, accidental loss, destruction or damage to the personal data and having regard to the nature of the personal data which is to be protected.

10.3. The Grant Recipient shall take all reasonable steps to ensure the reliability and integrity of any of its staff and volunteers who have access to personal data and ensure that they:

a) are aware of and comply with their data protection duties under this clause, the Code of Conduct on Data Protection for the Family Links Network when relevant, and any applicable domestic legislation;

b) are informed of the confidential nature of the personal data and do not publish, disclose or divulge any of the personal data to any third party unless directed in writing to do so by the Grant Recipient or as otherwise permitted under the applicable law; and

c) have undergone adequate data protection training in the use, care, protection and handling of personal data.

10.4. The Grant Recipient shall identify a contact person within the organization authorised to respond to enquiries concerning processing of personal data, and will cooperate in good faith with the data subject and the relevant authority concerning all such enquiries within a reasonable time.

*Data Transfers:*

10.5. The Grant Recipient shall not transfer personal data outside of the organisation without putting in place adequate protection.

10.6. The Grant Recipient shall not transfer or disclose personal data to a third party to process on its behalf unless and until it has entered into a written agreement with such third party containing provisions equivalent to these clauses.

10.7. Where the Grant Recipient transfers personal data and/or sensitive data to the BRC, the Grant Recipient will ensure it has received all necessary consents from the data subject to process and share any such personal data and/or sensitive data, or identified another of the applicable legal basis for data transfers.

10.8. Where possible, the Grant Recipient shall anonymise or pseudonymise the personal data prior to providing it to the BRC. The BRC may carry out research on the data, subject to the requirements of this GAD and the General Data Protection Regulations.

*Right of BRC Audit:*

10.9. The Grant Recipient shall allow for audits of its data processing activity related to the project that this grant is funding by the BRC or BRC’s designated auditor, subject to the following:

a) the BRC may perform such audits once per year or more frequently if required by the law as applicable to the BRC;

b) the BRC may use a third party to perform the audit on its behalf, provided the third party is mutually agreed by the Partners and executes a confidentiality agreement acceptable to the Grant Recipient before the audit; and

c) audits must be conducted during regular business hours, subject to Grant Recipient’s policies, and may not unreasonably interfere with Grant Recipient’s business activities.

1. Confidentiality (if required, otherwise delete)
   1. The Partners agree to keep the terms of this GAD and any related documentation confidential, and will take all necessary action to ensure that all persons associated with the GAD, whether employees, volunteers, agents or consultants, likewise keep confidential any information regarding the business of this GAD or either of the Partners.
   2. The provisions of clause 11.1 do not apply where the Partners are obliged to provide such information to other organisations, for example to meet donor reporting requirements.
2. Use of the BRC Logo
   1. The Grant Recipient will seek prior written approval from the BRC before it uses the BRC corporate-logo or name only-logo on any items or materials, or in digital form.
3. Specific Grant conditions (optional: delete if not needed)

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| Section B: Complaints Process |

The BRC welcomes feedback and constructive comments on our performance against the commitments we have made in this document.

If you wish to complain formally that we have not met our requirements then please use one of the mechanisms below:

> **Verbally** through BRC staff member during a visit, review or telephone conversation.

> **Email** our confidential inbox [internationalcomplaints@redcross.org.uk](mailto:internationalcomplaints@redcross.org.uk)

> **Website** [www.redcross.org.uk/en/About-us/Contact-and-help/Contact-us](http://www.redcross.org.uk/en/About-us/Contact-and-help/Contact-us)

> **Write** to British Red Cross – International, 44 Moorfields, London EC2Y 9AL

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| --- |
| Section C: Payment Information |

Payments are currently scheduled as follows:

|  |  |  |  |
| --- | --- | --- | --- |
| Payment Number | Payment amount (grant currency) | Planned Payment Date | Reporting or progress requirements before payment |
| 1 |  |  |  |
| 2 |  |  |  |
| 3 |  |  |  |
| 4 |  |  |  |
|  |  |  |  |

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| --- |
| Section D: Confirm Bank Details |

The below box shows the bank details we have listed for your organisation. We will use these details to make all future payments related to this grant unless otherwise notified by you. If the details listed below are correct, make no changes to the table below, however if there are any errors please enter any corrections into the right hand box and we will update our records.

| Description | Current information held by BRC | Correction if necessary |
| --- | --- | --- |
| Account name | Click here to enter text. |  |
| Account number | Click here to enter text. |  |
| IBAN | Click here to enter text. |  |
| SWIFT/BIC Code | Click here to enter text. |  |
| Bank Name | Click here to enter text. |  |
| Bank Address | Click here to enter text. |  |
| (if correspondent bank details are used) | | |
| Correspondent Bank Account Name | Click here to enter text. |  |
| Correspondent Bank Account Number | Click here to enter text. |  |
| Correspondent Bank SWIFT/BIC Code | Click here to enter text. |  |
| Correspondent Bank Name | Click here to enter text. |  |
| Correspondent Bank Address | Click here to enter text. |  |

Please sign below to confirm acceptance of the terms and conditions in the GAD.

For [insert full name of Grant Recipient organisation]

|  |  |
| --- | --- |
| Partner Signature |  |
| Printed Name |  |
| Position |  |
| Date |  |

For The British Red Cross Society

|  |  |
| --- | --- |
| BRC Signature | Click here to enter text. |
| Printed Name | Click here to enter text. |
| Position | Click here to enter text. |
| Date | Click here to enter text. |

Annex 1: Receipt of Funds Confirmation Form

|  |  |
| --- | --- |
| Project Name |  |
| IGA Number |  |
| Grant Name |  |
| Grant Start Date |  |
| Grant End Date |  |
| Date Payment Received |  |
| Amount Received |  |
| Currency |  |
| Receipt confirmed by | |
| Name |  |
| Position |  |
| Date |  |

This is to be filled in by the grant recipient and returned to BRC via email. It does not need to be printed and scanned, but must come from the official BRC email address of the individual who is confirming receipt of the grant.

Annex 2: Project Budget

[insert here]

Annex 3: Project Proposal

[insert here]