

# Standard terms and conditions for recipients of grants from the Rapid Response Fund

**This document is important. It sets out the terms and conditions of our grant offer to you. This is a legal document and you should ensure that you fully understand your responsibilities before applying for and accepting a grant from us.**

These terms and conditions apply to grants made from the Rapid Response Fund. These standard terms and conditions will be sent to you with your offer letter and apply to all grant offers dated from 1st October 2016.

If you have any general questions about this document, please contact [rapidresponsefund@aidsalliance.org](mailto:rapidresponsefund@aidsalliance.org)

## 1. Definitions

- 1.1. 'You' means the organisation that we have given a grant to.
- 1.2. 'We', 'us' and 'our' means the International HIV/AIDS Alliance ('the Alliance') and includes our employees and those acting for us.
- 1.3. 'Application' – any information you send us in your application to support your request for funding, as set out in your application form, together with any supporting documents that you may have provided;
- 1.4. The 'Intervention' means the activities that we have agreed to give you a grant for, as outlined in your Offer Letter.
- 1.5. 'Offer Letter' – the letter which the Alliance will send to you informing you of the approval of your application. The letter will set out any amendments that we have requested you make to your initial application, and any additional conditions attached to you receiving the funds you have requested;
- 1.6. The 'Grant Agreement' includes and incorporates:
  - 1.6.1. these standard terms and conditions;
  - 1.6.2. the 'Offer Letter'; and
  - 1.6.3. your Application.

## 2. The Grant

- 2.1. The amount of the grant is set out in the Offer Letter. We are not able to increase the amount of the grant. The amount of the grant may be different to the amount that you applied for.
- 2.2. The Grant Agreement will come into force on the date specified in the Offer Letter, subject to you confirming receipt of the Offer Letter and agreement to the terms of the Grant Agreement.
- 2.3. If you decline to accept our offer, it will become void, and we will either reject your application for funding, or, subject to negotiation, issue a new Offer Letter.
- 2.4. The Grant must only be used for the final agreed Intervention.
- 2.5. You must tell us promptly about any changes to information you have given us, including any changes to your bank or building society details.
- 2.6. You must not use the Grant to pay for any spending commitments you have made before the date of the Grant Agreement.
- 2.7. You must hold any unused part of the grant on trust for us at all times.
- 2.8. You must tell us if you receive any other funding for the Intervention from any other source (including any of the donors stated in your application) at any time during the Intervention. If this means that you no longer need the funding from us, you must pay the Grant back to us immediately upon demand from us.
- 2.9. If you spend less than the whole Grant on the Intervention, you must inform us. You must either return the unspent amount to us promptly, or negotiate with us for alternative uses for the funds.

## 3. The Intervention

- 3.1. If any changes to the Intervention are needed, you should tell us as quickly as possible.
- 3.2. You must tell us as quickly as possible if anything threatens to restrict or delay the Intervention.

## 4. Disbursement of the Grant

- 4.1. We will not be able to issue funds until we have received confirmation of your receipt of the Offer Letter and agreement to the terms of the Grant Agreement.
- 4.2. Following confirmation of your receipt of the Offer Letter and agreement to the terms of the Grant Agreement, the Alliance will transfer the grant funds to the bank account specified in your Application, or, where no bank account is available, to the specified Western Union Outlet.

- 4.2.1. Emergency Response Grants will be issued in a single payment;
- 4.2.2. Challenge Response Grants may be issued in one or more payments, the frequency of which will be outlined in your Offer Letter.
- 4.3. You will assist the Alliance by immediately informing us of any delays experienced in receiving payment of the grant.

## 5. Monitoring and Reporting

- 5.1. At any time, with appropriate notice, we (or anyone we authorise) reserve the right to visit your premises or the Intervention.
- 5.2. You must keep proper up-to-date accounts and financial records relating to the Grant.
- 5.3. We may ask you to provide a copy of your accounts and bank statements for periods in which we have made Funding payments to you.
- 5.4. Recipients of Challenge Response Grants must provide us with final financial and progress reports using the forms which will be provided as part of your Offer Letter.
- 5.5. We may ask for proof of expenditure. This may include requesting original receipts and invoices.
- 5.6. We will not issue any future grants to you, until we have approved your final financial and progress reports from any previous grants issued.
- 5.7. You must send us any information and records that we reasonably require to monitor your Intervention and how the grant is being used.

## 6. General conditions

- 6.1. If you break this agreement, and fail to meet the requirements of these terms and conditions or any other part of the Grant Agreement, we reserve the right to require repayment of the grant, stop any future payments, and refuse to issue any future grants to you.
- 6.2. If you break this agreement, and fail to meet the requirements of these terms and conditions or any other part of the Grant Agreement, we reserve the right to notify the Elton John AIDS Foundation and Ppfar.
- 6.3. We are not obliged to (and nor should you assume that we will) provide any further funding for the Intervention after this Grant Agreement comes to an end.

## 7. Breach of these terms and conditions, and suspending or repaying the grant

- 7.1. If you fail to meet any of these terms and conditions or any other requirement of the Grant Agreement, we may, in our absolute discretion:
  - 7.1.1. require you to pay back all or part of the grant; and/or
  - 7.1.2. stop any future payments; and/or
  - 7.1.3. end this Grant Agreement immediately; and/or
  - 7.1.4. take any of these actions in connection with any other grant that you may have with us.
- 7.2. We may recover the grant in our absolute discretion, if any of the following events occur:
  - 7.2.1. you use the grant for anything other than the Intervention without our permission;
  - 7.2.2. you do not follow our reasonable instructions;
  - 7.2.3. you have supplied us with any information that is wrong or misleading, either by mistake or because you were trying to mislead us;
  - 7.2.4. you act negligently at any time, and we believe it has significantly affected the Intervention or is likely to harm our or your reputation.

## 8. Termination of the Grant Agreement

- 8.1. These terms and conditions and all other requirements of the Grant Agreement remain in force for as long as any part of the grant remains unspent.