

APPENDIX TWO

THE STANDARD TERMS AND CONDITIONS OF AWARD

CREATING OPPORTUNITIES



LOTTERY FUNDED

SPORT NORTHERN IRELAND
HOUSE OF SPORT
UPPER MALONE ROAD
BELFAST
BT9 5LA

STANDARD TERMS AND CONDITIONS OF AWARD – CREATING OPPORTUNITIES

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STANDARD TERMS AND CONDITIONS OF AWARD – CREATING OPPORTUNITIES

1. Definitions & Interpretation	
Agreement	Means the Offer Letter, [the Specific Terms and Conditions] and these Standard Terms and Conditions of Award (which term shall include the appendices), and any valid amendments or variations. In the case of conflict, the Offer Letter will take precedence over these Standard Terms and Conditions and the Specific Terms and Conditions. In the event of any conflict between these Standard Terms and Conditions and the Specific Terms and Conditions, the Specific Terms and Conditions will take precedence.
Asset	Means a “capital item,” which is a single item costing £1,000 (incl. VAT) or more and has a useful economic life of more than 12 months. For example, an annual software license costing £1,200 would not be considered “capital”, whereas a photocopier costing £1,200 would. Items cannot be broken down into separate parts of individually lower value in order to not be considered as capital items.
Award	Means the Award referred to in the Offer Letter.
Wallet Funds	Available on your Crowdfunding dashboard. This is the amount of funds your campaign raises
Commencement Date	As per the date of Offer Letter.
Closing Date	Date your Fundraising Campaign ends
Eligible Expenditure	Means the expenditure that is deemed eligible by Sport Northern Ireland to deliver the Project. Any request for a change of expenditure should be made to Sport Northern Ireland and as early as reasonably possible to allow for a timely decision to be made.
Essential Elements	Means specific elements of your Campaign Page including: Campaign Video (for those requesting £4,000-£5,000), Campaign Images Campaign Target Campaign Rewards (minimum of 2 Community- based rewards)
Intellectual Property	Means any patent, registered design, copyright and neighbouring rights, design right, database right, rights in relation to inventions, topography right, trade mark (whether registered or unregistered), service mark, application to register any of the aforementioned rights, trade secret, right in unpatented know-how, right of confidence and any other intellectual or industrial property right or

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	right arising from the sporting, scientific, artistic fields of any nature whatsoever in any part of the world.
Offer Letter	Means the letter sent by Sport Northern Ireland to us, setting out the offer of Award and enclosing these Standard Terms and Conditions.
Project	Means the project as set out on the Crowdfunder Campaign Page, SNI Application and other relevant documents submitted by us to Sport Northern Ireland, as the basis for receiving the Award, as referred to in the Offer letter.
Purpose	Means to support our implementation and delivery of the Project as detailed in our Campaign Page and SNI Application, which is solely for the benefit of sport and recreation in Northern Ireland.
Specific Terms and Conditions of the Award	Means the Specific Terms and Conditions of the Award that are annexed at Appendix 1, where applicable. This may be amended over the period of the Award.
Specific Funding Requirements	Means to raise 25% of the target total from a minimum of 25 unique supporters. Before then raising the final 25%.
Sport Northern Ireland	Means the Sports Council for Northern Ireland, an executive non-departmental public body, established on 31 December 1973, under the provisions of the Recreation and Youth Service (Northern Ireland) Order 1971.
Submission	Means our submission for funding for the Project submitted to Sport Northern Ireland.
Term	Means Commencement Date until the date your campaign closes unless the Agreement is ended at an earlier date in accordance with the terms of the Agreement.
“We,” “us,” “our”	Means the applicant organisation receiving the Award, referred to in the Offer Letter.

2. The Award

- 2.1 We agree that the provision of the Award can be guaranteed only to the extent that Sport Northern Ireland has available funds.

We will read the Offer Letter and associated document pack thoroughly

- 2.2 Agree to: (i) operate within both these Standard Terms and Conditions and any Specific Programme Terms and Conditions; and (ii) develop and operate programmes with the aim of delivering the Purpose.

- 2.3 Subject to and conditional upon meeting the Specific Funding Requirements Sport Northern Ireland shall release the Award to us via Crowdfunder. Sport Northern Ireland shall not be obliged to pay the Award in advance of need or to increase the amount of Award.

- 2.4 The Award is made towards the Project, described in the Crowdfunding Campaign Page and within the Sport NI Application form, and referenced in the Offer Letter, must be used for the Purpose, is non-transferable, and non-assignable.

- 2.5 We shall use our best endeavours to implement and deliver the Project and achieve the Purpose. We will use the Award exclusively for the Purpose and agree that we will always hold any unused part of the Award on trust for Sport Northern Ireland, and agree that we will notify Sport Northern Ireland, as soon as is reasonably possible, and repay any Award (including any unused Award) to Sport Northern Ireland, immediately upon demand, if any of the events listed in Clause '8. Material Breach of Award' occur.

- ~~2.6~~ We agree that the Award will support the Eligible Expenditure, only on the items identified in the Offer Letter. If at any time, the total expenditure for the Project is found to exceed the total Eligible Expenditure, as stated in the Offer Letter, we accept that there will be no corresponding increase in the Award.

- 2.7 If we are unable to use the grant for the purposes set out on our Crowdfunder campaign, we will notify Sport Northern Ireland, at the earliest opportunity outlining how we would like to repurpose/reprofile our funding. Sport Northern Ireland is not obliged to approve any such request and will at its sole discretion consider such approval.

All changes must be agreed with Sport Northern Ireland prior to the expenditure taking place.

- 2.8 We shall, on Sport Northern Ireland's request, repay to Sport Northern Ireland any part of the Award incorrectly paid to us as a result of an administrative error. This includes, without limitation, where either an incorrect amount of the Award has been released or where part of the Award has been released in error, before the applicable terms and condition of the Agreement have been complied with by us to the satisfaction of Sport Northern Ireland. This obligation survives termination of the Agreement.
- 2.9 We must return to Sport Northern Ireland any appropriate share of any underspend of Award on the Project.
- 2.10 The Award is to be used solely for the purpose outlined in the Offer Letter. The Award is not to be used for any capital works, i.e., including those works associated with any form of facility upgrade or construction, and any works that require statutory approval and/or building control approval. No part of the award is to be used for funding development or professional fees associated with obtaining a planning permission, building control approval or development under any stage of the RIBA Plan of Work. If we are in any doubt on this provision we, will contact Sport Northern Ireland to seek clarification prior to incurring any expenditure on relevant work.
- 2.11 Where the Award is made towards revenue costs (being non-capital or non-'Asset' in nature), Sport Northern Ireland is open to considering 'equipment'-type expenditure for eligibility on a case-by-case basis. This is specifically with regard to 'equipment' and does not include capital works, per 2.13. Please contact Sport Northern Ireland, prior to incurring any expenditure which may not be considered as revenue in nature (see definition of Asset on page 3).
- 2.12 Where any part of the Award is diverted to any other purpose (other than with the prior consent of Sport Northern Ireland at its discretion), we shall notify Sport Northern Ireland, as soon as is reasonably possible, and repay on demand, an

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amount equal to that part of the Award and Sport Northern Ireland may also elect to terminate the Agreement at that point.

- 2.13 We agree once Offer Letter has been issued, we may not change any Essential Elements of our Campaign Page. We shall not make any other amendments without obtaining Sport Northern Ireland's **prior** written consent.
- 2.14 We agree as this is up-to a 50% match-fund award to a maximum of £5,000, we are required to receive additional funding from the Crowd AND/OR other Crowdfunder Funding Partners in order to reach 100% of our initial target total, by the closing date of our campaign. If we do not reach 100%, we understand that Sport NI will withdraw their pledge and any offer of Award. As per the Specific Terms and Conditions of the Award.
- 2.15 We shall ensure that the Project, and all funding associated with the Project, is managed in accordance with both the Standard Terms and Conditions of Award and Specific Terms and Conditions of Award as outlined in this, and any associated documentation.
- 2.16 Where the Agreement permits us to use part of the Award to fund activities of a third party (including but not limited to any parent, affiliate, or subsidiary undertaking) as a means of achieving the Purpose, we shall ensure that such funding is applied only towards the achievement of the Purpose, and that the third party is required to repay such funding that is not used to achieve the Purpose. We shall ensure that the third party receives and retains appropriate books and records relating to the Award, paid to it by us. We shall be always accountable for the proper management and expenditure of all parts of the Award.

3. The Term of Award and Termination of the Agreement

- 3.1 Termination of the Agreement, through expiration of the Term or otherwise, shall operate without prejudice to:
 - 3.1.1 Any rights or remedies which may have accrued to either Party prior to such termination; and
 - 3.1.2 Any part of the Agreement that is expressly stated to survive the termination of the Agreement.
 - 3.1.3 The Phase 1 Award period will end on 31 March 2025
 - 3.1.4 The Phase2 Award period will end on 31 March 2026
 - 3.1.5 The Phase3 Award period will end on 31 March 2027

4. Award Performance: Monitoring, Reporting and Evaluation

- 4.1 We will complete and submit to Sport Northern Ireland an End Of Project Report (via citizen space) ***within one calendar month*** of the date of the Closing Date.

If Sport Northern Ireland is not satisfied (in its absolute discretion) that our End Of Project Report supports the achievement of our Project, Sport Northern Ireland may require the Report to be completed again.

- 4.2 Where reasonably requested by Sport Northern Ireland, reports and other documents submitted to Sport Northern Ireland will be signed by our Accountable Officer, Chair of our Board or President. Any person signing on behalf of us will, by their signature, confirm that to the best of their information, knowledge and belief, the contents of any reports and documents are accurate and not misleading and that there is no relevant material matter omitted from self-assessment or other documents. Sport Northern Ireland shall give us reasonable notice of the date for submission of the reports or other documents.
- 4.3 We will provide such data to enable Sport Northern Ireland to complete a post-project evaluation which will be required after the Term, to determine if the Purpose has been achieved.
- 4.4 Without prejudice to any of the terms and conditions of the Agreement, we will promptly comply with any reasonable request, which may be made from time to time by Sport

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Northern Ireland, the Department for Digital, Culture, Media and Sport or the Department for Communities, to co-operate with any monitoring and evaluation process and/or to carry out any monitoring and evaluation in respect of any or all of our activities.

- 4.5 We permit Sport Northern Ireland, the Department for Digital, Culture, Media and Sport, the Department for Communities, the Northern Ireland Audit Office and their representatives, officers, or agents from time to time, upon the giving of reasonable notice to enter any of our premises during normal working hours (unless a statutory or regulatory obligation requires entry outside of these hours) to:
- a. inspect any asset or any accounting or other record in respect of any financial assistance, which has been paid or may become payable under the terms of this Agreement and to review or, if applicable, copy same, or;
 - b. to comply with any statutory or regulatory obligation of Sport Northern Ireland or the Department for the Communities or the Northern Ireland Audit Office, subject always to the obligations of confidentiality set out in this Agreement. This clause shall survive expiry or prior termination of the Agreement.

Culture and Integrity

- 4.6 We will ensure that we continue to maintain and implement 'Good Governance' practice and we will evidence this to Sport Northern Ireland upon request. This will include providing Sport Northern Ireland (or its appointed partners) with relevant documents, policies and procedures. We will provide Sport Northern Ireland with evidence of compliance regarding our respective adopted Governance Code and related Culture and Integrity 'best practice'. This may include providing Sport Northern Ireland with reviews undertaken by third parties. We will demonstrate 'integrity' across all areas of the sport ensuring we are an open, inclusive and transparent organisation for all.

Equality, Diversity, and Inclusion

- 4.7 We will develop and implement policies and programmes that are **intentionally inclusive** and will maintain records to evidence the impact of these.

Project Data

- 4.8 We will maintain a robust system of data management capable of recording accurate and verifiable information on the key data fields.

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Webinars, Workshops and Networks

- 4.9 We will make every effort to attend and participate in all collaborative opportunities (webinars, workshops, conferences, networks, and training sessions) relating to the Award as Sport Northern Ireland may reasonably require.

Post-project Evaluation

- 4.10 We will provide such data to enable Sport Northern Ireland to complete a post-project evaluation, which will be required after the Term (normally within 12 months), to determine if the Project have been achieved.

5. Publicity, and Intellectual Property

- 5.1 Sport Northern Ireland will be entitled to publish details of the amount and type of assistance provided, pursuant to this Agreement, and has the right to request that we:
- 5.1.2 Refer to Sport Northern Ireland and National Lottery (“the Supporting Body”) in all press statements and interviews for the period of the Award;
- 5.1.3 Acknowledge Sport Northern Ireland and the Supporting Body in all speeches, photo calls, press conferences and also in all printed and digital material including annual reports and other similar documentation;
- 5.1.4 Install Sport Northern Ireland’s promotional signage or other similar branding at all sports events and/or related promotional activities to bring the public’s attention to Sport Northern Ireland and the Supporting Body’s involvement with the Award;
- 5.1.5 Display the Sport Northern Ireland and Supporting Body logos on our website and when relevant tag Sport Northern Ireland and the Supporting Body in social media content.

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- 5.1.6 Ensure that Sport Northern Ireland's and the Supporting Body's logos are visible at all press and media interviews;
 - 5.1.7 Comply with any request from Sport Northern Ireland to assist with publicity or promotion of the Award as Sport Northern Ireland may deem appropriate. This may include attendance/participation at Sport Northern Ireland and Supporting Body related events and campaigns, the submission of case studies and testimonials and the provision of media spokespeople.
 - 5.1.7 Ensure that athletes benefitting from the Award are aware of the source of their funding from Sport Northern Ireland and that they co-operate with the above-mentioned activity where requested. Where it is not possible or not practical to apply the above clause, we shall agree this with Sport Northern Ireland in advance.
- 5.2 We must give Sport Northern Ireland, in writing to comms@sportni.net, notice of ten working days, in advance of official ceremonies or promotional opportunities and shall ensure that a representative or nominee of Sport Northern Ireland is given the opportunity to attend, participate and/or speak at such an event.
- 5.3 Sport Northern Ireland may, at its sole discretion, request at any time the removal of all banners, displays, signboards, plaques, or other similar notices identifying Sport Northern Ireland and the Supporting Body's association with the Award.
- 5.4 We must ensure that participants benefitting from the Award are available, where reasonable, to support Sport Northern Ireland's work by participating in PR and communications activity and volunteering events, across Northern Ireland.
- 5.5 We hereby agree that all Intellectual Property in the Logo and the Sport Northern Ireland name and in any Sport Northern Ireland Material is the absolute property of Sport Northern Ireland and we must make no claim to ownership or do anything to adversely affect the same.
- 5.6 Sport Northern Ireland is committed to being open and accountable for the funding decisions it takes. Sport Northern Ireland may therefore, in its absolute discretion, and subject to the terms of this Agreement, publicise:
- 5.6.1 Details and summaries of our performance against the Purpose
 - 5.6.2 Comments about Sport Northern Ireland's view on our performance;

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- 5.6.3 Details of our funding awarded from Sport Northern Ireland, and in particular, any changes to the Award and the reasons why such changes have been made;
- 5.6.4 Whether Sport Northern Ireland consider that we are potentially 'at risk' of future funding loss, as a result of our performance, and/or;
- 5.6.5 Details of exemplary performance by Sports Clubs/Organisations by way of good practice examples for the sector.

6. Claims and Vouching of award

- ~~6.1~~ The Award shall be made available from the Closing Date and must be drawn down through Crowdfunder UK within 3weeks (2weeks for post December applications). Any funding not drawn-down after 3weeks will be deemed unspent and will be returned to Sport NI by Crowdfunder UK.
- 6.2 We shall identify a nominated bank account for the Award via the Crowdfunder platform, and we will be able to show income and expenditure specifically relating to the Award.
- 6.3 All Sport Northern Ireland payments will be made via Crowdfunder into the bank account previously identified. We note that Award payments to us by Crowdfunder on behalf of Sport Northern Ireland, will be made in accordance with the Agreement and will be made by BACS and credited to the nominated bank account for the Project.
- 6.4 We understand that Sport Northern Ireland reserves the right to return any incomplete or unsatisfactory documentation and that this may hold up subsequent payment of the Award.
- 6.5 We understand that with drawing-down the Wallet Funds, the Crowds pledges are transferred automatically within seven days of your project closing. However, drawing-down the Sport NI Award is subject to a number of additional due diligence checks, which means it can take a little longer to process the partner pledge.
- 6.6 Whilst making every effort to do so, we accept that Sport Northern Ireland cannot guarantee that the processing and settlement of payment will meet precisely our financial and contractual obligations relating to payments. We should ensure that we

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have sufficient funds available to settle all financial and contractual obligations as they arise.

7. Statutory Compliance

- 7.1 We and Sport Northern Ireland will comply with all statutory requirements and other laws and regulations relating to our respective operations, including (without limitation) all relevant health, safety, data protection, public procurement, employment and equality laws and regulations. We will further comply with such guidelines and/or codes of practice, as are specified in the Agreement.

Procurement

- 7.2 We shall ensure that value for money is obtained in respect of all supplies and services wholly or partly funded from the Award. Projects funded by public monies and involving procurement should ensure that such activities are in accordance with the Northern Ireland Public Procurement Policy. We will ensure that any decisions made by us demonstrate best value and records are maintained to support decisions made. We shall ensure that whoever is carrying out procurement activity has no actual or perceived conflict of interest (personal or monetary) in a tender. This includes evaluation panel members. Any member of an evaluation panel who declares a conflict of interest in a particular tender will not be permitted to be involved in that tender. We shall adopt the following procurement procedures according to the value of the relevant contracts:

Estimated Value	Tender Action Required
Up to £5,000 in value (excluding VAT)	A minimum of two quotes or evidence of a price check with at least two suppliers to ensure value for money has been achieved.
Between £5,000 and £30,000 in value (excluding VAT)	Must seek a minimum of two tenders.
£30,000 to EU Thresholds	Open Competition and must refer to Sport Northern Ireland for further discussion.

Our policies and procedures regarding procurement shall reflect Procurement Policy Note 04/21 November 2021 (version 3 May 2022 as replaced, amended, or updated from time to time).

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- 7.3 Where it is not possible or not practicable to apply the tender actions, we will ensure that value for money and management of any potential or perceived conflict of interest are at the centre of any procurement decisions and can demonstrate this to Sport Northern Ireland if required to do so.

For Goods/services where there is only one supplier, a statement/evidence explaining why this is the case shall be documented and Sport NI contacted for approval prior to expenditure being incurred.

- 7.4 The Award must not be used in, or paid to, any person, business or organisation that is political or religious in nature or used for any purpose connected thereto.

Accounting

- 7.5 Throughout the Term, and for a period of seven years thereafter, we will:

7.5.1 Maintain and keep full and proper accounts and financial records, detailing all sources of income and all our expenditure related to the Award and the Purpose, for such period as required by law or for two years after the end of the Term, whichever is the longer period;

7.5.2 In the event of any suspected mishandling of funds and/or fraud, immediately afford Sport Northern Ireland or its authorised representative's access to the accounts and records.

- 7.6 We will notify Sport Northern Ireland, as soon as is reasonably possible, if there is a material adverse change to our financial circumstances that may affect our ability to achieve the Purpose, including (without limitation) any issues that may affect our solvency or status as a going concern.

- 7.7 We will make these financial records available to Sport Northern Ireland or external auditors or advisers upon request.

Conflict of Interest

- 7.8 We will, at all times, maintain and operate a conflict of interest policy that is appropriate for an organisation that is receiving, using, and dispensing public funds. Such policy should include, without limitations, provisions ensuring that in reaching decisions, the

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members of our relevant decision-making committee are not placed in a position that could be perceived to promote their own personal interests. We will provide a copy of that policy to Sport Northern Ireland upon demand.

Protection of Children and Adults at Risk

- 7.9 We shall make sure that we have in place appropriate policies and procedures, which are aimed at ensuring the safeguarding of children and adults at risk. Sport Northern Ireland and the Child Protection in Sport Unit will work with us to agree a suitable target date within 3 months of accepting the Award by which a safeguarding implementation plan will be agreed (if not already in place). Where our activities involve children, we will fully comply with and maintain the requirements set out in the Standards for Safeguarding and Protecting Children in Sport ('the Standards') issued by Sport Northern Ireland and the National Society for the Prevention of Cruelty to Children's (NSPCC) Child Protection in Sport Unit (as replaced, amended, or updated from time to time). Where we have not achieved the Satisfactory Level of the Safeguarding Standards by the Commencement Date, we will be required to do so by the end of the relevant Phase. Sport Northern Ireland shall not act on any alleged non-compliance with or failure by us to maintain the standards referred to in this Agreement, unless and until all of the appeal and/or review rights afforded by Sport Northern Ireland have been exhausted. Sport Northern Ireland shall be entitled to act in respect of the non-compliance or failure by us to maintain the standards referred to in this Agreement, where there are a number of appeals or reviews pending, which, in the reasonable opinion of Sport Northern Ireland, indicate prima facie evidence of continued systemic non-compliance by us of such standards.

Equal Opportunities Policy

- 7.10 We will at all times:
- 7.10.1 operate an equal opportunities policy during and following completion of the Project and no-one shall be denied the right to equal access to any goods, facilities, services and/or employment opportunities attaching to the Project on grounds of race, gender, sexual orientation, disability, religious belief, political opinion, marital status, age, or having or not having dependants; in addition, we shall take all reasonable steps to ensure that the opportunities and programmes assisted by the Award shall be run in an inclusive manner which will both aspire to and promote good relations.

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7.10.2 provide evidence of this policy to Sport Northern Ireland upon demand; and

7.10.3 participate in any audits or research undertaken by Sport Northern Ireland or its authorised representatives, agents, or researchers in relation to equal opportunities in sport.

Insurance

7.11 We agree to:

7.13.1 Obtain and maintain throughout the Term, adequate insurance cover with reputable insurers in respect of third party, public, employer, employee, legal expenses, occupier's liability, and any other relevant risk, in connection with any activities carried out and any facilities used by us; and

7.13.2 Provide evidence of such cover to Sport Northern Ireland upon demand.

Exclusion of liability/indemnity

7.12 We agree that we are responsible for the delivery of the Project and the Project Measures, and that Sport Northern Ireland is granting the Award to assist us in funding the Project to achieve the Project Measures.

7.13 We agree that legal liability to third parties arising out of or connected in any way with the delivery of the Project Measures rests with us and not Sport Northern Ireland.

7.14 Neither Sport Northern Ireland, nor any of its directors, officers, employees, agents, representatives or sub-contractors (each, an "Indemnified Party") will at any time be liable to us or any other person, in relation to any matter arising in connection with our involvement and/or participation or any other person in the investment and/or any other matter related to the Award, including, without limitation, for any loss or damage arising directly or indirectly as a result of the our compliance or non-compliance with the terms and conditions of this Agreement.

7.15 We will indemnify and hold harmless an Indemnified Party, with respect to any and all claims made against the Indemnified Party for injury, death, loss, cost or damage of any type arising out of or in connection with the Award or the implementation or delivery of the Project Measures, and any activities carried out in connection with the Award or the Project Measures, except where such injury, death, loss, cost or damage has resulted from the negligent or otherwise wrongful acts or omissions of the Indemnified

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Party (including without limitation any breach of this Agreement by Sport Northern Ireland).

Confidentiality, Freedom of Information and Data Protection

- 7.16 Subject to the following provisions of this Clause, neither we nor Sport Northern Ireland shall, without the other prior written consent, use or disclose any confidential information relating to the other Party, which it learns as a consequence of entering into or performing this Agreement or drafting and delivering the Project Measures.
- 7.17 The above limitations on use and disclosure shall not apply to information disclosed by either Sport Northern Ireland or us, pursuant to the requirements of a governmental authority or judicial order or legal requirement (e.g. disclosure required under the Freedom of Information Act 2000) or to information already in the public domain (otherwise than as a result of a breach of confidence by a Party), provided that, insofar as is reasonably practicable a Party consults with the other Party before disclosing any information pursuant to this clause. We acknowledge that Sport Northern Ireland is subject to the requirements of the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 and shall provide all necessary assistance and cooperation as reasonably requested by Sport Northern Ireland to enable it to comply with its obligations under that legislation.
- 7.18 We acknowledge and consent to Sport Northern Ireland disclosing our details to other government agencies and departments and bodies engaged in distributing funds (subject to the terms of all applicable data protection legislation including, without limitation, the Data Protection Act 2018) where Sport Northern Ireland considers that disclosure is necessary.
- 7.19 Insofar as is reasonably practicable, Sport Northern Ireland will give us notice of an opportunity to make representations in respect of any request for access to documents or information relating to this Agreement, provided always that the decision whether or not to permit access to such documents or information shall remain within Sport Northern Ireland's absolute discretion.

Fair Processing Notice

- 7.22 When this Project may relate to a group, Sport Northern Ireland acknowledges that data provided will relate to individuals. All information that Sport Northern Ireland holds concerning individuals will be held and processed by Sport Northern Ireland, strictly in

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accordance with the provisions of the Data Protection Act 2018 and all applicable data protection legislation. Such data will be used by Sport Northern Ireland to administer its relationship with us and our Project and to provide us with information about Sport Northern Ireland's activities and for related purposes. Sport Northern Ireland will not, without our consent, supply our name and address to any third party, except where such a transfer is a necessary part of the activities that Sport Northern Ireland undertakes, or Sport Northern Ireland is required to do so by operation of the law.

- 7.23 We shall comply with all the requirements of the Data Protection Act 2018 and all applicable data protection legislation.

8. Material Breach of the Agreement

- 8.1 If we breach any of the terms and conditions of the Agreement, Sport Northern Ireland may, in its absolute discretion:

- 8.1.1 Require us to pay back all or part of the Award (regardless of how much we have already spent); and/or
- 8.1.2 Reduce the award in future years; and/or
- 8.1.3 Stop any future payments; and/or
- 8.1.4 End this Agreement immediately.

- 8.2 Sport Northern Ireland may take any of the actions set out in clause 8.1 in its absolute discretion, if any of the following events occurs:

- 8.2.1 **Legal entitlement.** Where the Purpose is not fulfilled or seems unlikely in Sport Northern Ireland's reasonable opinion to be fulfilled;
- 8.2.2 **Non achievement of Project Measures.** We fail to make satisfactory progress with achievement of the Project Measures, or we fail to evidence the achievement of one or more of the agreed Project Measures and therefore fail to evidence to Sport Northern Ireland sufficient contribution to the Purpose of the Project to warrant continued investment. Sport Northern Ireland will use its discretion in assessing progress against agreed Project Measures;
- 8.2.3 **Failure to provide information within the agreed timescale.** We have failed to submit reports, claims, vouching evidence, and evaluation returns, in accordance with the Agreement.

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- 8.2.4 **Breach.** We have committed a breach of any term or condition of this Agreement which (i) is not capable of remedy; or (ii) if capable of remedy has not been remedied following a notification from Sport Northern Ireland identifying the breach and requiring us to remedy it within 30 days (or such longer period as may be considered by Sport Northern Ireland as reasonable in the circumstances);
- 8.2.5 **Bankruptcy, administration, liquidation, etc.** We cease to operate for any reason, or are declared bankrupt, or are placed into receivership, administration, or liquidation (or any analogous process), or enter into any arrangement or composition for the benefit of our creditors;
- 8.2.6 **Change in ownership or control, etc.** There is any change in our ownership or control or any material change in our membership, organisation, constitution, or activities, either of which materially impacts on our ability to achieve the Project Measures;
- 8.2.7 **Fraudulent or materially misleading assurances and representations.** Any of the assurances given or the representations contained within the Submission, Project Plan or any other documents submitted by us to Sport Northern Ireland, in relation to the Award (i) were fraudulent or (ii) we knew or should have known they were materially misleading at the time given.
- 8.2.8 **Award Raises a Profit.** The Award realises a profit or otherwise makes a positive contribution to our financial position (notice of which must immediately be given to Sport Northern Ireland by us).
- 8.2.9 **Withdrawal of Funding.** At any stage throughout the Term, funding from another party is withdrawn and Sport Northern Ireland, acting reasonably and in good faith, determines that no further funding can therefore be made available to us.
- 8.2.10 **Derogatory Comments or Acts.** We act or authorise any of our officers, employees, volunteers, members, or participants to do any act or thing which, in Sport Northern Ireland's and/or the Supporting Body's reasonable opinion, causes or might cause Sport Northern Ireland and/or the Supporting Body to be brought into disrepute. In the event that we have cause to believe that any such act or thing has occurred, we must notify Sport Northern Ireland and/or the Supporting Body, as soon as reasonably possible, and provide full details;
- 8.3 Where payment of the Award is suspended, our entitlement to receive the Award shall automatically cease, until Sport Northern Ireland determines otherwise, at which stage either the eligibility for the Award to cover Eligible Expenditure incurred during the period of suspension will be considered by Sport Northern Ireland or if Sport Northern Ireland decides that the Award shall no longer be supported, then only claims for

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Eligible Expenditure incurred (whether invoiced or not) up to the point of suspension will be considered.

- 8.4 Sport Northern Ireland may require us to repay the Award (or part thereof, where so specified) in the following circumstances:
- 8.4.1 diversion of any part of the Award to a purpose without Sport Northern Ireland's consent (repayment will be required of diverted funds only, save that Sport Northern Ireland may also elect to terminate the Agreement on this ground, in which case repayment is required of any portions of the Award previously paid to us by Sport Northern Ireland);
 - 8.4.2 receipt by us of additional funds from a third party toward Eligible Expenditure (but excluding partnership funding);
 - 8.4.3 appropriate partnership funding is not obtained;
 - 8.4.4 incorrect payment to us of part of the Award (repayment will be required only of incorrectly paid funds);
 - 8.4.5 where Award amounts are not fully utilised by us within a reasonable timeframe, that amount will be deducted from the Award;
 - 8.4.6 incorrect payment to us of amounts in excess of the total Award amount (repayment will be required of the amount incorrectly paid only);
 - 8.4.7 Where Award monies are used to make payments under a contract that does not comply with applicable public procurement regulations (repayment will be required only of Award funding used to make payments under such contract);
 - 8.4.8 In the event that there is a reduction or cost saving in the budgeted costs of the Project and where Sport Northern Ireland has requested the repayment (repayment will be required of cost savings on a pro rata basis).
- 8.5 In the case of an event that delays the performance of the Agreement for a continuous period of over six months, either we or Sport Northern Ireland shall be entitled to terminate the Agreement upon written notice to the other and we must repay to Sport Northern Ireland any part of the Award previously paid by Sport Northern Ireland to us.
- 8.6 Sport Northern Ireland shall have the right to off-set any payments or repayments due to it from us, pursuant to the provisions of this Agreement, against any future payments of the Award due to be made by us by Sport Northern Ireland, whether in the same financial year or another.

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- 8.7 If at any stage throughout the Term we are required to repay grant funding received from any government department, government agency or other public body pursuant to the terms of that grant funding, Sport Northern Ireland shall have the right to stop payments of the Award until such repayment has been made in full.
- 8.8 Where Sport Northern Ireland confirms that we have failed to achieve the Project Measures, Sport Northern Ireland may, in its absolute discretion, reduce future applications from our organisation. Sport Northern Ireland may consider, without limitation and at its absolute discretion, the following factors in deciding whether to refuse future applications
- 8.8.1 Whether we believe that there is significant mitigating circumstances for the failure to meet the Project Measures; and
- 8.8.2 Whether we believe that there has been significant progress, sufficient to provide confidence that future Project Measures are likely to be achieved.

9. Representations, Warranties and Undertakings

We represent, warrant, and undertake that at the time of entering into the Agreement and throughout the Term:

- 9.1 All financial and other information concerning us that has been or will, during the Term, be disclosed to Sport Northern Ireland, in connection with the Award, is to the best of our knowledge and belief, true, complete, accurate and fair in every respect and is not misleading.
- 9.2 We are not under any contractual or other restriction within our own or any other organisation's rules, regulations or otherwise, which may prevent or materially impede us meeting our obligations in connection with this Agreement or our achievement of the Purpose.
- 9.3 We are not aware of any matter, which we have not disclosed to Sport Northern Ireland, which might reasonably have influenced Sport Northern Ireland's decision to grant the Award on the terms contained in the Agreement.
- 9.4 Neither we, nor any person for whose acts or omissions we may be vicariously liable, is engaged or involved in or otherwise subject to any of the following matters (such

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matters being referred to in this Clause 9 as **Proceedings**):

(a) any litigation or administrative, mediation, arbitration or other proceedings, or any claims, actions or hearings before any court, tribunal or any governmental, regulatory, or similar body, or any department, board, or agency (except for debt collection in the ordinary and usual course of business); or

(b) any dispute with, or any investigation, inquiry, or enforcement proceedings by, any governmental, regulatory, or similar body or agency in any jurisdiction.

9.5 No Proceedings have been threatened or are pending by or against us or any person for whose acts or omissions we may be vicariously liable, and there are no circumstances likely to give rise to any such Proceedings.

9.6 We are not affected by any subsisting or pending judgment, order or other decision or ruling of a court, tribunal, or arbitrator, or of any governmental, regulatory, or similar body or agency in any jurisdiction.

9.7 We have not given to any court, tribunal, or arbitrator, or any governmental, regulatory, or similar body or agency in any jurisdiction, or to any third party, a subsisting undertaking arising out of, or in connection with, any Proceedings.

9.8 We shall as soon as reasonably possible notify Sport Northern Ireland and the Supporting Body and provide full details if, at any time during the Term, our circumstances, knowledge, or awareness changes such that we would not be able to repeat the warranties set out at Clause 9.4 to 9.7 at the relevant time.

9.9 We will use the Award with due regard to regularity and propriety.

9.10 We are and will remain throughout the Term a fit and proper recipient of public funds.

9.11 We have established and will maintain throughout the Term appropriate management arrangements and financial procedures governing its use of the Award.

9.12 We will use the Award economically, efficiently, and effectively; and

- 9.13 We will comply with all statutory requirements and applicable laws and regulations relating to implementing the Project Measures, including without limitation, all relevant Health & Safety and Employment related laws and regulations.

10. Miscellaneous

Assignment

- 10.1 Sport Northern Ireland will be entitled to assign or transfer the benefit and the burden of the Agreement to any successor body of Sport Northern Ireland. We will not be entitled to assign or otherwise transfer the benefit or burden of this Agreement without Sport Northern Ireland's prior written consent.

No waiver

- 10.2 We or Sport Northern Ireland shall not be deemed to have waived any rights, powers, or remedies under, or any breach of this Agreement unless that Party has signed an expressed written waiver to that effect. Any failure or delay of a Party in enforcing any of its rights, powers, or remedies in relation to the Award in respect of any breach by the other Party shall not be deemed to constitute a waiver of those rights, powers, or remedies.
- 10.3 No single or partial exercise of any right, power or remedy under this Agreement or otherwise shall prevent a Party from any further exercise of a right, power or remedy or the exercise of any other right, power, or remedy.

No partnership or joint venture

- 10.4 Nothing in this Agreement shall constitute or be construed as constituting a partnership or joint venture between us and Sport Northern Ireland or shall authorise one Party to enter into contractual relationships or incur obligations on behalf of the other Party. Neither Party will hold itself out or represent itself as the partner or agent of the other or permit any third party to make such representations

Tax

- 10.5 Nothing in this Agreement is intended to create a VAT taxable supply.
- 10.6 We and Sport Northern Ireland shall co-operate in good faith in resisting any argument by HM Revenue and Customs that VAT is payable in respect of the Award. In the

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event, however, that HM Revenue and Customs determines that any part of this Agreement does create a right or obligation which gives rise to the payment of VAT, we, and not Sport Northern Ireland, shall be responsible for such VAT obligations. In such circumstances, we shall have the right to terminate the Agreement, effective 30 days after receipt of notice of termination, upon repayment to Sport Northern Ireland of the whole or such part of the Award as is appropriate in the circumstances, excluding any committed funds.

Entire agreement and amendment

- 10.7 The Agreement, including any appendices, constitute the whole and only agreement between us and Sport Northern Ireland, relating to the subject-matter of the Agreement.
- 10.8 Save as otherwise provided herein, this Agreement may not be amended except by written agreement signed by us and Sport Northern Ireland.

Third Parties

- 10.9 A person, who is not a party to this Agreement, has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any provision of this Agreement.

Law and jurisdiction

- 10.10 This Agreement shall be governed by and construed in accordance with the laws of Northern Ireland and we and Sport Northern Ireland submit to the exclusive jurisdiction of the courts of Northern Ireland.