

**APPENDIX TWO**

**THE STANDARD TERMS AND  
CONDITIONS OF AWARD**

**SPORTS SYSTEMS INVESTMENT –  
GOVERNING BODIES**



**LOTTERY FUNDED**

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

## **STANDARD TERMS AND CONDITIONS OF AWARD - SSIGB**

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<b>1. Definitions &amp; Interpretation</b>	
<b>Agreement</b>	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.
<b>Asset</b>	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.
<b>Award</b>	Means the Award referred to in the Offer Letter.
<b>Change Request</b>	Means either an increase/decrease in budget or a reanalysis between areas of expenditure breakdown noted in the Project Plan.
<b>Commencement Date</b>	1st April 2025 or such later date on which Sport Northern Ireland receives from us the signed and duly completed Form of Acceptance, together with any other documents that the Agreement requires us to complete and return, prior to commencement of the Agreement.
<b>Eligible Expenditure</b>	Means the expenditure that is deemed eligible by Sport Northern Ireland to deliver the Project. This is broken down into formal Budget Headings. Any request for a change of expenditure to the Budget Headings or to the total Eligible Expenditure should be made to Sport Northern Ireland on the Change Request Form and as early as reasonably possible to allow for a timely decision to be made.
<b>Form of Acceptance</b>	Means the document in the appendix pack to be completed and sent back to Sport Northern Ireland acknowledging our acceptance of the Award.

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<b>Intellectual Property</b>	Means any patent, registered designed, 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 right arising from the sporting, scientific, artistic fields of any nature whatsoever in any part of the world.
<b>National Anti-Doping Organisation (NADO)</b>	Means either: <ul style="list-style-type: none"> <li>• Sport Ireland as Ireland's National Anti-Doping Organisation, responsible for implementing the Government of Ireland's Sport Ireland Act 2015, (Revised 2020), including carrying out the functions ascribed to National Anti-doping Organisations in the World Anti-Doping Code; and</li> <li>• UK Anti-Doping (UKAD) as the United Kingdom's National Anti-Doping Organisation, responsible for implementing the UK Government's sports anti-doping policy, including carrying out the functions ascribed to National Anti-doping Organisations in the World Anti-Doping Code.</li> </ul>
<b>Offer Letter</b>	Means the letter sent by Sport Northern Ireland to us, setting out the offer of Award and enclosing these Standard Terms and Conditions.
<b>Partnership Funding</b>	Means those sums, excluding the Award secured by us (and properly evidenced to Sport Northern Ireland), to make up the total cost of the Project.
<b>Project</b>	Means the project as set out in the Submission, Project Plan 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.
<b>Project Measures</b>	Means those outputs and outcomes agreed with Sport Northern Ireland that we will collect, analyse, and report regarding the Project.
<b>Project Plan</b>	Means the detail as to how the Award recipient organisation intends to achieve the Project Outcomes, including actions to take and the related expenditure.

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<b>Purpose</b>	Means to support our implementation and delivery of the Project, and to achieve the Project Measures, which is solely for the benefit of sport and recreation in Northern Ireland.
<b>Specific Terms and Conditions of the Award</b>	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 and as the Project Plan is developed.
<b>Sport Northern Ireland</b>	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.
<b>Submission</b>	Means our submission for funding for the Project submitted to Sport Northern Ireland.
<b>Term</b>	Means Commencement Date until the date specified in the Offer Letter, unless the Agreement is ended at an earlier date in accordance with the terms of the Agreement.
<b>“We,” “us,” “our”</b>	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.

2.2 We will read the Offer Letter and associated document pack thoroughly and return the signed Form of Acceptance to Sport Northern Ireland within one calendar month of the date of the Offer Letter, as acceptance of the Award and operating conditions ('The Agreement'). This must be signed by two authorised signatories, one of whom must be the Chair.

Note that where electronic 'signatures' are provided, this should be evidenced by the email trail showing the approval of the signatories. Where 'actual' signatures have been provided, and the respective document emailed to Sport NI, this will be treated the same as if the document had been posted to Sport NI and no email trail is required.

2.3 Through the signing of the Form of Acceptance we 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 against the Project Measures.

2.4 Subject to and conditional upon our acceptance of and ongoing compliance with the Agreement, Sport Northern Ireland shall release the Award to us. Sport Northern Ireland shall not be obliged to pay the Award in advance of need or to increase the amount of Award, unless otherwise determined by Sport Northern Ireland in its absolute discretion. Under no circumstances will Sport Northern Ireland be obliged to increase the amount of the Award.

2.5 The Award is made towards the Project, described in the Submission, and referenced in the Offer Letter, must be used for the Purpose, is non-transferable, and non-assignable.

2.6 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

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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.

- 2.7 We agree that the Award shall be used towards the efficient funding of the costs of the Project, as detailed in this Agreement, and specified under Eligible Expenditure, in the Offer Letter and for no other use whatsoever.
- 2.8 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, unless otherwise agreed by Sport Northern Ireland in writing, and in response to a Change Request submitted by us. An increase of the Award may be granted, only in exceptional circumstances.
- 2.9 We will notify Sport Northern Ireland, at the earliest opportunity, where we make any cost savings or otherwise complete an element or part of the Project under budget. We may submit a Change Request to the Eligible Expenditure, and specifically from an eligible budget heading to another, to Sport Northern Ireland, for consideration. Sport Northern Ireland is not obliged to approve a Change Request and will at its sole discretion consider such approval.
- 2.10 If we identify a need to request a change, we will submit a Change Request to Sport Northern Ireland, per the relevant guidance.

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

- Changes within the expenditure breakdown (no change to the overall Project budget) must be submitted for consideration by the Programme Board.
- Changes to the overall Project budget must be submitted for consideration by the Programme Board and approval by the board of Sport Northern Ireland.

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- 2.11 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.
- 2.12 We must return to Sport Northern Ireland any appropriate share of any underspend of Award on the Project.
- 2.13 The Award is to be used solely for the purpose outlined in the Offer pack. 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.
- 2.14 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).
- 2.15 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 amount equal to that part of the Award and Sport Northern Ireland may also elect to terminate the Agreement at that point.
- 2.16 We may be required by Sport Northern Ireland, acting reasonably and in good faith, to vary or amend the Award, the Project or vary the Project Measures. We



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shall not vary or amend the Award, the Project, or the Project Measures, without obtaining Sport Northern Ireland's **prior** written consent.

- 2.17 If we receive any further assistance (whether financial, benefits-in-kind or otherwise) from any third party, in respect of the Project (or for a similar project), then we must notify Sport Northern Ireland, as soon as is reasonably possible, in writing and Sport Northern Ireland shall be entitled to revise the Award and/or demand repayment of any part of the Award as Sport Northern Ireland, in its sole discretion, sees fit.
- 2.18 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.
- 2.19 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 Award period will end on 31 March 2026.

#### 4. Award Performance: Monitoring, Reporting and Evaluation

- 4.1 We will complete and submit to Sport Northern Ireland a Project Plan ***within one calendar month*** of the date of the Offer Letter. No Actual Claims will be paid until the Project Plan has been submitted.
- 4.2 We can use our own existing documentation, but this must clearly demonstrate how we intend to achieve the Project Measures.

The Project Plan shall, at a minimum, include details of:

- (a) The profile of Award expenditure; and
- (b) The profile of Project Measures.

If Sport Northern Ireland is not satisfied (in its absolute discretion) that our Project Plan supports the achievement of our Project Measures, Sport Northern Ireland may reduce, suspend, or terminate all or any part of the Award payments.

- 4.3 We will, as soon as is reasonably possible, report to Sport Northern Ireland any failure to achieve one or more of the Project Measures or where we reasonably believe that it is unlikely that any of the Project Measures will not be achieved.
- 4.4 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.
- 4.5 Where Sport Northern Ireland confirms, at any point during the Term, including the review meetings and reports, that we have failed to achieve one or more Project Measures, Sport Northern Ireland may, in its absolute discretion, reduce, suspend, or terminate the Award. Sport Northern Ireland may consider, without limitation and in Sport Northern Ireland's absolute discretion, the following factors in deciding whether to reduce and/or defer the reductions to the Award:

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- 4.5.1 Whether Sport Northern Ireland believes that there are significant mitigating circumstances for the failure to meet the Project Measures; and
- 4.5.2 Whether Sport Northern Ireland believes that there has been significant progress, sufficient to provide confidence that future Project Measures will be achieved.
- 4.6 Prior to any reduction in Award, made by Sport Northern Ireland, there will normally be a three-month notice period of the reduction. During this period, we shall develop, obtain Sport Northern Ireland's agreement to, and implement a recovery plan aimed at improving our performance; Without prejudice to any other rights or remedies Sport Northern Ireland may have, Sport Northern Ireland may decide at the end of this notice period that:
  - 4.6.1 Our Project Measures shall be reduced in future years;
  - 4.6.2 Any of our funded activities and associated Eligible Expenditure shall be stopped, reduced, or altered;
  - 4.6.3 Our Award shall be paid more frequently than profiled (and each payment reduced proportionally); and/or
  - 4.6.4 New activities shall be commenced, or activities may be discontinued or changed.
- 4.7 Where we are dissatisfied with a funding decision Sport Northern Ireland has taken in relation to any funding reductions determined under this clause, we may appeal the decision in accordance with the provisions of the Funding Decisions Review Process as set out in Sport Northern Ireland's Review Procedure, which can be found on the Sport Northern Ireland website.
- 4.8 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.
- 4.9 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 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.
- 4.10 We permit Sport Northern Ireland, the Department for Digital, Culture, Media and Sport, the Department for Communities, the Northern Ireland Audit Office and their

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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***

- 4.11 We will ensure that our organisation operates in an open, inclusive, and transparent manner across all areas of the sport.
- 4.12 We are committed to upholding the highest standards of governance and will implement and maintain 'Good Governance' practices. Upon request, we will provide Sport Northern Ireland (or its appointed partners) with relevant documents, policies, and procedures as evidence of compliance with our adopted Governance Code and best practice standards. This may include third-party reviews.

### ***Equality, Diversity, and Inclusion***

- 4.13 We will develop and implement policies and programmes that are **intentionally inclusive** and will maintain records to evidence the impact of these.
- 4.14 We commit to being an equal opportunities employer and to take reasonable steps to
- prevent unlawful discrimination and harassment;
  - promote a good and harmonious working environment; and
  - take lawful outreach positive or affirmative action.

### ***Annual General Meeting and Board meetings***

- 4.15 We will inform Sport Northern Ireland of the date and venue of the Annual General Meeting and will provide Sport Northern Ireland with the agenda and all related papers in advance of the meeting.

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- 4.16 We will provide Sport Northern Ireland with minutes, records and documents in reasonable time, following the Annual General Meeting and any board meetings where requested. Given the nature of Annual General Meetings (minutes not being agreed until the next AGM), we will provide Sport Northern Ireland with a summary (draft) report within 10 working days of the meeting being held.
- 4.17 Sport Northern Ireland reserves the right to attend the Annual General Meeting and any board meetings during the year.

### ***Office Bearers and Key Staff***

- 4.18 We will inform Sport Northern Ireland of all changes to the board of the organisation (or main decision-making forum if not a 'board') and to changes in key employed positions in the organisation. This should be communicated to Sport Northern Ireland as soon as possible, and within one calendar month of the changes being implemented.

### ***Project Data***

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

### ***Provision of medical support to maintain the health & fitness of athletes***

- 4.20 We will minimise the risk of not achieving Project Measures in relation to athletic performance by ensuring that provision is in place (through a medical budget or medical insurance) to expedite treatment required to enable injured athletes to return to competition as soon as possible.

### ***Reporting – Project Plan Progress Report and Meeting***

- 4.21 We will meet with Sport Northern Ireland for a progress meeting and an end of year review meeting and will attend other in-year project meetings as required. The frequency of such meetings will be determined by Sport Northern Ireland. Topics for discussion as the progress and review meetings will include:
- (a) Actual expenditure against claims and against the estimated profile of expenditure;
  - (b) Actual progress against the Project Plan;
  - (c) Risks and opportunities related to the delivery of Project Measures and compliance with the Agreement;
  - (d) Actual evidence against the delivery of Project Measures.

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Internally Sport Northern Ireland discusses each sport monthly at project boards which in turn escalate issues to a programme board if required.

### ***Workshops and Networks***

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

### ***Post-project Evaluation***

- 4.23 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 Measures 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:
- 5.1.1 Refer to Sport Northern Ireland and National Lottery (“the Supporting Body”) in all press statements and interviews for the period of the Award;
  - 5.1.2 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;
  - 5.1.3 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;
  - 5.1.4 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.
  - 5.1.5 Ensure that Sport Northern Ireland’s and the Supporting Body’s logos are visible at all press and media interviews;
  - 5.1.6 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.
  - 5.1.8 To promote Sport Northern Ireland programmes and campaigns in partnership with Sport NI, where deemed by Sport Northern Ireland to present an appropriate opportunity to do so. This will include, but is not limited to, the **‘Be Seen, Be Heard, Belong’** campaign.
- 5.2 We must give Sport Northern Ireland, in writing to [comms@sportni.net](mailto: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.



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- 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 athletes 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 each Project Measure;
  - 5.6.2 Comments about Sport Northern Ireland's view on our performance;
  - 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 Governing Bodies of Sport 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 Commencement Date against written claims in Sport Northern Ireland's standard form.
- 6.2 We shall identify a nominated bank account for the Award, and we will be able to show income and expenditure specifically relating to the Award.
- 6.3 Sport Northern Ireland will make payments to the bank account previously identified for those sports that have been in receipt of 'Sports System Investment – Governing Bodies' in 2024-25, unless otherwise advised in writing. Sports not previously in receipt of SSI-GB payments, or that have changed/wish to change bank accounts, will identify their nominated bank account to Sport Northern Ireland. We note that Award payments to us by 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 Where we are in receipt of funding from two or more Sport Northern Ireland programmes, one bank account is sufficient, providing that our accounts have a separate Cost Code for the Sport Northern Ireland Programme and related expenditure.
- 6.5 We will take part in Sport Northern Ireland's Financial Systems and Controls Assessment (FSCA), when requested, in order to arrive at a risk rating, which will be used by Sport Northern Ireland to determine the level of vouching and verification to be undertaken during the Term of the Award. Once agreed, the FSCA will be uploaded onto the Government Funding Database and the risk rating for the organisation updated. The FSCA is completed for an organisation, not per programme. Where Sport Northern Ireland funds one organisation through multiple programmes, one FSCA is sufficient. The FSCA is valid for three years before a new FSCA is required.

Where considered appropriate by Sport NI, a Financial Control Statement (FCS) may be used in place of an FSCA. Only organisations considered as being 'Robust' (see 6.7 below) shall be considered for this. An FCS must be renewed annually.

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6.6 We note that our risk rating will be kept under review by Sport Northern Ireland during the Term of the Award. Sport Northern Ireland reserves the right to withhold funding where submitted claims are deemed to be below standard.

6.7 The risk rating allocated to us will determine the level of vouching undertaken by Sport Northern Ireland. Risk ratings are categorised as follows:

**ROBUST** (strong systems of governance) –

During the Award period, Sport Northern Ireland will select a sample size of 10% (from the total Sport Northern Ireland investment received by us) and request us to submit the relevant original documentation.

**ADEQUATE** (those whose systems require improvement but are fit to handle public funds) - Sport Northern Ireland will undertake 100% vouching to original invoices and reconcile all transactions to bank statements. Once the budget claim is expended, we should submit to Sport Northern Ireland the relevant original documentation for vouching, along with a further budget claim.

Organisations deemed 'Adequate' should review the recommendations made during the FSCA process to bring their systems up to a 'Robust' standard.

Where an **FCS** is in operation, no vouching of documentation to support actual claims submitted is required. However, Sport Northern Ireland retains the right to inspect any records pertaining to its revenue grant funding of your organisation at any time and without prior notice having been given.

6.8 Sport Northern Ireland will only accept digital versions of the signed Budget and Actual claim forms, which are submitted with a trail of two emails (i.e., from two authorised individuals) confirming approval of these forms.

6.9 All claims must be vouched by Sport Northern Ireland in line with the risk rating, and meet Sport Northern Ireland's satisfaction including, but not limited to the following: invoices, reports of cheque and BACs payments, copy bank statements/e-banking documentation and procurement documentation.

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- 6.10 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.
- 6.11 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 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:

Value (exclusive of VAT)	Procedure
Up to £10,000	Provide evidence that 2 prices have been sought, where this is possible**
£10,000 to £50,000	3 written quotations are sought, where this is possible**
£50,000 to UK Thresholds*	Advertise on eTendersNI
Above UK Thresholds*	Advertise on eTendersNI and Find a Tender service


Our policies and procedures regarding procurement shall reflect Procurement Policy.

- 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

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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  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 Within the statutory time limit for filing annual accounts, or as soon as they are publicly available (whichever is the earlier), submit to Sport Northern Ireland the final accounts for each year that the Award was received, containing a certification by the auditor that they have examined our books and records and in their opinion the Award has been expended in accordance with the terms of the offer of the Award, or signed accounts which have been prepared by a CCAB recognised accountant or firm; and

7.5.3 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 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 March 2026. 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

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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.

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.

### ***Anti-Doping***

7.11 We hereby agree to be bound by, and comply with, the World Anti-Doping Code and the respective National Anti-Doping Organisation (UK Anti-Doping or Sport Ireland) Anti-Doping Rules and/or Policy, as described in this Agreement.

7.12 We and Sport Northern Ireland acknowledge and agree that:

7.12.1 the recipient's eligibility for receipt of any public funding or publicly funded benefits from Sport Northern Ireland (including but not limited to the Award) is strictly subject to and conditional upon our sport abiding by the spirit and terms of the World Anti-Doping Code and the acceptance and ongoing compliance with the anti-doping requirements of the Government of Ireland and/or the UK Government.

7.12.2 this Agreement shall give full force and effect to the National Anti-Doping organisations' (NADO) Rules and/or National Anti-Doping Policies and to the extent that breach or non-compliance, gives rise to rights and/or remedies on the part of Sport Northern Ireland. Those rights and remedies shall be deemed incorporated into this Agreement as if set out here in full. Without prejudice to the foregoing, the recipient's breach of, or non-compliance with, any part of the NADO's Rules and/or National Anti-Doping Policies shall be deemed a material breach of this Agreement.

7.12.3 determination of the recipient's breach or non-compliance with any part of the National Anti-Doping Organisations' (NADO) Rules and/or National Anti-Doping Policies shall be determined solely in accordance with the process set out within the NADO's Rules and Policies. The recipient agrees to any relevant information being provided to Sport Northern Ireland by the NADOs (upon request from Sport Northern Ireland) for the purposes of monitoring compliance and/or enforcing the



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rights of Sport Northern Ireland in relation to a material breach of this Agreement. Any breach of this Agreement will trigger the powers, rights and remedies set out in the Agreement.

### ***Insurance***

7.13 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***

7.14 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.

7.15 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.

7.16 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.

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

**Confidentiality, Freedom of Information and Data Protection**

- 7.18 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.
- 7.19 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.
- 7.20 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.
- 7.21 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 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

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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.
- 8.2.4 **Recognition.** We no longer meet Sport Northern Ireland's recognition criteria and Sport Northern Ireland has taken the decision to remove us from Sport Northern Ireland's List of Recognised Governing Bodies of Sport.
- 8.2.5 **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);
- 8.2.6 **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;

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- 8.2.7 ***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;
- 8.2.8 ***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.
- 8.2.9 ***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).
- 8.2.10 ***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.
- 8.2.11 ***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 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

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- 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.
- 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 one or more of the Project Measures, Sport Northern Ireland may, in its absolute discretion, reduce the amount of the Award allocated to achieve the Project Measures in future years by a percentage appropriate to the Project Measures not achieved or the element of the

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Project Measures not achieved. Sport Northern Ireland may consider, without limitation and at its absolute discretion, the following factors in deciding whether to reduce and/or defer the reduction to the Award:

- 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 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.



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- 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 are committed to upholding the highest standards of governance and will implement and maintain 'Good Governance' practices
- 9.10 We will use the Award with due regard to regularity and propriety.
- 9.11 We are and will remain throughout the Term a fit and proper recipient of public funds.
- 9.12 We have established and will maintain throughout the Term appropriate management arrangements and financial procedures governing its use of the Award.
- 9.13 We will use the Award economically, efficiently, and effectively; and
- 9.14 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 Where we are VAT registered, claims shall be made net of VAT and we must provide Sport Northern Ireland with a copy of our VAT registration documentation upon request.
- 10.7 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***

- 10.8 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.
- 10.9 Save as otherwise provided herein, this Agreement may not be amended except by written agreement signed by us and Sport Northern Ireland.

### ***Third Parties***

- 10.10 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***

- 10.11 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.