

STANDARD TERMS AND CONDITIONS OF GRANT AWARD

1. Definitions:

- 1.1. In these Conditions the following expressions have the following meanings unless the context requires otherwise:

Acknowledgement Guidance means the acknowledgement and brand guidelines as may be provided to the Grantee by the Foundation from time to time, the current guidelines being set out in Appendix 1 and 2.

Agreement means the legally binding agreement comprising the Application, the Offer Letter, and these Conditions

Application means the Grantee's application for funding referred to in the Offer Letter, as amended by agreement with the Foundation

Conditions means these Standard Terms and Conditions of Grant Award

Foundation means The Henry Moore Foundation, a company (no 01255762) and registered charity (no 271370) whose registered office is at Dane Tree House, Perry Green, Much Hadham, Hertfordshire, SG10 6EE

Grant means the grant offered in the Offer Letter

Grantee means the person (whether an individual or legal entity) to whom the Grant is offered

Offer Letter means the letter from the Foundation to the Grantee, to which these Conditions are attached

Product means any product, work, asset, material, content or other output or item of value in whatever form (including digital form) whose creation or acquisition is envisaged in the Application and has been funded in whole or part by the Grant

Product Disposal Period means three years from the completion of the Project

Project means the project described in the Application

2. General

- 2.1. The Grantee must accept the offer of a Grant **within three (3) months** of the date of the Offer Letter by digitally signing the Offer Letter and the Conditions in their Henry Moore Flexi-Grant Online Account. If the Grantee does not accept the offer of the Grant in accordance with these requirements, the offer will automatically lapse and the Foundation will have no obligations to the Grantee in relation to the Grant.
- 2.2. The Grantee must use the Grant to pay for all or part of the Project, as described in the Application, and for no other purpose without the Foundation's prior written consent.
- 2.3. The Grantee warrants that, on the date of the Application, and on the date that the Grantee accepts the offer of the Grant, the contents of the Application were true, accurate and, to the best of the Grantee's belief, complete.

- 2.4. If the delivery of the Project is materially different (for example as to key participants or outcomes) from the description in the Application, the Grantee must immediately inform the Foundation. The Foundation may, at its discretion, approve a variation to the Project and the amount of Grant.
- 2.5. The Grantee will ensure that the Foundation receives invitations to exhibition openings and events relating to the Project for circulation to the Foundation's Trustees and Staff.

3. Acknowledgements

- 3.1. The Grantee must ensure that the support of the Foundation is acknowledged in accordance with the Acknowledgement Guidance in any printed or online material relating to the Project (including, without limitation, display labels, catalogues and web pages), whether issued by the Grantee or another person. The Grantee will draw this requirement to the attention of any such third party.
- 3.2. If the amount of the Grant is or exceeds Ten thousand pounds (£10,000) the Grantee will send to the Foundation all drafts of any press releases in advance of publication and will take account of the Foundation's comments.
- 3.3. If the Grantee is an organisation, it will acknowledge receipt of the Grant in its annual report and accounts for the year in which the Grant was received.
- 3.4. The name and logo of the Foundation are trade marks, and HENRY MOORE is a registered trade mark of the Foundation. The Grantee may not use those trade marks other than in accordance with the Acknowledgement Guidance without prior written consent from the Foundation.
- 3.5. Links made to the Foundation's website in accordance with the Acknowledgement Guidance must not falsely portray any endorsement or affiliation between the Foundation and Grantee.

4. Reports and records

- 4.1. The Grantee must submit the following materials to the Foundation's Grants Administrator in advance of the Project's start date:
 - 4.1.1 three (3) images of professional quality and high resolution suitable for print and online reproduction (in JPEG not less than 300 DPI or in such other format and resolution as the Foundation specifies), one or more of which may be used at any time to refer to the Project (or Product, as the case may be) on the Foundation's website and in printed or online reports of grants awarded by the Foundation;
 - 4.1.2 full copyright and reproduction permissions in writing sufficient to allow the uses described in Condition 4.1.1.
- 4.2 The Grantee must submit interim reports, if required by the Offer Letter, to the Henry Moore Flexi-Grant Online Account, by the deadline(s) set out in the Offer Letter.
- 4.3 The Grantee must submit the following materials to the Henry Moore Flexi-Grant Online Account within three months of completion of the Project:
 - 4.3.1 the fully completed Foundation's Evaluation Report Form;

- 4.3.2 a Project summary for the Foundation's website of no more than 200 words providing a synopsis of what the Grant was awarded to support and the achievements and benefits of the Project for the Foundation to describe the Project on its website and in its public reports;
- 4.3.3 one copy of the exhibition catalogue/publication to be sent to
The Librarian, Henry Moore Institute, The Headrow, Leeds LS1 3AH; and
- 4.2.4 if the Grantee is an organisation, a copy of its annual report that refers to the Project.
- 4.4 The Grantee shall retain copies of accounts, receipts and records of expenditure of the Grant for a period of no less than twelve (12) months after completion of the Project, and shall make these available to the Foundation or its authorised representatives upon request.

5 Grant Monies and Payments

- 5.1 The Grantee must claim the Grant **within three years** of the date of the Offer Letter. Any amount not claimed by the deadline will be forfeited.
- 5.2 The Foundation will pay the Grant to the Grantee at the time set out in the Offer Letter provided that the Grantee:
 - 5.2.1. has fully complied with these Conditions;
 - 5.2.2. has provided confirmation of any additional funding required for the Project to proceed; and
 - 5.2.3. has provided its bank account details.
- 5.3 The Foundation will pay the Grant by BACS or by international bank transfer into a bank account held in the name of the Grantee as stated in the Offer Letter only. Payments will not be made to any other party.

6 Unspent Grant

- 6.1 The Grantee shall return any part of the Grant that is unspent on completion of the Project (or the date on which it would have been completed) to the Foundation unless the Foundation agrees otherwise.

7 Termination and repayment

- 7.1 The Foundation reserves the right to terminate the Agreement, withhold or cancel the Grant, and/or require the Grantee to repay all or part of the Grant if:
 - 7.1.1 the Grantee fails to comply with any of the Conditions or other terms of the Agreement (or, if the Foundation determines in its sole discretion that such non-compliance is remediable, fails to comply within thirty (30) days of a notice from the Foundation requiring the said non-compliance to be remedied);
 - 7.1.2 any of the information provided by the Grantee is false or misleading;

- 7.1.3 the Grantee, being an organisation, is unable to pay its debts, ceases to carry on business or is the subject of any insolvency proceeding or goes into administration, receivership or liquidation;
 - 7.1.4 the Grantee uses all or any of the Grant to support any personal or private benefit unless incidental and proportionate;
 - 7.1.5 the applications for additional funding as set out in the Application are not successful or if the Project is otherwise not fully funded.
- 7.2 In addition to the Foundation's rights under Condition 7.1, the occurrence of any of the circumstances described in Conditions 7.1.1 to 7.1.3 may (at the Foundation's discretion) result in any future applications from the Grantee being rejected for a period of at least 24 months.

8 Sale of Product

- 8.1 The Grantee may not sell or dispose of any Product within the Product Disposal Period without the prior written consent of the Foundation.
- 8.2 If the Grantee wishes to sell or dispose of any Product it shall as soon as reasonably possible:
- 8.2.1 notify the Foundation of its intention to do so in writing;
 - 8.2.2 supply any agreed applicable terms of sale or disposal;
 - 8.2.3 provide details of any proceeds of sale or disposal.
- 8.3 The Foundation may require the Grantee to pay to the Foundation (at its discretion and on notice served on the Grantee) within 30 days of any such demand, a proportion of the Product's sale proceeds, equal to the proportion which the Grant bore to the cost of creating or acquiring the Product.

9 Intellectual property

- 9.1 To avoid any doubt, the Foundation lays no claim to any intellectual property in the Project or the Product.
- 9.2 The Grantee undertakes to the Foundation that the Foundation's use of any materials supplied by the Grantee for the purposes described in Conditions 4.1.2 and 4.3.2 will not infringe the intellectual property rights of any third party.

10 Data protection

- 10.1 The Foundation's Privacy Policy, available [here](#), shall apply to the Grant.

11 Insurance

- 11.1 The Grantee shall effect and maintain with a reputable insurance company a policy or policies in respect of all risks arising out of the Grantee's performance of the Agreement, including death or personal injury, loss of or damage to property or any other loss.
- 11.2 The Grantee shall (within seven days of any request) supply to the Foundation a copy of such insurance policies and evidence that the relevant premiums have been paid.

12 Liability

- 12.1 The Foundation accepts no liability for any consequences, whether direct or indirect, that may result from the Project, the use of the Grant or from withdrawal of the Grant. The Foundation's liability under this Agreement is limited to the payment of the Grant.

13 Miscellaneous

- 13.1 The Grantee may not, and shall not purport to, assign or transfer the Grant or this Agreement (or any part of it) without the prior written consent of the Foundation.
- 13.2 No variation to the Agreement will be of any effect unless confirmed in writing and signed by the Director or Chief Operating Officer of the Foundation. No failure or delay by either party to exercise any right or remedy under the Agreement shall be construed as a waiver of any other right or remedy.
- 13.3 If there is any inconsistency between the terms of the Offer Letter and the Conditions, the Offer Letter takes precedence.
- 13.4 The Offer Letter, Conditions and Application together set out the entire agreement and understanding between the Grantee and the Foundation.
- 13.5 Nothing in the Agreement confers any rights upon any person or entity other than the Foundation and the Grantee or is intended to confer on any person or entity any right to enforce any term of the Agreement which that person or entity would not have had but for the Contracts (Rights of Third Parties) Act 1999.
- 13.6 The validity, construction and performance of and any dispute or claim arising out of or in connection with the Agreement (including non-contractual disputes or claims) shall be governed by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

To confirm acceptance of the Offer Letter and these Conditions, please digitally complete and sign the Offer Letter and these Conditions where indicated.

Signed by, or in the case of an organisation a duly authorised signatory, on behalf of, the Grantee:

Print name: _____

Name of organisation: _____

Title of Project: _____

Date: _____

HOW TO ACKNOWLEDGE A GRANT

When you receive a Grant from The Henry Moore Foundation, the Recipient is required to acknowledge the financial support in the following ways:

In the exhibition or project space:

- display the logo of the Henry Moore Foundation
(available from www.henry-moore.org/grants/downloadable-resources)

In all printed, online and other digital forms of press, media and publicity materials:

- display the logo of the Henry Moore Foundation on the project press release, publicity handouts, advertisements, invitations, catalogues, poster, guides, banners and any other printed and online material.
- Please use the logo on the main web page dedicated to your project and include a hyperlink to the Henry Moore Foundation's website homepage www.henry-moore.org
- Please credit the Henry Moore Foundation in all social media communications relating to your project. Twitter: @HenryMooreFDN Instagram: @HenryMooreFDN #HENRYMOOREGRANTS

Please refer to the Logo Guidelines attached at Appendix 2.

(Also available from www.henry-moore.org/grants/downloadable-resources).

Approvals: All use of logo must be approved by a member of the Marketing and Communications team.

Please email proposed use of the Foundation logo, *at least three weeks in advance of your print or publishing deadline*, for approval to either:

Emily Dodgson, Head of Marketing and Communications emily.dodgson@henry-moore.org

Alison Parry, Marketing & Communications Manager alison@henry-moore.org

Please allow five working days for approval.

For further information or assistance regarding use of our logo or promotion of your project on the Foundation's website, please contact Emily Dodgson, Head of Communications, emily.dodgson@henry-moore.org or Alison Parry, Marketing & Communications Manager alison@henry-moore.org

FAILURE TO ACKNOWLEDGE GRANTS WILL RESULT IN FUTURE APPLICATIONS BEING REJECTED FOR 24 MONTHS.

Henry Moore Foundation Logo guidelines

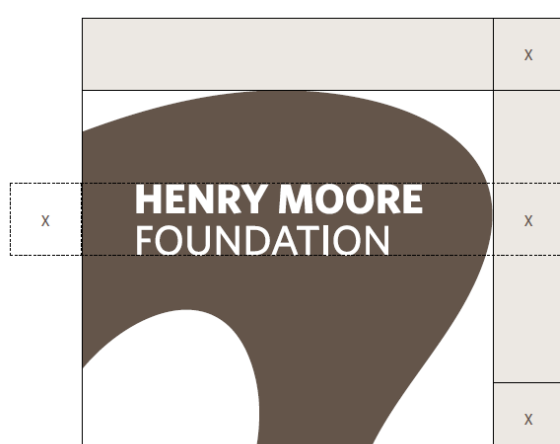
1. Never attempt to reproduce or recreate the logo. Only use the digital artwork supplied.
2. Our white our and mono logos may be at 3 levels of opacity. These are set to 25%, 80% and 100%. Please do not use the logo at other opacity levels. Never adjust the opacity of the type in the logo. This should always remain highly visible and must contrast with the colour of the masterbrand logo form. The colours must be chosen to ensure that the logotype is clearly legible against the background. Select the type in either black or white.

3. **The minimum size for our logo is 20mm wide.**

For consistency across applications, we recommend that you follow the following logo size guide.

- A1 168mm wide
- A2 120mm wide
- A3 86mm wide
- A4 62mm wide
- A5/DL 50mm wide

4. Please ensure that the logo has enough space around it to maximise its visual presence. It is vital that the logo is surrounded by an area of clear space and is not obscured or crowded by other elements. We recommend that the space surrounding the logo is equal to the height of the text contained within the logo. As illustrated below:



5. The brand logo will sometimes appear alongside other logos, as below. Ensure it has sufficient breathing space with other logos on the page. The relative size of the logo may vary according to its relationship with other logos on the page. Please remember that the minimum logo size is 20mm.



Linklaters



6. Do not

- Change the colours of the brand logo
- Crop the brand logo
- Use effects on the brand logo
- Alter the text in the brand logo
- Keyline the brand logo
- Use the brand logo at an angle
- Create your own brand logo
- Adjust the opacity levels of the type

