

## Standard Terms and Conditions of Healthy Lungs for Life grant funding

**1. By submitting a Healthy Lungs for Life grant application, the organisation/individual named in the application (referred to as “you” in these Terms and Conditions) agrees, if awarded a grant, to:**

1.1. hold the grant on trust for Healthy Lungs for Life (referred to as ‘we’ or ‘us’) and use it only for your project as described in your application or otherwise agreed with us, and only for expenditure incurred after the date of your grant acceptance;

1.1.1. Should you wish to make any changes to the agreed project, you MUST contact us before doing so. (See contact details at the end of this document)

1.1.2. Should you apply and/or receive any funding in addition to that which you declare on your application, you should inform the Healthy Lungs for Life team

1.2. provide us with any information and reports we require about the project and its impact, both during and after the end of the project;

1.3. act lawfully in carrying out your project in accordance with best practice and guidance from your regulators, your local and national laws and follow any guidelines issued by us about the project or use of the grant;

1.4. let us know promptly about any fraud, other impropriety, mismanagement or misuse in relation to the grant;

1.5. if your grant is provided before your project, you should hold the grant in the bank or building society agreed in your application;

1.6. return any part of the grant that is not used for your project;

1.7. where your project involves working with children, young people or vulnerable adults, adopt and implement an appropriate written safeguarding policy, obtain written consent from legal carers or guardians and carry out background checks for all employees, volunteers, trustees or contractors as required by law or our guidelines;

1.8. work with the allocated member of our team to share evidence, data and learning. This will include taking part in the following evaluation activities:

- a short survey about your experience of the ELF’s service to you (customer satisfaction)
- an end of grant report survey, this will include questions on: the number and type of activities you’ve run using the funding, the number of beneficiaries reached due to the funding, number of volunteers mobilised due to the funding, the difference the funding made, what you achieved, who you worked with and feedback from your volunteers and/or participants about their experience.
- a smaller sample of grant holders will be invited to take part in more in-depth, qualitative research

1.9. acknowledge that we may carry out post-grant assurance checks to ensure that grants have been spent in accordance with these terms and conditions and we may contact you about this after the grant has been made or spent;

1.10. comply with European and your local data protection laws;

1.11. keep accurate and comprehensive records about your project both during the project and for three years afterwards. Provide us with copies of those records and evidence of expenditure of the grant, such as original receipts and bank statements, if requested by us;

1.13. you agree to us publicising and sharing information about you and your project including your name and images of project activities. You hereby grant us a royalty free licence to reproduce and publish any project information you give us. You will let us know when you provide the information if you don't have permission for us to use it in this way;

1.14. all communications with us must be in English. Your level of ability to speak English is not part of the assessment criteria but you must be able to communicate with us in this way, including providing basic translations of any materials / publications you plan to use;

1.15. keep to the communications plan you set out within your application;

1.15.1. acknowledge the funding within 14 days of acceptance via social media/website posts, using the promotional materials provided and on all materials about the project;

1.15.2. provide regular communications to your audiences about the project;

1.15.3. we reserve the right to ask you to remove/amend any communications we deem detrimental to the image and reputation of our organisation;

1.15.4. all marketing, promotional and communication resources you create must be approved by the Healthy Lungs for Life team before you disseminate them and must contain acknowledgment of Healthy Lungs for Life;

1.15.4. we would like to see pictures of people taking part in your project. However, please ensure you obtain the appropriate consent from individuals involved.

**2. You acknowledge that we are entitled to suspend or terminate the grant and/or require you to repay all or any of the grant in any of the following situations. You must let us know if any of these situations have occurred or are likely to occur:**

2.1. You use the grant in any way other than as approved by us or fail to comply with any of these Terms and Conditions.

2.2. You fail to make good progress with your project or are unlikely in our view to complete the project or achieve the objectives agreed with us.

2.3. You provide us with false or misleading information either on application or after award of the grant, act dishonestly or are under investigation by us, a regulatory body or the police, or if we

consider for any other reason that public funds are at risk or you do anything to bring us or the Healthy Lungs for Life brand or funding into disrepute.

2.4. You enter, or in our view are likely to enter, administration, liquidation, receivership or dissolution.

2.5. You receive any grant money incorrectly either as a result of an administrative error or otherwise. This includes where You are paid in error before You have complied with your obligations under these terms and conditions and Offer Letter. Any sum, which falls due under this paragraph shall fall due immediately. If the You fail to repay the due sum immediately, or as otherwise agreed with us, the sum will be recoverable summarily as a civil debt.

### **3. You acknowledge that:**

3.1. the grant is for your use only and we may require you to pay us a share of any proceeds from disposal of assets purchased or enhanced with the grant;

3.2. we will not increase the grant if you spend more than the agreed budget;

3.3. the grant is not consideration for any tax benefits in your country;

3.4. we have no liability for any costs or consequences incurred by you or third parties that arise directly or indirectly from the project, nor from non-payment or withdrawal of the grant, save to the extent required by law;

3.5. these terms and conditions will continue to apply for one year after the grant is paid or until the project has been completed or until post-grant assurance activities have been completed, whichever is later;

3.6. where the application and grant award are made electronically, the agreement between us shall be deemed to be in writing and your online acceptance of these Terms and Conditions shall be deemed to be a signature of that agreement.

### **4. These are the contact details you need to seek approval and/or seek support:**

4.1. Project plans, including proposed changes to activities – Katherine Wylie  
([katherine.wylie@europeanlung.org](mailto:katherine.wylie@europeanlung.org));

4.2. Marketing and promotional materials, including social media posts – Jess Denning  
([jessica.denning@europeanlung.org](mailto:jessica.denning@europeanlung.org));

4.3. Financial – Jo Abdy ([joanne.abdy@ersnet.org](mailto:joanne.abdy@ersnet.org));

4.4. myERS – Alice Gannon ([alice.gannon@europeanlung.org](mailto:alice.gannon@europeanlung.org))