

Ken Fraser  
Racial Equality Unit  
Block 5, Knockview Buildings  
Stormont Estate  
BELFAST BT4 3SL  
Phone 028 9052 2615

---

XXXXXX  
XXXXXXXX  
XXXXX  
XXXXX  
XXXXX

April 2010

Dear XXXXXX

**MINORITY ETHNIC DEVELOPMENT FUND – FUNDING FOR THE PERIOD 1  
APRIL 2010 – 31 MARCH 2011**

**Preliminary**

1. I am pleased to inform you:
  - (a) that the application by XXXXXX for assistance dated XXXX 2009 in respect of funding as detailed in your application and supporting documentation has been approved subject to the conditions detailed in this letter; and
  - (b) that the Office of the First Minister and deputy First Minister ('the Department') acting through the Racial Equality Unit is prepared to make available to XXXXXXXX ('the Applicant') Financial Assistance not exceeding [£X] in 2010/11 for the period towards the cost of the project as hereinafter defined.

**2. Definition of Words and expressions used in this Letter**

'the Applicant' means XXXXXXXX

'the Bank Facilities' means bank facilities afforded to the Applicant, expressly for the limited purposes of the project.

'the Department' means the Office of the First Minister and deputy First Minister.

'Financial Assistance' means the Financial Assistance specified in Paragraph 4 of this letter or any part or parts thereof as the case may be.

'the Project' means the project particulars of which are set out in the Applicant's application for Financial Assistance, subject to the conditions detailed at Paragraph 6 of this Letter of Offer.

### 3. **Payment of Financial Assistance**

- (i) Subject to the terms and conditions set out in this letter, the Department (OFMDFM) shall be responsible for payment of the following:

2010/11 – [£XXXXX]

Financial Assistance will be paid as detailed in the attached schedule.

- (ii) Payment of the Financial Assistance shall be made into a designated bank account number XXXXXXXX (Sort Code: XX-XX-XX) with the XXXXXX Bank Ltd, XXXXX, XXXXX as approved by the Department and any sums in respect thereof received by the Applicant shall be applied by the Applicant firstly in discharging the bank facilities except where the sum is paid to the Applicant for a specific purpose.
- (iii) Any approval of expenditure for the purposes of this letter shall be at the absolute discretion of the Department.
- (iv) The Applicant shall provide the Department with such further information and clarification in relation to any claim as the Department may from time to time request.
- (v) The information provided on grant claims may be made available to other Departments/Agencies for the purposes of preventing or detecting crime.
- (vi) Financial assistance will be paid in arrears on receipt of a certified claim giving details of expenditure incurred. Claims should be vouched by supporting documents.

#### 4. **General Conditions**

For so long as the Applicant is under any liability to the Department under the terms of this letter, the Applicant shall:

- (i) only seek financial assistance with respect to costs specifically attributable to the project.
- (ii) not seek or make application for any Financial Assistance from any other Government Department, public body or agency in respect of expenditure for which Financial Assistance is or may become payable under the terms of this letter without the written approval of the Department;
- (iii) maintain its records (financial and otherwise) in such a way as to identify clearly all expenditure and income related to the Project;
- (iv) furnish the Department with such information in relation to the organisation and management of the Project as the Department may from time to time require;
- (v) provide the Department with such documents, information and papers relating to the Project as the Department may from time to time request and afford the Department, its servants or agents, such facilities for the purpose of inspecting the Project and all invoices, receipts, accounting records and any other documents in relation to expenditure of the Financial Assistance as the Department may from time to time require for audit purposes;
- (vi) ensure that any original vouchers and documents relating to expenditure on the project shall be retained for a period of seven years following the last payment of Financial Assistance in relation to the projects;
- (vii) produce for the Department every 6 months in relation to the project and any monitoring and evaluation information requested from time to time by the Department;
- (viii) notify the Department in advance of any proposed change in its status or management;
- (ix) not alter or vary its Memorandum and Articles of Association without the prior written consent of the Department;

- (x) maintain in good condition all property, equipment, machinery, furniture, fixtures and fittings and assets of every kind owned or used by the Applicant in connection with the Project;
- (xi) provide the Department with copies of every annual statement of account of the business of the Applicant in which the Financial Assistance from the Department is identified, certified by an independent member of a recognised professional accountancy body, not later than six months after the end of the year to which the statement relates;
- (xii) insure and keep insured the Project and all assets associated with it against all risks appropriate to the business of the Applicant including public liability;
- (xiii) indemnify the Department against all actions, proceedings, cost, claims, demands and liabilities whatsoever arising from all or any activities associated with the Project.

## **5. Repayment of Financial Assistance on Default**

- (i) If:
  - (a) the applicant fails to comply with any of the terms and conditions contained in this letter of offer and any such breach is incapable of remedy or if capable of remedy remains unremedied for more than thirty days after written notice by the Department;
  - (b) an administration order is made in relation to the Applicant;
  - (c) an order is made, or an effective resolution is passed for the winding-up of the Applicant; or a receiver (including an administrative receiver) is appointed over all or any of the property of the Applicant;
  - (d) the Applicant ceases to carry on its business or substantially the whole of its business otherwise than by way of temporary cessation of business;

- (e) the Applicant is unable to pay its debt within the meaning of Article 103 of the Insolvency (NI) Order 1989 or any statutory modification or re-enactment thereof;
- (f) any information given to the Department by or on behalf of the Applicant in connection with the application for Financial Assistance or otherwise in connection with the purpose or contents of this letter is found to be false or misleading or there has been a failure to disclose any material fact which would have had a bearing on the Department's consideration of the application;

then on the happening of any such event or events the Department shall be under no obligation to make any payment or further payment of the Financial Assistance and the Applicant shall forthwith on written demand by the Department repay to the Department the full amount of the Financial Assistance made to the Applicant hereunder, or such lesser amount as the Department at its discretion may determine;

- (ii) In the event that the Department has made a written demand under sub-paragraph (i) above for repayment, the Department shall be entitled to interest on the amount due from the date thirty days after the date of the written demand until payment, at 50% of the combined rate of the Northern Bank base rate from time to time in force plus 2% per annum (Current base rate +2%) x 50% = interest rate payable.
- (iii) Any failure, delay or omission by the Department to exercise any right or remedy to which it is entitled by virtue of this paragraph shall not be construed as a waiver of such right or remedy.

## 6. **Other Conditions**

- (i) The Applicant shall not without the prior written consent of the Department transfer any of its rights or obligations under this letter.
- (ii) The Applicant shall give reasonable publicity to the support of the Department for the Project, and shall consult the Department about any publicity or public announcements associated with the Project; the Department reserves the right to publicise details of the Financial Assistance. The Applicant confirms that the Department will be mentioned in any publicity associated with the Project.
- (iii) Any letter, notice or demand by the Department shall be sufficiently served on the Applicant if it is delivered by hand or left at the

Applicant's last known address or sent by post addressed to the Applicant at that last known address.

- (iv) The Department accepts no responsibility or liability for the staff employed on the Project. The Applicant shall be the employer of staff required for the Project and shall be responsible for all matters in connection with their employment. The applicant shall comply with the requirements of all EC Directives and legislation from time to time in force relating to working conditions, health and safety at work etc. The Applicant shall comply with the requirements of the Sex Discrimination (NI) Orders 1976 and 1988, the Fair Employment and Treatment (NI) Order 1998, the Race Relations (NI) Order 1997, the Disability Discrimination Act 1995, and any enactments amending, extending or replacing the same.
- (v) The Applicant shall ensure that all facilities used in the operation are open to the general public on terms equal to those applicable to any other person or body and shall ensure that the facilities are advertised only on that basis.
- (vi) No aspect of the Project being funded shall be party political in intention, use or presentation.
- (vii) There are indications of additional pressures and possible reductions in Core, Project and Programme monies in future years. Therefore payment of financial assistance under this letter of offer provides no guarantee that funding levels can be increased or maintained in subsequent years of any anticipated future funding arrangement.
- (viii) This letter is issued in duplicate and if the Applicant is prepared to accept the foregoing offer on the terms and conditions stated, the form of acceptance appended hereto should be completed on the original of this letter and returned to the Department.
- (ix) The offer contained in this letter may be deemed to have been withdrawn if it is not accepted within one month of the date of this letter.

Yours sincerely

Ken Fraser  
**RACIAL EQUALITY UNIT**

## FORM OF ACCEPTANCE

The Applicant being the organisation referred to in the attached Letter of Offer hereby acknowledges that the Project is dependent upon and could not proceed without the Financial Assistance being made available by the Department upon the terms of the Letter of Offer and hereby concur in and accept the said offer of assistance upon and subject to the terms and conditions stated herein and in this acceptance thereof.

The applicant agrees that the Inland Revenue can supply any information pertaining to the tax affairs of this group/organisation to the Office of the First Minister and deputy First Minister to assist with the audit of this grant.

Dates this the ..... Day of .....

On behalf of XXXXXXXX

Signature..... Position held .....

Signature..... Position held .....

This Form of Acceptance should be signed by authorised representatives of the Applicant (ie authorised Directors).

**Note:**

The information provided in connection with this application may be made available to other departments/agencies for the purpose of preventing or detecting crime.

Your attention is drawn to Article 66 of the Fair Employment and Treatment (NI) Order 1998 which provides that a Northern Ireland Department may refuse to give to any unqualified person any financial assistance to which the Article applies or, where it has given or agreed to give such assistance to any unqualified person, refuse or cease to make any payments to him in pursuance of the assistance.

**SCHEDULE**

**XXXXXXX**

**MINORITY ETHNIC DEVELOPMENT FUND 2010/11**

	<b>2010/11</b>
<b>SALARY COSTS</b>	<b>£</b>
<b>SUPPORT COSTS</b>	<b>£</b>
<b>TOTAL</b>	<b>£</b>

**ALL CLAIMS FOR EXPENDITURE MUST BE SUPPORTED BY ORIGINAL RECEIPTS.**

**CLAIMS MUST BE SUBMITTED WITHIN AT LEAST 3 MONTHS OF INCURRING EXPENDITURE.**

**ANY CLAIMS SUBMITTED OUTSIDE THIS PERIOD WILL NOT BE PAID.**