NETHERLANDS INSTITUTE FOR CONSERVATION + ART + SCIENCE +

SMALL PROJECT GRANTS

Terms and conditions

Version 29 June 2020

The following conditions apply to Small Project Grants (the Grant):

1. APPLICATION OF THE GRANT

The Grant must be used only for the project you have detailed as benefitting from the Grant on your Grant application form (the Project) and for no other purpose whatsoever.

2. VAT

The Grant is not a consideration for any taxable supply for VAT purposes. You acknowledge that NICAS' obligation does not extend to paying any amounts in respect of VAT in addition to the grant. If you are registered for VAT, or you subsequently become liable to register for VAT, you must keep proper and up to date records and you must make those records available and give copies to NICAS when requested.

3. PAYMENT SCHEDULE

The Grant will be paid in full upon your returning to us a signed copy of the letter of agreement along with an invoice for such amount.

4. ACKNOWLEDGING OUR SUPPORT

- 4.1 Our contribution to the Project must be acknowledged in all literature and/ or other materials generated by you to publicise and around the Project including (but not limited to) press releases, webpages, e-communications, promotional film or video, press advertisements, posters, leaflets and brochures about the Project. You will make all reasonable endeavours to ensure any partner organisations do likewise.
- 4.2. Our contribution to the Project must be acknowledged through correct use of the credit line with NICAS support and, where possible, NICAS' logo. You agree to maintain on any web pages that you host in relation to the Project a link to the dedicated project page that will be generated on nicas-research.nl. You will make all reasonable endeavours to ensure any partner organisations do likewise.

5. NAME AND LOGO

You will not use NICAS' name or logo in a way which may adversely affect the image of NICAS or cause any negative publicity or otherwise damage or injure our reputation and standing.

6. PROMOTING THE PROJECT

You agree to work with us in good faith in order to showcase and promote the Project throughout the Project Period. Such activities might include (but are not limited to); providing information and images for a dedicated project page on nicas-research.nl; giving presentations about the project during an annual Project Day and other occasions, such as the NICAS Colloquium.

7. EVALUATION AND REPORTING

- 7.1. You will provide us with regular updates on the progress of the Project throughout the term of the Project when requested. Such updates must address the aims and desired outcomes of the Project and give full financial details in relation to the ongoing costs of the Project and the application of the Grant and such other matters as we might agree between us from time to time.
- 7.2. Within 12 weeks following the end of the Project you will provide us with an evaluation report which will comprise an analysis of:
 - the final outcomes of the Project as against the initial aims and desired outcomes;
 - the challenges encountered;
 - the benefits realized:
 - a full financial analysis of the total Project costs and the application of the Grant.

8. PUBLICITY AND IMAGES

- 8.1 We each agree that all press releases, web or press copy or related publicity relating to the Project will be submitted to the other for prior approval in advance of publication. We may publicise the amount and purpose of the Grant in whatever way we think fit, although we will consult with you in advance.
- 8.2 You also agree to provide us at regular intervals throughout the Project with a representative selection of high-resolution digital images illustrating the Project. These images must be suitable for publication and copyright cleared for use by us (where copyright is owned by a third party). Where copyright is owned by you, you agree to grant us a royalty free, irrevocable licence to use the images for all NICAS purposes.

9. RESULTS

The results of the project are public unless otherwise agreed, on the understanding that the period of confidentiality, which will be set when the grant is awarded and the grant amount is decided, may never exceed five years following the end of the term of the project.

10. PERSONAL DATA

NICAS may collect your personal data, please see the NICAS personal data policy on https://www.nicas-research.nl/privacy.

11. TERMINATION

NICAS will not be liable or responsible to you for any failure to perform, or delay in performance of, any of their obligations under these conditions that is caused by events outside their reasonable control (a "Force Majeure Event"). The obligation for performance under these conditions will be deemed to be suspended for the period that the Force Majeure Event continues, and you will have an extension of time for performance of the Project, if appropriate. NICAS will each use their reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which their obligations may be performed despite the Force Majeure Event.

12. REPAYMENT OF GRANT

If any of the conditions set out in these conditions are breached in a material respect and (if capable of remedy) such breach is not remedied within 60 days, we reserve the right at our sole discretion to require that all or some of the Grant is repaid. We shall exercise this right by specifying in a notice in writing to you the amount of the Grant which is to be repaid. Any sum which is specified in the notice and is not repaid within 60 days of the date of the notice will bear interest charged on a daily basis at the then base rate of our clearing bank.