

Terms and Conditions for Administration of Grants

1. Introduction

These are the standard terms and conditions that apply to grants awarded by KR Foundation (hereinafter “the Foundation”).

If your proposal is approved, a Grant Agreement must be signed and uploaded to the Grants Portal in order to receive the grant.

The grant awarded by KR Foundation is one-off.

2. Eligibility

The grantee confirms that it is a charitable, non-profit organisation. The grantee further confirms that the grantee organisation has appropriate processes and procedures for proper management of the grant to ensure that all funds received are used only for the charitable purpose(s) intended.

3. Grantee’s responsibilities and duties

It is a condition for the grant that all activities are implemented according to all applicable laws and regulations. The grantee has the full responsibility for the planning, implementation and reporting of activities supported by the Foundation. The Foundation does not assume any liability - legal, financial or otherwise - for the activities and their accomplishment.

The grantee shall implement the grant in accordance with the 10 principle of the UN Global Compact: <https://www.unglobalcompact.org/what-is-gc/mission/principles>

The rights and obligations of the grantee as laid down in these terms and conditions cannot be assigned to a third party without the prior, written consent of the Foundation. Cooperation with partners or sub-grantees must be based on written agreements.

4. Conflict of interest

Any individual or entity related to or affiliated with the activities or grantee may not function as supplier to or beneficiary of the activities, except if explicitly described and transparent in the application to the Foundation.

5. Administration of the grant

Implementation of the activities must be carried out in accordance with the approved proposal and budget along with any other documents that formed the basis of the grant decision.

The grantee is required to inform the Foundation of any subsequent financial contributions to the activities covered by this grant. The grant will be reduced proportionately with any amount received from other sources that covers expenses included in the application.

All employees, suppliers and other beneficiaries of the activities shall be selected on the basis of objective and relevant criteria.

5.1. Budget revisions and reallocations

Funds may be reallocated between the main budget categories (i.e. between salaries and travel) by up to 10 per cent of each budget line category without prior notification of the Foundation. Deviations from the approved budget line categories by more than 10 per cent require a formal budget revision request detailing the reasons for the changes. Written approval by the Foundation is needed.

5.2. No-cost extension

If the activities have not been concluded before expiry of the grant, the grantee may request in writing a no-cost extension of the grant. Under normal circumstances an extension will be granted unless the implementation of the activities is not expected to continue to a satisfactory level.

If the activities have not been concluded before expiry of the grant period, and a no-cost extension has not been granted, the Foundation may cancel any remaining payments under the grant without further notice. Any unspent funds must be returned to the Foundation.

5.3. Release of payments

Grants will be released in annual instalments in accordance with the Payment Plan submitted by the grantee. The final 10 percent of the grant will be released upon approval of the grantee's final reporting.

Fees related to international money transfers will be split between the grantee and the Foundation.

6. Reporting

The grantee shall inform the Foundation of the progress of the activities including any deviances or significant events that may affect the implementation of the activities.

6.1. Regular reporting requirements

The grantee must submit interim progress reports no later than 3 months after each 12-month period. A final reporting package must be submitted no later than 3 months after expiry of the grant. Grants with an implementation period of 12 months or less require only final reporting. Interim and Final reports must be uploaded to the Grants Portal.

Interim reporting includes

- 1) Narrative Progress Report
- 2) Interim Financial Statement

Final reporting includes

- 1) Final Narrative Report
- 2) Summary of the Narrative Report
- 3) Final Financial Statement
- 4) Audit Statement for the Final Financial Statement
- 5) Annex: Communications Outputs

6.2. Templates and formats

Narrative reports must be prepared in the Narrative Reporting Template available in the Grants Portal.

Financial reports must be prepared in the Financial Reporting Template available in the Grants Portal and must show actual costs against budget lines in the approved budget. Financial reports must be prepared in DKK.

6.3. Extraordinary reporting requirements

The grantee must report immediately to the Foundation in the following cases:

- 1) If serious difficulties arise that may negatively impact the implementation of the activities
- 2) In cases of suspected or confirmed cases of theft, fraud, corruption, abuse, support for terrorism or other similar irregularities in the administration of the activity

Such reporting shall be in writing and indicate how the organization plans to resolve and follow up on the reported problems or irregularities.

The grantee is required to provide any extraordinary reporting requested by the Foundation.

7. VAT

The grant amount includes VAT to the extent that such was also included in the budget in the application. The grantee shall ensure that the activities to the extent possible under local law receives VAT refund or otherwise recovers or sets off VAT on goods and services purchased by the grantee. The grantee shall at request provide documentation to the Foundation that necessary action has been taken to obtain such recovery of VAT and shall provide information on the amount recovered. The grant amount shall be reduced by VAT recovered if such recovery was not anticipated in the budget. The foregoing also applies to any similar taxes paid or payable by the grantee, such as for example sales taxes.

8. Accounting and Auditing

The organization shall keep the accounting records for 5 years after completion of the activity.

8.1. Audit

The Foundation requires auditing of the Final Financial Statement for the Foundation's grant by an independent, certified auditor. The auditor shall follow generally accepted auditing standards and ensure that the final financial statement is prepared in accordance with the approved budget and the normal accounting procedures and practices used by the grantee. There is no pre-defined format for the audit report. The audit report must be submitted to the Foundation together with the final reporting package.

The Foundation covers the cost of the audit provided the cost is included in the approved budget.

9. Monitoring, evaluation and sharing of experience

The Foundation reserves the right to demand supervision, research, monitoring and evaluation of the activities using own consultants, who should at any time have unlimited access to all information. The grantee accepts to bear own costs related to presenting information and participating in meetings and in activities relating to such monitoring, research and evaluation activities as may be required by the Foundation.

The grantee shall make relevant efforts to share any important findings and results obtained through the activities. The grantee shall submit information and invitations to the Foundation with respect to relevant activities such as seminars, public presentations, etc.

10. Visibility

In all external communication the grantee must refer to the grant as given by The Foundation unless otherwise instructed by the Foundation. The grantee agrees to mention the role of the Foundation in all major announcements, public meetings, organisational webpage and written reports concerning the activities. The Foundation has the right to announce this grant in external media. The Foundation's logo can be downloaded from http://krfnd.org/download_logo/.

11. Termination of agreements and arbitration provisions

The Foundation reserves the right to withhold and cancel, if necessary, the entire grant and any remaining instalment of the grant at any time during the grant period if the grantee fails to deliver reports according to the terms and conditions of the grant, if activities appear not to be taking place in accordance with the application, or if other matters in the reasonable opinion of the Foundation seriously jeopardize the successful implementation of the activities, such as fraudulent acts, material misleading or incomplete information in the application or in reports, etc. In case the Foundation cancels the entire grant, the grant including interest and activity-related costs may be claimed back by the Foundation irrespective of whether any amount of the grant has already been paid to the grantee and utilized on activities.

The grant, the grant letter and the terms and conditions are subject to and shall be interpreted and construed in accordance with the laws of Denmark. Any disputes arising out of or in connection with the grant shall be decided by the Danish courts, which shall have exclusive jurisdiction over the matter. Notwithstanding the foregoing, the Foundation may at its discretion elect that a specific dispute shall be decided by the competent local courts at the place of the grantee's seat of business.