

## Improving Well-Being of Seniors through FUN! FUND

### Grant Terms and Conditions

The provision of funds (“**Grant**”) from the Community Foundation of Singapore (“**CFS**”) under the FUN! Fund is subject to the following Terms and Conditions (“**T&C**”). By applying for and receiving this Grant, the applicant (“**Grantee**”) agrees to abide by the stated T&C.

#### 1. SCOPE

1.1. The Grant is given on the basis of the information given in the grant application form (the “**Relevant Information**”) by the Grantee organisation named in the application form. The Grantee warrants and represents to CFS that the Relevant Information is true and accurate and not misleading both as of the date of the grant application form and as at the date hereof. Without prejudice to the foregoing, the Grantee undertakes to inform CFS in writing within 7 business days if there are material changes relating to the Relevant Information and/or proposal after notification of successful grant application.

The Grantee agrees to faithfully and diligently carry out all that is required in relation to the programme as described in the application form submitted by the Grantee (“**Programme**”), in order to ensure its successful implementation, including any stated deliverables.

1.2. The Grantee agrees to use the Grant exclusively for the approved Programme.

1.3. CFS reserves the right to decide on the final approved Grant amount to be allocated to the Programme. All decisions made by CFS are final and binding at the point at which the Grantee is notified that its grant application is successful.

1.4. The Grantee agrees to comply with the requirements of the FUN! Fund initiative and this includes site visits and audit checks by CFS when required and/or on an ad-hoc basis. Should an audit check be done, the Grantee is obligated to furnish a completed and audited Statement of Accounts (“**SOA**”) to CFS upon request. Fees for the SOA will be borne by the Grantee.

#### 2. DISBURSEMENT AND REPORTING

2.1. FUN! Fund is a community impact fund jointly established by Agency for Integrated Care (AIC) and CFS. The Fund is administered and managed by CFS.

2.2. CFS shall disburse the approved Grant in two tranches to The Grantee.

- 2.3. The first tranche will be 50% of the total approved funding quantum and the Grantee is required to submit an interim report by 15 August 2023 using the FUN! Fund Progress Report template.
- 2.4. The Grantee shall utilise at least 50% of the amount disbursed under the first tranche before receiving the second tranche. In the event that the Grantee that does not meet the minimum utilisation rate by the deadline for the interim report and/or fails to satisfy in relation to appropriate further utilisation, the Grantee may not receive the remaining disbursement under the Grant. CFS reserves the right to adjust the second tranche disbursement upon review of interim report submitted by the Grantee.
- 2.5. The Grantee shall utilise at least 80% of the allocated Grant amount for the Programme by the end of the funding period. In the event that there are any un-utilised funds at the end of the funding period, the Grantee shall return all un-utilised funds to CFS within three (3) months from the end of the funding period, unless otherwise mutually agreed between the Grantee and CFS.
- 2.6. The Grantee is required to submit
- a) an interim report and a closing impact report pertaining to the progress of the Programme in accordance with the timelines below:
    - i. Interim Report – 15 Aug 2023 (Reporting for the period from launch to 31 July 2023)
    - ii. Closing Report – 31 January 2024 or earlier depending on the Programme timeline. (Reporting for the period from launch to 31 December 2023)
  - b) Regular survey feedback from the beneficiaries provided by AIC and CFS

### **3. PUBLICITY**

- 3.1. The Grantee agrees to name and publicly refer to the Programme as part of the “FUN! Fund” in all marketing and publicity communications and platforms.
- 3.2. The Grantee may acknowledge receipt of the Grant in its publicity communications, but must inform AIC and CFS in advance (with a view of providing the opportunity to review and agree to the timing and content of such publicity) and obtain AIC and CFS’ prior written approval to use the AIC and/or CFS logo for such purposes.
- 3.3. The Grantee must seek CFS approval whenever publicity for donor acknowledgement is required.
- 3.4. Awarding of the Grant does not necessarily constitute AIC nor CFS’s endorsement of the Grantee and/or its activities.

3.5. The Grantee agrees to give AIC and CFS the rights to (i) use any images/photos, quotes or write-ups provided as part of the reports for any marketing and publicity efforts in relation to the FUN! Fund and its related initiatives and (ii) store copies of the same for as long as necessary to fulfil the aforementioned purposes.

#### **4. TERMINATION**

4.1. CFS reserves the right to terminate the Grant, recover all or part of the Grant amount from the Grantee and/or withhold all or part of the Grant amount from the Grantee, if CFS at its sole discretion deems that the T&C have been breached during the Grant period and/or utilisation period, including, without limitation:

- a) Use of the Grant for purposes other than the Programme and/or costs in furtherance of the Programme;
- b) Partial, non-usage or misuse of the Grant;
- c) Lack of progress in furtherance of the Programme's objectives; and/or
- d) Cessation of the Programme.

4.2. Upon receipt of a written notice of termination from CFS, the Grantee shall immediately cease the use of any balance or unused funds provided by CFS under the Grant. The Grantee shall return all unutilised funds to CFS within three months from notice of termination, unless otherwise mutually agreed between the Grantee and CFS.

4.3. CFS shall have no obligation or liability to the Grantee or any party for any expenses, damages or losses in connection with the termination of the Grant.

#### **5. GENERAL**

5.1. The Grantee shall defend, indemnify and hold AIC and CFS harmless against any loss, damage, cost or expense arising from the Programme undertaken by the Grantee or arising from the Grantee's breach of any terms contained herein.

5.2. No failure to exercise, nor any delay in exercising, on the part of AIC or CFS, any right under the T&C shall operate as a waiver thereof.

5.3. In the event that AIC or CFS is made aware of any breach of this set of T&C, CFS is entitled to take the necessary disciplinary actions in order to recover part or all of the Grant amount previously disbursed to the Grantee. CFS, at its sole discretion, may forbid the Grantee from applying to be a benefitting agency for a period of two (2) years, or such other period deemed fit by CFS. All decisions by CFS in connection therewith shall be final and binding on the Grantee.

- 5.4. CFS reserves the right to withdraw funding and/or withhold subsequent funding opportunities from the Grantee should the Grantee fail to comply with any of the conditions herein.
- 5.5. The Grantee has no right to assign or transfer any of its rights hereunder and shall remain fully liable for all its obligations, and for the due performance thereof.
- 5.6. The headings in the T&C are for ease of reference only and shall not be taken into consideration in the construction or interpretation of the T&C. The word “Programme” may be singular or plural, depending on whether one or more programmes are funded, as stated in the Grant cover letter.
- 5.7. The Grantee and AIC or CFS shall not by virtue of the T&C be deemed to be a partner or agent of the other nor shall anything herein (in particular the disbursement of the funds by CFS to the Grantee under the Grant) be construed as creating a partnership, joint association, trust or collaboration, and the Grantee agrees that it shall have no power to and shall not represent, make any commitment or bind CFS to third parties.
- 5.8. The construction and interpretation of the T&C shall be subject to and governed by the laws of Singapore. The Grantee and CFS agree to submit to the exclusive jurisdiction of the courts in Singapore.
- 5.9. CFS reserves the right to vary the T&C. This T&C may not be varied except by a document in writing signed by a duly authorised officer or representative of CFS.

End Document

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