

General Grant Terms, Conditions and Understandings – Applicable from June 2018

Recipients of grants awarded prior to June 2018 are subject to Media Defence's previous Terms and Conditions, available on request.

In addition to the specific terms and conditions in the grant award letter, Media Legal Defence Initiative (Media Defence) grant awards are also contingent upon the following:

1. The Grantee shall be fully responsible, liable and accountable for all sums received under this grant and ensure that no funds provided under this grant are used for any purpose other than the Project, or for any improper purposes, or purposes unlawful in the UK or the country of operation. This includes, but is not restricted to, the offering bribes, money laundering, supporting terrorist activity, inappropriate private benefit, or for political purposes. This provision shall not be interpreted as limiting the liability of any parent or affiliated organisation.
2. Expenses incurred in local currency under the grant shall be translated into GBP for reporting purposes to Media Defence using the rate at which the funds were received.

e.g. Tranche 1: Grantee received M2,000 (i.e. £1,000) and reported spend of M1,800 i.e. (£900) – balance in hand is M200 (i.e. £100). Tranche 2: Media Defence remits £750 and grantee receives M1,125. Grantee now has in hand: M1325/£850 (i.e. M1125+M200/£750+£100). Weighted average exchange rate to use for next report will therefore be 1.65625 (i.e. 1,325 DIVIDED BY 850)
3. The Grantee shall be responsible for all salary, social security, legal and taxation matters related to the execution of the Project and expenditure of the grant.
4. The Grantee has no authority to act as an agent of Media Defence, and shall not enter into any contract on behalf of Media Defence, or bind Media Defence in any way without express written authority from Media Defence. The Grantee shall hold Media Defence harmless from any damage or injury of any kind resulting from or caused by any act or omission of the grantee.
5. This agreement shall be governed and interpreted in accordance with the laws of England and Wales, and any legal proceedings arising out of this agreement shall be brought in the courts of England and Wales.
6. Media Defence will only pay out up to the agreed grant amount and shall not be responsible for any losses as a result of exchange rate fluctuations, Media Defence will only guarantee the financial contribution in the currency mentioned.
7. Media Defence shall not reimburse the grantee for cost incurred over the approved grant amount or for carrying out extra activities; unless prior approval had been granted by an authorised Media Defence official.
8. The Grantee shall uphold the below minimum financial management standards:

Minimum Financial Management Standard to be upheld

1. All expenditure incurred, must be evidenced by receipts, invoices and/or other appropriate documentation.
2. Expenses charged to Media Defence must be on a cash rather than an accrual basis (unless such accrual is pre-approved by Media Defence); therefore, project advances, salary advances, etc. shall not allocated/charged to Media Defence.
3. Evidence of review and approval of expenditure (by budget holder and/or Management/or in accordance with organisation's existing policy), prior to issuance of cheque/transfer of funds to beneficiaries; must be retained.
4. Authorisation to incur (or be reimbursed for) expenditure; must be by someone other than the person incurring the expenditure; in the form of their line manager or organisation's CEO/Director; or the Trustee or Chair of the Board; if the Director's expense/cost.
5. All bank payments (cheque or transfer) made out of Media Defence funds, must have dual authorisation/approval; irrespective an organisation having a mandate that permits single authorisation/approval.
6. Expenditure must only be charged to one donor; e.g. cost charged to another project must not be charged to Media Defence as well; and vice versa.
7. Periodic (minimum of quarterly, depending on volume of transactions per month) bank reconciliations must be performed and; checked and signed off by someone other than person who prepares it.
8. Monthly budget review (evidenced) must be performed.