

Henry Moore Grants Standard Terms and Conditions and the claim process

**HENRY MOORE
FOUNDATION**

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Step	Instruction	Time scale	T&C
1	Accept or Decline the offer		
	1. Log in to your online account 2. A pop up window will appear 3. Tick the relevant box to accept or decline the offer	Within 3 months of the offer letter	2.1
2	Marketing & Acknowledgement (<i>Appendix 1 & 2, p 7-10</i>)		
	1. Complete and submit the Marketing Plan in your account (Refer to Marketing Expectations & pages 7-11) 2. Email designs/layouts to GrantsMarketing@henry-moore.org . Full Marketing Approval will be sent by email when approved. 3. Send 3 images with credits and permissions	Before publishing materials Before publishing materials 2 weeks prior to project start	4.1
3	Submitting Documentation & Claiming the grant		
	Upload to the Documentation & Claim Form: <ul style="list-style-type: none"> Signed Grant Offer Evidence of Other Funding Full Marketing Approval Email Bank Details 	Submit within 3 years of the offer letter	3 & 5
4	Report and Complete		
	<ul style="list-style-type: none"> Complete the Final Report & Visitor Data Form Send a copy of exhibition catalogue/research to HMI Leeds. 	Within 6 months of project completion	4.3 4.3.3

How to complete the Report Forms in your grant file:

- Log into your account, go to My Applications.
- In the relevant grant file, select Reporting.
- Hover over 3 dots by the relevant form, select Complete Form.
- Click Submit when completed

Once started, the forms can be accessed at any time to upload and change, until submitted.

For queries relating to Grants Terms and the application process, email grants@henry-moore.org

For marketing queries please email GrantsMarketing@henry-moore.org

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STANDARD TERMS AND CONDITIONS OF GRANT AWARD

1. Definitions:

- 1.1. In these Conditions the following expressions have the following meanings unless the context requires otherwise:

Acknowledgement Guidance means the acknowledgement and brand guidelines as may be provided to the Recipient by the Foundation from time to time, the current guidelines being set out in Appendix 1 and 2.

Agreement means the legally binding agreement comprising the Application, the Offer Letter, and these Conditions

Application means the Recipient's application for funding referred to in the Offer Letter, as amended by agreement with the Foundation

Conditions means these Standard Terms and Conditions of Grant Award

Foundation means The Henry Moore Foundation, a company (no 01255762) and registered charity (no 271370) whose registered office is at Dane Tree House, Perry Green, Much Hadham, Hertfordshire, SG10 6EE

Grant means the grant offered in the Offer Letter

Recipient means the person (whether an individual or legal entity) to whom the Grant is offered

Offer Letter means the letter from the Foundation to the Recipient, to which these Conditions are attached

Product means any product, work, asset, material, content or other output or item of value in whatever form (including digital form) whose creation or acquisition is envisaged in the Application and has been funded in whole or part by the Grant

Product Disposal Period means three years from the completion of the Project

Project means the project described in the Application

2. General

- 2.1. The Recipient must accept or decline the Offer Letter and the Conditions **within three (3) months** of the date of the Offer Letter in their Henry Moore Flexi-Grant Online Account. If the Recipient does not accept the offer of the Grant in accordance with these requirements, the offer will automatically lapse and the Foundation will have no obligations to the Recipient in relation to the Grant.
- 2.2. The Recipient must use the Grant to pay for all or part of the Project, as described in the Application, and for no other purpose without the Foundation's prior written consent.
- 2.3. The Recipient warrants that, on the date of the Application, and on the date that the Recipient accepts the offer of the Grant, the contents of the Application were true, accurate and, to the best of the Recipient's belief, complete.
- 2.4. If the delivery of the Project is materially different (for example as to key participants, outcomes or dates) from the description in the Application, the Recipient must immediately inform the

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Foundation. The Foundation may, at its discretion, approve a variation to the Project and the amount of Grant.

- 2.5. The Recipient will ensure that the Foundation receives invitations to exhibition openings and events relating to the Project for circulation to the Foundation's Trustees and Staff.

3. Acknowledgements – Appendix 1

- 3.1. The Recipient must ensure that the support of the Foundation is acknowledged in accordance with the Acknowledgement Guidance in any printed or online material relating to the Project (including, without limitation, display labels, catalogues and web pages), whether issued by the Recipient or another person. The Recipient will draw this requirement to the attention of any such third party.
- 3.2. If the amount of the Grant is or exceeds Ten thousand pounds (£10,000) the Recipient will send to the Foundation all drafts of any press releases in advance of publication and will take account of the Foundation's comments.
- 3.3. If the Recipient is an organisation, it will acknowledge receipt of the Grant in its annual report and accounts for the year in which the Grant was received.
- 3.4. The name and logo of the Foundation are trademarks, and HENRY MOORE is a registered trade mark of the Foundation. The Recipient may not use those trade marks other than in accordance with the Acknowledgement Guidance without prior written consent from the Foundation.
- 3.5. Links made to the Foundation's website in accordance with the Acknowledgement Guidance must not falsely portray any endorsement or affiliation between the Foundation and Recipient.

4. Reports and records

- 4.1. The Recipient must submit the following materials to the Marketing and Communications team (see appendix 1):
 - 4.1.1 The Marketing Plan must be submitted in their online Flexi-Grants account for approval, prior to any promotional material being produced;
 - 4.1.2 All designs/layouts listed in the Marketing Plan must be emailed to the Marketing Department for Full Marketing Approval before any promotional material is published;
 - 4.1.3 at least 2 weeks in advance of the Project's start date three (3) images of professional quality and high resolution suitable for print and online reproduction (in JPEG not less than 300 DPI or in such other format and resolution as the Foundation specifies), one or more of which may be used at any time to refer to the Project (or Product, as the case may be) on the Foundation's website and in printed or online reports of grants awarded by the Foundation;
 - 4.1.4 full copyright and reproduction permissions in writing sufficient to allow the uses described in Condition 4.1.2.
- 4.2. The Recipient must submit reports to their Henry Moore Flexi-Grant Online Account, by the deadline(s) set out in the Offer Letter.
- 4.3. The Recipient must submit the following materials to their Henry Moore Flexi-Grant Online Account within six months of completion of the Project:
 - 4.3.1 a fully completed Final Report & Visitor Data Form;

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4.3.2 including a Project summary for the Foundation's website of no more than 200 words providing a synopsis of what the Grant was awarded to support and the achievements and benefits of the Project for the Foundation to describe the Project on its website and in its public reports;

4.3.3 one copy of the exhibition catalogue/publication to be sent to

The Librarian, Henry Moore Institute, The Headrow, Leeds LS1 3AH; and

4.2.4 if the Recipient is an organisation, its annual report must refer to the Project and grant amount.

4.4 The Recipient shall retain copies of accounts, receipts and records of expenditure of the Grant for a period of no less than six years after completion of the Project, and shall make these available to the Foundation or its authorised representatives upon request.

5. Grant Monies and Payments

5.1 The Recipient must claim the Grant **within three years** of the date of the Offer Letter, by completing the Documentation and Claim Form in their online account. Any amount not claimed by the deadline will be forfeited.

5.2 The Foundation will pay the Grant to the Recipient at the time set out in the Offer Letter provided that the Recipient:

5.2.1. has fully complied with these Conditions;

5.2.2. has provided confirmation of any additional funding required for the Project to proceed; and

5.2.3. has provided its bank account details.

5.3 The Foundation will pay the Grant by BACS or by international bank transfer into a bank account held in the name of the Recipient as stated in the Offer Letter only. Payments will not be made to any other party.

6. Unspent Grant

6.1 The Recipient shall return any part of the Grant that is unspent on completion of the Project (or the date on which it would have been completed) to the Foundation unless the Foundation agrees otherwise.

7. Termination and repayment

7.1 The Foundation reserves the right to terminate the Agreement, withhold or cancel the Grant, and/or require the Recipient to repay all or part of the Grant if:

7.1.1 the Recipient fails to comply with any of the Conditions or other terms of the Agreement (or, if the Foundation determines in its sole discretion that such non-compliance is remediable, fails to comply within thirty (30) days of a notice from the Foundation requiring the said non-compliance to be remedied);

7.1.2 any of the information provided by the Recipient is false or misleading;

- 7.1.3 the Recipient, being an organisation, is unable to pay its debts, ceases to carry on business or is the subject of any insolvency proceeding or goes into administration, receivership or liquidation;
- 7.1.4 the Recipient uses all or any of the Grant to support any personal or private benefit unless incidental and proportionate;
- 7.1.5 the applications for additional funding as set out in the Application are not successful or if the Project is otherwise not fully funded.

7.2 In addition to the Foundation's rights under Condition 7, the occurrence of any of the circumstances described in Conditions 7.1.1 to 7.1.3 may (at the Foundation's discretion) result in any future applications from the Recipient being rejected for a period of at least 24 months.

8. Sale of Product (Acquisition/Commission Category)

- 8.1 The Recipient may not sell or dispose of any Product within the Product Disposal Period without the prior written consent of the Foundation.
- 8.2 If the Recipient wishes to sell or dispose of any Product it shall as soon as reasonably possible:
 - 8.2.1 notify the Foundation of its intention to do so in writing;
 - 8.2.2 supply any agreed applicable terms of sale or disposal;
 - 8.2.3 provide details of any proceeds of sale or disposal.
- 8.3 The Foundation may require the Recipient to pay to the Foundation (at its discretion and on notice served on the Recipient) within 30 days of any such demand, a proportion of the Product's sale proceeds, equal to the proportion which the Grant bore to the cost of creating or acquiring the Product.

9. Intellectual property

- 9.1 To avoid any doubt, the Foundation lays no claim to any intellectual property in the Project or the Product.
- 9.2 The Recipient undertakes to the Foundation that the Foundation's use of any materials supplied by the Recipient for the purposes described in Conditions 4.1.2 and 4.3.2 will not infringe the intellectual property rights of any third party.

10. Data protection

- 10.1 The Foundation's Privacy Policy, available [here](#), shall apply to the Grant.

11. Insurance

- 11.1 The Recipient shall effect and maintain with a reputable insurance company a policy or policies in respect of all risks arising out of the Recipient's performance of the Agreement, including death or personal injury, loss of or damage to property or any other loss.
- 11.2 The Recipient shall (within seven days of any request) supply to the Foundation a copy of such insurance policies and evidence that the relevant premiums have been paid.

12. Liability

- 12.1 The Foundation accepts no liability for any consequences, whether direct or indirect, that may result from the Project, the use of the Grant or from withdrawal of the Grant. The Foundation's liability under this Agreement is limited to the payment of the Grant.

13. Miscellaneous

- 13.1 The Recipient may not, and shall not purport to, assign or transfer the Grant or this Agreement (or any part of it) without the prior written consent of the Foundation.
- 13.2 No variation to the Agreement will be of any effect unless confirmed in writing and signed by the Director or Chief Operating Officer of the Foundation. No failure or delay by either party to exercise any right or remedy under the Agreement shall be construed as a waiver of any other right or remedy.
- 13.3 If there is any inconsistency between the terms of the Offer Letter and the Conditions, the Offer Letter takes precedence.
- 13.4 The Offer Letter, Conditions and Application together set out the entire agreement and understanding between the Recipient and the Foundation.
- 13.5 Nothing in the Agreement confers any rights upon any person or entity other than the Foundation and the Recipient or is intended to confer on any person or entity any right to enforce any term of the Agreement which that person or entity would not have had but for the Contracts (Rights of Third Parties) Act 1999.
- 13.6 The validity, construction and performance of and any dispute or claim arising out of or in connection with the Agreement (including non-contractual disputes or claims) shall be governed by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

To confirm acceptance of the Offer Letter and these Conditions, please complete and sign the Offer Letter and these Conditions where indicated and upload to your Documentation and Claim Form in your online account.

Please ensure that you have also read the Marketing and Acknowledgement Appendices 1 & 2 in the following pages 7-10.

Signed by, or in the case of an organisation, a duly authorised signatory on behalf of, the Recipient:	
Print Name	
Name of Organisation	
Title of Project	
Date	

HOW TO ACKNOWLEDGE A GRANT

When you receive a Grant from The Henry Moore Foundation, the Recipient is required to acknowledge the financial support and gain Full Marketing Approval.

This must be gained *in advance of any publication of materials being produced.*

To gain Full Marketing Approval all grantees must;

1. Complete and submit the Marketing Plan in their online grants account. This will be reviewed by a member of the Marketing and Communications team and either accepted or returned for more information.
2. Email all designs/layouts as listed in the Marketing Plan to the Marketing Department for approval on **GrantsMarketing@henry-moore.org**
3. Upload the email giving Full Marketing Approval to your Claim form.

Please refer to the Marketing Expectations table below (and attached to the Offer email) for acknowledgments by grant amount and category.

For logo use, please refer to the Logo Guidelines attached at Appendix 2, also available from www.henry-moore.org/grants/downloadable-resources

Please note:

- *The grant cannot be claimed without Full Marketing Approval.*
- *Failure to acknowledge grants will result in future applications being rejected for 24 months and the grant offer being withdrawn.*

For further information or assistance regarding use of our logo or promotion of your project on the Foundation's website, please contact our Marketing Team on **GrantsMarketing@henry-moore.org**:

- Emily Dodgson, Head of Marketing & Enterprise
- Alison Parry, Marketing & Communications Manager

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MARKETING EXPECTATIONS:

Individual Research & Travel Grants must credit the Foundation in any published form of their research or in any public presentation, using the Henry Moore logo or text credit.

All other grants must acknowledge support in the following ways **and** according to the budget table below:

1. Include text credit of the Henry Moore Foundation on any project web page and in any related publication.
2. Include the HMF Logo on main web page dedicated to your project.
3. Include text to HMF credit in any project press release
4. Include HMF logo in any project press release
5. Credit the Henry Moore Foundation in social media communications relating to the project: Twitter: @HenryMooreFDN Instagram: @HenryMoorefdn_grants #HenryMooreGrants

Type of Grant	Acknowledgement Type	Under £5000	£5000 - £10000	£10000 and Above
All grants				
	Include a hyperlink to the Henry Moore Foundation's website homepage	Desirable	Essential	Essential
Publications and catalogues				
	Include HMF logo in colophon or acknowledgments page	Essential	Essential	Essential
Commissions and Acquisitions				
	Include the Foundation name and logo on display labels	Essential	Essential	Essential
<i>Where the grant is being used for production costs, and needs to be claimed before designs are available, an example of previous acknowledgement plus the completed Marketing Plan, will be acceptable with the credit being sent following installation.</i>				
Exhibitions & Conferences/Events				
Display the Henry Moore Foundation logo on the following (if produced):	Flyers, leaflets or other publicity handouts	Essential	Essential	Essential
	Advertisements	Desirable	Essential	Essential
	Invitations	Essential	Essential	Essential
	Posters	Desirable	Essential	Essential
	Guides and gallery interpretation handouts	Desirable	Desirable	Essential
	Banners, hoardings and digital display boards	Desirable	Desirable	Essential
	E-newsletters	Essential	Essential	Essential
	Gallery or venue wall text	Essential	Essential	Essential
	Promotional video	Desirable	Essential	Essential

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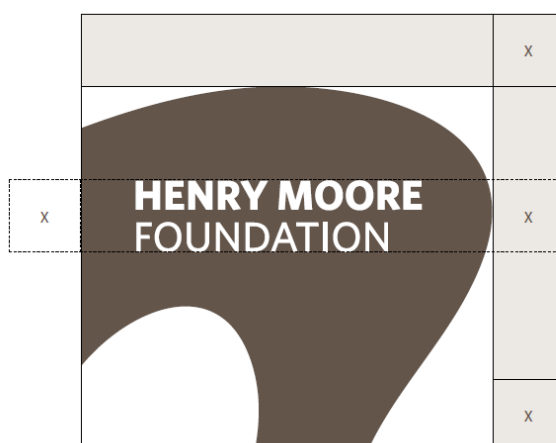
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HENRY MOORE FOUNDATION LOGO GUIDELINES

1. Never attempt to reproduce or recreate the logo. Only use the digital artwork supplied.
2. Our white our and mono logos may be at 3 levels of opacity. These are set to 25%, 80% and 100%. Please do not use the logo at other opacity levels. Never adjust the opacity of the type in the logo. This should always remain highly visible and must contrast with the colour of the Masterbrand logo form. The colours must be chosen to ensure that the logotype is clearly legible against the background Select the type in either black or white.
3. **The minimum size for our logo is 20mm wide.**

For consistency across applications, we recommend that you follow the following logo size guide.

- A1 168mm wide
 - A2 120mm wide
 - A3 86mm wide
 - A4 62mm wide
 - A5/DL 50mm wide
4. Please ensure that the logo has enough space around it to maximise its visual presence. It is vital that the logo is surrounded by an area of clear space and is not obscured or crowded by other elements. We recommend that the space surrounding the logo is equal to the height of the text contained within the logo. As illustrated below:



5. The brand logo will sometimes appear alongside other logos, as below. Ensure it has sufficient breathing space with other logos on the page. The relative size of the logo may vary according to its relationship with other logos on the page. Please remember that the minimum logo size is 20mm.

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Linklaters



6. Do not

- Change the colours of the brand logo
- Crop the brand logo
- Use effects on the brand logo
- Alter the text in the brand logo
- Keyline the brand logo
- Use the brand logo at an angle
- Create your own brand logo
- Adjust the opacity levels of the type



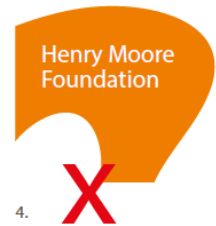
1.



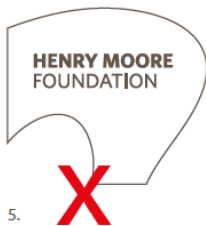
2.



3.



4.



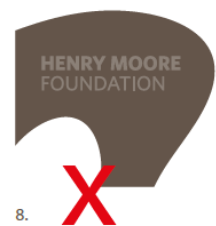
5.



6.



7.



8.

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