



**GlobalGiving**  
**Grant Agreement**

9 February 2023

Jonathan Hannay  
INSTITUTIONAL RELATIONS MANAGER  
ASSOCIACAO DE APOIO A CRIANCA EM RISCO - ACER BRASIL  
RUA JOAO ANTONIO DE ARAUJO, 427  
DIADEMA, Sao Paulo  
Brazil 09972-001

**Re: Grant Agreement**

Dear Jonathan,

I am pleased to inform you that the GlobalGiving UK ("GlobalGiving") has approved a grant for £12,000.00 GBP to ASSOCIACAO DE APOIO A CRIANCA EM RISCO - ACER BRASIL (the "Grantee") in support of the charitable purposes:

- **Life Skills + Soccer for 350 Boys in Brazil:**

This project will provide essential life skills to 350 8 to 14 year old boys through twice weekly futsal classes and workshops providing them with a positive pathway away from drugs and involvement in criminality. We shall occupy public hard courts in the community providing structured classes for children who only get 5 hours of schooling per day - either in the morning, in the afternoon or at night. In addition we shall work in partnership with local primary schools to offer futsal classes especially to younger children who cannot access the public courts without adult supervision.

Eldorado is an extremely densely populated neighbourhood of metropolitan Sao Paulo with 80,000 inhabitants. The already high levels of interpersonal violence and poverty were greatly exacerbated during the pandemic when children were kept at home for two years. With children back at school, not only are their academic levels low but especially their social abilities are very weak with constant fighting, lack of attention, concentration and also very little respect for their peers and teachers. The problems boys face in particular are a general lack of role models both within the home, with many children living in female headed households, and in schools where over 80% of staff and teachers are female. With the pandemic during over 18 months of lockdown (for children), parents changed habits with a great increase in the use of violence and also in drug and alcohol abuse within the home. Recently in a workshop with 16 11 year olds and younger, 12 said that they had used alcohol (wine, wine cocktails, gin, whisky and energy drinks) and/or vaped in the past week and several said they did so with their parents (especially vaping)!

350 boys will receive twice weekly soccer classes during which they will learn soccer skills, teamwork and play matches learning the value of competing and both winning and losing; they will always be practising social skills and how to control their emotions in a non aggressive manner. At each training session they will receive bananas as healthy nutrition and through the year will do workshops covering safeguarding, personal health and hygiene, physical and mental health. The sessions will be given on three different community hard courts and in up to six state primary schools.

This grant is made possible by a grant awarded to GlobalGiving UK from the Flutter ("the Fund"). GlobalGiving UK is the lead organisation of the grant from Flutter. We have reviewed your project proposal and have determined that funding in support of your proposed project and your charitable purpose is consistent with GlobalGiving's charitable mission and Flutter's requirements.

You are responsible for delivering the project in accordance with this agreement and the Standard Terms and Conditions.

Please make sure you read the Fund's terms and conditions in full. In the event of a conflict between the terms of this agreement and the Fund's terms and conditions (outlined in Appendix B), the Fund's terms and conditions will take precedence.

If you have any questions about your grant or the grant agreement terms, please do not hesitate to contact Thomas Rinaldi, who is your primary point of contact for the term of this grant.

On behalf of GlobalGiving's board of directors, staff, donors and supporters, we would like to thank you for the work of your organisation. We are honoured to be able to support your extraordinary work.

Sincerely,

Alex Ritchie  
CEO, GlobalGiving Uk

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**The following terms and conditions apply to this Grant:**

**1. Spending period**

The Grant funds are to be expended between 2 January 2023 and 31 December 2023. Funds are not to be expended outside this period without receiving written approval in advance from GlobalGiving.

**2. Separate fund**

All Grant funds received must be maintained in a separate fund dedicated to the charitable purposes described in this agreement. Such a separate fund may be either (1) a physically separate bank account restricted to the described charitable purposes, or (2) a separate bookkeeping account, restricted

to the described charitable purposes, maintained as a part of your financial records. GlobalGiving encourages, whenever feasible, the deposit of Grant funds in an interest-bearing account.

### 3. Use of funds

Grant funds and income earned on those funds must only be expended for charitable, religious, scientific, literary, or educational purposes as determined in the Charities Act 2011 (England & Wales legislation found [here](#)).

This Grant is made only for the purposes stated in this grant agreement; Grant funds are only to be expended in accordance with the budget in the proposal associated with this grant agreement. Expenditures are not to deviate substantially from the budget without receiving written approval in advance from GlobalGiving.

Financial records of all expenditures against Grant funds must be maintained such that the use of Grant funds can be verified readily and adequately. This includes, but is not limited to, all receipts, invoices or agreements. Proforma invoices must be retained to demonstrate a robust procurement process for services rendered.

### 4. Payment Schedule

GlobalGiving will pay the Grant funds according to the following schedule, provided that the Grantee is in compliance with the terms and conditions of this grant agreement at the time of the payment. The first payment **will be paid upon receipt of signed grant agreement**.

Payment Date	Payment Amount	Conditions
17 February 2023	£12,000.00	

### 5. Reporting due dates

The Grantee agrees to submit short progress reports and a final report. You may also be subject to an in-person review of financial records before the final payment is made. The Grantee agrees to submit these reports by the following dates:

Report Type	Due Date
Progress Report Template	15 July 2023
Flutter Final Report	31 January 2024

The Grantee is wholly responsible for ensuring that reports are submitted on time. If written reports are not submitted to GlobalGiving on a timely basis, GlobalGiving may withhold further Grant payments, if any, to the Grantee and to any affiliate organisation under this agreement or under any other GlobalGiving grant agreement.

Delinquent or unsatisfactory reporting may also affect the grantee's eligibility for future grants from GlobalGiving.

### 5. Reporting requirements

Reporting guidelines are described below and in the reporting templates provided by GlobalGiving.

*Progress & Final report:* Short description of the activities undertaken with funds from this Grant, as well as a description and analysis of metrics and processes relevant to this project. Both reports should also contain an assurance that the Grant activities have been conducted in conformity with the terms and conditions of the Grant.

### 6. Record Maintenance and Inspection

The Grantee must maintain records of receipts and expenditures and make its books and records available to GlobalGiving for inspection at reasonable times. GlobalGiving may monitor and conduct an evaluation of operations under this Grant, which may include a visit by GlobalGiving personnel to observe the Grant project, discuss the grant project with beneficiaries, and review financial and other records and materials connected with the activities financed by this Grant. Access to the records will be required by GlobalGiving, Flutter and the National Audit Office (in the UK) for a period of seven years from the termination of the grant agreement and should be available for inspection at reasonable times.

We expect the Grantee to report regularly and fully to all members of their governing body on the financial position of the organisation and to have in place and maintain procedures to avoid any conflict of interest arising from the provision of goods or services, or the employment of staff to deliver the project. We may request to review this policy.

### 7. Prohibited Activities

Grant funds and income earned on those funds must not be used for any of the following purposes:

- To carry on political lobbying or campaigning propaganda;
- To influence the outcome of any specific election or to carry on, directly or indirectly, any voter registration drive;
- To make any grant to individuals or other organisations for travel, study or other similar purposes by such individuals (such as scholarships, fellowships, or grants for research);
- To undertake any activity for any purpose other than the charitable purposes permitted under English and Welsh law (Charities Act 2011).

for the purpose of implementing any decisions or actions of any government official, or otherwise in violation of the Foreign Corrupt Practices Act (<https://www.justice.gov/criminal-fraud/foreign-corrupt-practices-act>) or the UK Bribery Act (<http://www.legislation.gov.uk/ukpga/2010/23/contents>).

To comply with GlobalGiving's policies, the Grantee agrees that Grant funds will not be used in support of activities that discriminate on the basis of a person's race, political orientation, religion, gender, sexual orientation, age, national origin, ethnicity, ancestry, marital status, veteran status, or mental or physical disability or any other status prohibited by applicable law.

#### **8. Policies, health and safety and safeguarding**

The Grantee agrees to comply with all laws regulating the way you operate. You will ensure that you have an equal opportunities in place at all times to ensure you remain in compliance with this agreement and good practice.

The Grantee will maintain good health and safety practice and comply with health and safety laws and regulations including appropriate employer insurance and public liability (for staff and volunteers). The Grantee will make these documents available to GlobalGiving if asked.

The Grantee will take all reasonable steps to ensure the safety of children, young people or vulnerable adults ("vulnerable people") in your work (and work carried out by any sub-grantees) including having written policies and procedures for safeguarding vulnerable people and children. Training should be available on a regular basis for staff, volunteers and beneficiaries to ensure the policy is successfully enacted. The Grantee will make these documents available if GlobalGiving asks to review them.

The Grantee will inform GlobalGiving if and when any concerns are brought to the attention of any representative of the Grantee. In addition, the Grantee will share a plan for how the concern will be addressed. Failure to comply with this, may result in suspension or termination of the grant.

In addition, the Grantee is expected to sign Appendix A: Safeguarding Statement of Commitment.

#### **9. Return of Unused Funds**

Any Grant funds and income earned on those funds that are not spent or committed for the purposes of the Grant must be returned to GlobalGiving within 30 days after the close of the Grant.

#### **10. Compliance and Termination**

The Grantee agrees to comply with all applicable laws and regulations during the term of this Grant, as well as the terms and conditions set forth herein.

You will ensure that you have an equal opportunities policy in place at all times to ensure you remain in compliance with this agreement and good practice. You will maintain good health and safety practice and comply with health and safety laws and regulations including appropriate employer insurance and public liability (for staff and volunteers). You will make these documents available to us if we ask to review them.

You will take all reasonable steps to ensure the safety of children, young people or vulnerable adults ("vulnerable people") in your work (and work carried out by any sub-grantees) including having written policies and procedures for safeguarding vulnerable people and children. Training should be available on a regular basis for staff, volunteers and beneficiaries to ensure the policy is successfully enacted. You will make these documents available if asked. You will sign a safeguarding statement alongside this agreement which details GlobalGiving's expectations with regards to safeguarding policies, practise and reporting.

GlobalGiving reserves the right in its sole discretion to discontinue funding if it is not satisfied with the progress of the Grant or the content of any written report. GlobalGiving will have no liability to the Grantee as a result of a termination of this agreement in accordance with this section.

#### **11. Dispute Resolution**

Any and all disputes or claims arising out of or in connection with this agreement will be resolved by arbitration in accordance with the United Kingdom Arbitration Act 1996 (<http://www.legislation.gov.uk/ukpga/1996/23/contents>) by one arbitrator agreed to in writing by both parties or, if we fail to agree within 7 working days of a written notice by one of us to the other requiring agreement, by one arbitrator appointed by the President or acting President of the Chartered Institute of Arbitrators of England and Wales on the request of either party. Such arbitration will take place in the English language in London, UK.

#### **12. Indemnity**

The Grantee shall on demand indemnify and hold harmless GlobalGiving, its officers, directors, agents, employees and/or successors in title from and against and in respect of all actions, proceedings, claims, judgments, demands, liabilities, costs, expenses, fees, damages and losses (including any direct or indirect or consequential losses, performance or non-performance of services, loss of reputation and all interest, fines, penalties and legal and other reasonable professional fees, costs and expenses) suffered or incurred by GlobalGiving UK, its officers, directors, agents, employees and/or successors in title, arising directly or indirectly out of or in connection with any breach of the terms and conditions of the grant funding which has been made available by the [the donor] and/or, to the extent there is no conflict with the terms and conditions, of this Grant Agreement and/or any act of negligence, default or neglect by you (the Partner), its officers, directors, agents and employees in connection with this Grant Agreement.

#### **13. Governing Law**

This agreement will be governed by, and construed in accordance with, English law.

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By signing this agreement, the Grantee agrees to adhere to the terms of this grant and is required to submit a signed copy within seven working days of

By signing this grant agreement, the Grantee agrees that it, or anyone on its behalf, submitted two grant applications to GlobalGiving, and that all representations made in the applications are complete, true, and correct to the best of the Grantee's knowledge. The Grantee commits to adhere to the GlobalGiving safeguarding and anti-bribery and anti-corruption policies and procedures throughout the tenure of the agreement. Failure to follow the guidelines may result in immediate termination of this agreement.

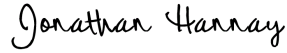
Please direct any questions about this grant agreement to the Grantee's GlobalGiving grant manager by email at [grants@globalgiving.org](mailto:grants@globalgiving.org).

On behalf of GlobalGiving, I extend every good wish for the success of your project.

Sincerely,  
Alex Ritchie  
CEO, GlobalGiving UK

*Please complete the fields below and sign to indicate agreement to and acceptance of the terms and conditions along with Appendices A, B, and C of this Partnership Agreement.*

**Signatory 1**

DocuSigned by:  
Signature:   
Printed name: Jonathan Hannay

Position title: INSTITUTIONAL RELATIONS MANAGER

Organisation name: ASSOCIACAO DE APOIO A CRIANCA EM RISCO - ACER BRASIL

Date: 2/9/2023

### Appendix A: Safeguarding Statement of Commitment

GlobalGiving is committed to ensuring that anyone working with us understands safeguarding, is committed to creating a safe environment for all, and is empowered to share any concerns immediately.

Safeguarding means protecting peoples' health, wellbeing and human rights, and enabling them to live free from harm, abuse, and neglect. We understand it to mean protecting people, including children and at-risk adults, from harm.

By signing this agreement above, you are committed to:

- prevent abuse and promote awareness of appropriate and inappropriate behaviour/attitude
- promote and prioritise the safety and wellbeing of people, including children and at-risk adults
- ensure everyone understands their roles and responsibilities in respect of safeguarding and is provided with appropriate learning opportunities to recognise, identify and respond to signs of abuse, neglect and other safeguarding concerns
- ensure appropriate action is taken in the event of incidents/concerns of abuse and support provided to the individual/s who raise or disclose the concern
- ensure that confidential, detailed and accurate records of all safeguarding concerns are maintained and securely stored
- prevent the employment/deployment of unsuitable individuals
- ensure robust safeguarding arrangements and procedures are in operation.

It is expected that anyone working in collaboration with GlobalGiving will share this commitment to safeguarding and report any concerns immediately to the investigations team at GlobalGiving by sending an email to [investigations@globalgiving.org](mailto:investigations@globalgiving.org) or submitting a concern form available on this link: <https://www.globalgiving.org/aboutus/how-it-works/file-a-concern/>. Failure to inform GlobalGiving and comply with the policy and procedures will be addressed without delay and may ultimately result in termination of grant and partnership.

We encourage you and your teams to learn about safeguarding issues and how to handle concerns. GlobalGiving can provide resources to help your team strengthen their understanding of safeguarding.

We, ASSOCIACAO DE APOIO A CRIANCA EM RISCO - ACER BRASIL, have read and understood the Safeguarding Statement of Commitment. We, on behalf of my organisation, agree and commit to adhere to other principles and accept the importance and responsibility of implementing safeguarding policies and practices.

## Appendix B: Standard terms and conditions for International Grants

### 1. By accepting this grant, you agree to:

- 1.1. hold the grant on trust for GlobalGiving and Flutter (referred to as "we" or "us" in these Terms and Conditions) and use it only for your project, as described in your application or otherwise agreed with us;
- 1.2. use the grant only for expenditure incurred after the date of the grant offer letter and only during the term of the project as agreed with us;
- 1.3. start your project and draw down the first installment of the grant within six months of signing the grant offer letter, unless otherwise agreed with us;
- 1.4. provide us promptly with any information and reports we require about the project and its impact, both during and after the end of the project;
- 1.5. let us know promptly if your governing body falls below three members and will increase it to at least three as soon as possible;
- 1.6. obtain our consent before making any significant changes to your project or to the status, ownership or constitution of your organisation;
- 1.7. let us know promptly about any significant issues or delays with your project or any legal claim and/or investigation made or threatened against you, any member of your governing body, or any organisation, employee or volunteer working on the project;
- 1.8. act lawfully in carrying out your project, in accordance with best practice and guidance from your regulators, and follow any guidelines issued by us in relation to the programme or use of the grant;
- 1.9. advance equality of opportunities in line with the law and any guidelines issued by us;
- 1.10. acknowledge GlobalGiving funding using our logo in accordance with the relevant guidelines for recognising your grant, which can be found at [biglotteryfund.org.uk/welcome](http://biglotteryfund.org.uk/welcome);
- 1.11. acknowledge GlobalGiving funding using the common branding in accordance with the relevant brand guidelines;
- 1.12. hold the grant in a designated bank or building society account which satisfies our requirements as set out in guidelines and requires at least two unrelated people to approve all transactions and withdrawals;
- 1.13. treat the grant as restricted funds in your annual accounts and the programme name, and if required by us, open a separate designated bank or building society account for each grant from us for the sole purpose of receiving and administering that grant;
- 1.14. immediately return any part of the grant that is not used for your project or that has not been spent by the end of the project, as agreed with us;
- 1.15. where your project involves working with children, young people or vulnerable adults, adopt and implement an appropriate written safeguarding policy, obtain written consent from legal carers or guardians and carry out background checks for all employees, volunteers, trustees or contractors as required by law or our guidelines;
- 1.16. comply with data protection laws and obtain the consent of your beneficiaries for us and you to receive and process their personal information and contact them;
- 1.17. keep accurate and comprehensive records about your project both during the project and for seven years afterwards and provide us on request with copies of those records and evidence of expenditure of the grant such as original receipts and bank statements;
- 1.18. allow us and/or the Controller and Auditor General reasonable access to relevant premises and systems to inspect project and grant records;
- 1.19. GlobalGiving publicising and sharing information about you and your project including your name and images of project activities. You hereby grant us a royalty free license to reproduce and publish any project information you give us. You will let us know when you provide the information if you don't have permission for it to be used for these purposes; and

### 2. If any part of the grant is used to buy goods or services, or to buy or develop intellectual property, you will:

- 2.1. carry out a competitive tender if the goods and/or services cost more than £10,000 and comply with UK and EU procurement rules if applicable to you;
- 2.2. use assets purchased or enhanced using the grant only for the project and keep them safely, in good repair and condition and adequately insured for the asset monitoring period specified in the relevant guidelines;
- 2.3. protect any intellectual property rights purchased or developed using the grant and not commercially exploit these rights without our prior written consent; and
- 2.4. obtain our prior consent for any disposal of assets purchased or enhanced using the grant and if required, pay us a share of proceeds from such disposal.

### 3. You acknowledge that we are entitled to suspend or terminate the grant and/or require you to repay all or any of the grant and/or impose additional conditions in for the following situations. You must let us know if any of these situations have occurred or are likely to occur.

- 3.1. You use the grant in any way other than as approved by us or fail to comply with any of these Terms & Conditions, or any additional conditions set

- 3.2. You fail to make good progress with your project or are unlikely in our view to complete the project or achieve the objectives agreed with us.
- 3.3. You have match funding for the project withdrawn or receive duplicate funding for the same project costs as funded by the grant.
- 3.4. You provide us with false or misleading information, either on application or after award of the grant, act dishonestly, or if you or anyone involved in the project or your organisation is under investigation by us, a regulatory body or the police.
- 3.5. You do or fail to do anything that brings us or GlobalGiving into disrepute, or which we consider for any reason puts public funds at risk, or we terminate or suspend any other grant we have given you.
- 3.6. You enter into, or in our view are likely to enter into, administration, liquidation, receivership, dissolution or, in Scotland, have your organisation's estate sequestrated.

**4. You acknowledge that:**

- 4.1. the grant is not consideration for any taxable supply for VAT purposes;
- 4.2. the grant is for your use only and you may not share or transfer the grant (or any part of it) to anyone else unless approved by us. If we agree to you sharing or transferring the grant, you are responsible for ensuring that your partners and other recipients of the grant accept and comply with these Terms and Conditions. If they fail to do so, we may exercise our rights in clause 3, including to terminate the grant and require repayment. You must enter into a legally binding agreement with anyone with whom you share the grant and provide us with a copy on request;
- 4.3. if any part of the grant is used to buy or build, refurbish, extend or alter buildings or land you must comply with our additional capital grant conditions;
- 4.4. we will not increase the grant if you spend more than the agreed budget on your project and we can only guarantee the grant as long as GlobalGiving continues to operate and we receive sufficient funds from Flutter;
- 4.5. the grant comes from public funds and you will not use it in a way which constitutes unlawful state aid. If the grant is deemed to be unlawful state aid, you will repay the entire sum immediately. If you are concerned about state aid, you will seek independent legal advice;
- 4.6. we may commission research and/or evaluation of your funding. You confirm that you will cooperate with any research or evaluation related activities which are required of you by us and further confirm that we may use any part of your application and/or project information for research or evaluation purposes;
- 4.7. we have no liability for any costs or consequences incurred by you or third parties that arise either directly or indirectly from the project, nor from non-payment or withdrawal of the grant, save to the extent required by law; and
- 4.8. these Terms and Conditions will continue to apply for (i) one year after payment of the last grant instalment; or (ii) until the project has been completed; or (iii) for as long as grant monies remain unspent; whichever is longer. Clauses 1.3, 1.9, 1.13, 1.16, 1.17, 1.18, 2.2, 2.3, 2.4, 2.5, 4.5, and 4.7 shall survive expiry of these Terms and Conditions.

### **Appendix C: GlobalGiving Branding**

Please ensure that you have read and comply with:

- GlobalGiving Brand Guidelines
  - <https://www.globalgiving.org/aboutus/news-media/brand-assets/>