

Terms and Conditions of Grant: funding recipients who are not local authorities, further education institutions, or higher education institutions

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Noddir gan
Lywodraeth Cymru
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Introduction

1. This document sets out the terms and conditions of grant for those funding recipients who are not local authorities, further education institutions, or higher education institutions funded by Medr. Medr invests money from the Welsh Government through grant awards. This terms and conditions of grant document supports Medr's responsibility to ensure that we achieve the best value for money and ensure that funds are being used for the purposes for which they were given.
2. These terms and conditions of grant and accompanying Grant award letter tell you what information we need from you to meet our grant funding and monitoring requirements; alongside your general obligations to Medr.
3. In addition to this document, funding recipients will receive a grant award letter, detailing the funds to be paid and outlining the purposes and targets the grant recipient is required to adhere to in return for those funds. These terms and conditions of grant must be read in conjunction with and subject to the purposes and targets as set out in the Grant offer letter.
4. The definitions of terms used within this document are set out within '*Annex A: Glossary*'.

Application of this document

5. From time to time, we may within subsequent guidance, attach extra mandatory requirements to the conditions of funding.
6. Where we use the term 'must', this indicates a specific condition of funding under this document. The funding recipient must comply with these requirements, and failure to do so could result in Medr recovering and/or ceasing funding under the terms of this document. We use 'should' for items we regard as minimum good practice, but for which there is no specific condition of funding under this document.
7. This document took effect on 1 August 2026 and will remain valid until the sector is informed otherwise.

Purpose and scope of Funding

8. The grant funding recipient shall only use the Grant for the purposes outlined within the Grant award letter and in accordance with the terms and conditions set out in this Agreement. The Grant shall not be used for any other purpose without the prior written agreement of Medr.
9. Funds that are not used for the purpose for which they were granted may be subject to reclaim.

10. Medr makes no commitment to renewing or continuing funding after the term of this Agreement and will not be liable for any additional costs incurred by you either during or after the Funding Period.
11. The grant funding recipient agrees and accept that you will not apply for duplicate funding in respect of any part of the Funded Activities or any related administration costs that Medr is funding in full as part of the Grant offer.
12. The grant funding recipient agrees that you will maintain appropriate financial, risk and due diligence systems when utilising any part of the Funding to provide a grant and/or to procure any goods or services from a third party.

Payment of Grant

13. Payment of the Funding is subject to you complying with this Agreement and to such further conditions that we may from time to time specify.
14. The Grant will be paid in accordance with the payment profile outlined within the Grant award letter.
15. Medr will only pay the funding in respect of eligible expenditure incurred by the grant funding recipient to deliver the funded activities outlined in the Grant award letter.
16. The funding recipient must promptly repay any money incorrectly paid by Medr, either as a result of an administrative error or otherwise.
17. Medr reserves the right to require the funding recipient to repay all or part of any funds paid to it if the funding recipient fails to comply with any terms and conditions of grant attached by Medr to the payment of those funds.
18. Any sums required to be repaid to Medr must be paid in full within twenty (20) business days of the date of Medr's written demand, unless otherwise agreed in writing by Medr.
19. In their role as Accounting Officer, the Chief Executive Officer of Medr (or a senior official so designated by the Chief Executive Officer) may suspend the payment of grant, either in whole or in part and either permanently or temporarily, if in their opinion it is appropriate and reasonable to do so to safeguard public funds.

Accountability

20. The Accountable Officer is responsible for ensuring the Grant is spent in a manner which complies with the terms and conditions of grant.
21. The Accountable Officer must safeguard, control and ensure the efficient, economical and effective management of the Grant.

22. The Accountable Officer must notify Medr of any serious weakness¹, such as a significant and immediate threat to the funding recipient's financial position, significant fraud or major accounting breakdown and the action being taken by the funding recipient to address this weakness.
23. The Accountable Officer must inform Medr of any breach or non-compliance with UK legislation.
24. The Accountable Officer should seek to ensure that financial considerations, including any issues of propriety, regularity and value for money are considered at all stages in relation to the Grant.
25. The Accountable Officer must ensure that the funding recipient complies with the Terms and Conditions of Grant and compliance rests with the funding recipient.
26. The Accountable Officer is responsible for ensuring that funds from Medr are used only in accordance with this Agreement and any other conditions prescribed by Medr from time to time. Funds should be managed in line with the principles set out in [Managing Public Money \(HM Treasury\)](#).
27. As a Welsh Government Sponsored Body, Medr must be confident that the funding recipients it funds have adequate and effective risk management, control and governance arrangements to protect the investment of public funding and arrangements for delivering value for money from public funds.

Notification Events and their Consequences

28. You must notify us immediately via email (investmentandmonitoring@medr.cymru), if a Notification Event² has occurred or is likely to occur, but we also reserve the right to notify you where we believe a Notification Event has occurred or is likely to occur.
29. We will either:
 - notify you that we, at our absolute discretion, consider the Notification Event is not capable of remedy; or
 - if we consider, at our absolute discretion, that the Notification Event is capable of being remedied, seek to discuss the Notification Event with you with a view to agreeing a course of action to be taken to address the Notification Event.

Monitoring and reporting

30. The funding recipient shall closely monitor the expenditure of the Grant funding throughout the Grant period to ensure that the terms and conditions of grant of the award are being adhered to.

¹ 'Serious weakness' is defined as one which has resulted in, or could result in, a significant loss of funds or a significant risk to a funding recipients' property, work, data, beneficiaries or reputation.

² As defined in Annex B.

31. You must provide Medr with such information, explanations and documents as Medr may reasonably require, including any specific monitoring or reporting requirements set out in the Grant award letter, for us to establish that the Grant has been used properly in accordance with this agreement. Monitoring templates may include sections on how the project has contributed to opportunities for persons to use the Welsh language.
32. You must co-operate fully with the Medr Official Officer(?) and with any other employee of Medr or consultant appointed by us to monitor your use of the Funding and your compliance with the terms and conditions of grant.
33. If Medr is not satisfied with your delivery of the funded activities and achievement of the agreed outcomes, we reserve the right to withhold, suspend or cancel payment of the funding.
34. Where a grant award extends beyond the period of a year, the Grant will be reviewed annually, and the review will take into account your delivery of the objectives against agreed purposes and targets as outlined within the Grant award letter.

Audit requirements

35. The funding recipient must maintain complete, accurate and valid accounting records identifying all income and expenditure in relation to the purposes.
36. The Auditor General for Wales is the statutory external auditor of both the Welsh Government and Medr. The Auditor General for Wales has the right to inspect the accounts of any funding recipient that receives a grant from Medr or Welsh Government and to carry out value for money investigations.
37. You must retain this letter and all original documents relating to the Funding for either six or ten years from the date of the last payment of funding, as outlined within the Welsh Government's [Welsh Government retention and disposal schedule](#).

Information

38. You acknowledge Medr are subject to the requirements of the Freedom of Information Act 2000 (the "FOIA"), the Environmental Information Regulations 2004 (the "EIR"), the Data Protection Act 2018 (the "DPA") and the retained EU law version of the General Data Protection Regulation ((EU 2016/679) (the "UK GDPR").
39. You acknowledge that we are responsible for determining at our absolute discretion whether:
 - a. to whether any information obtained under or in connection with the funding is required to be disclosed under the FOIA or the EIR; and/or
 - b. any information is exempt from disclosure under the FOIA or the EIR. For clarity, we will not normally disclose sensitive information other than for reasonable briefing purposes, in view of the confidential basis on which this

information is shared with Medr by funding recipients and the potential for harm caused by disclosure.

40. You acknowledge that we may share any data you provide to us with fraud prevention agencies and third parties for the purposes of preventing and detecting fraud. Any personal data we collect will be managed in accordance with the [Medr Privacy Notice](#).
41. Nothing in the terms and conditions of grant transfers to us any rights in any intellectual property created by you as a result of the Purposes.
42. You agree that from the date of this letter until five years from the date of the final payment of Funding we may include details about your organisation and business, the Funding and the Purposes in Medr promotional materials and you further agree to cooperate with our reasonable requests to achieve the production of such materials.

Prudent Management of the estate

43. The grant funding recipient should be considering Net Zero in delivering against the purposes of the grant awarded.

Buying goods and services

44. If you decide to buy any goods and/or services to deliver the Purposes within the Grant award letter, they must be purchased in a competitive and sustainable way so as to demonstrate that you have:
 - (i) achieved best value in the use of public funds;
 - (ii) complied with your conflict of interest policy at the same time; and
 - (iii) ensured compliance with your procurement policy in place at the relevant time.
45. We may from time-to-time request evidence from you to demonstrate your compliance with this condition. Such evidence may take the form of evidence of your:
 - a. compliance with any procurement regulations, legislation or guidance in place from time to time which you, or any person carrying out a business or function of the same or similar nature to you, is subject; or
 - b. compliance with your procurement policy in place at the relevant time; or
 - c. obtaining a minimum of three written quotations for the relevant goods and/or services.
46. You must supply such evidence to us promptly following our written request for such evidence.

Annex A: Glossary

In this terms and conditions of funding, the following definitions apply:

Accountable Officer	Head of an institution/organisation responsible and accountable to Medr (and ultimately to the Senedd Cymru) for ensuring that the institution/organisation uses Medr funds in ways that are consistent with the purposes for which those funds were given and complies with the terms and conditions of grant attached to them
Funding recipient	An organisation in the Tertiary education sector that is not a Local Authority or Further Education or Higher Education institution

Annex B: Notification Events

The Notification Events are listed below:

1. repayment of any part of the Funding is required in accordance with any relevant legislation;
2. if you fail to comply with relevant UK or Welsh legislation;
3. you fail to comply with any of the Conditions;
4. the Funding, in full or in part, is not being used for the Purposes;
5. you fail to achieve any or all of the Targets;
6. there is unsatisfactory progress towards completing the Purposes, including meeting the Targets;
7. you fail to provide information about the Purposes requested by us or any relevant UK bodies or any of its auditors, agents or representatives;
8. we have reason to believe that you and/or any of your Personnel are involved in fraudulent activity or have been involved in fraudulent activity whether or not it relates to or is in any way connected to the Funding;
9. we have made an overpayment of Funding to you;
10. there is a duplication of funding in respect of any part of the Purposes;
11. there has been a modification (qualification, adverse or disclaimer) to the auditor's opinion on your financial statements;
12. an event or circumstance has occurred and is outstanding which constitutes (or, with the expiry of a grace period, the giving of notice, the making of any determination or any combination there of, would constitute) a default or termination event (howsoever described) under any other agreement or instrument which is binding on you or to which any of your assets is subject;
13. a moratorium in respect of all or any of your debts or assets or a composition or an agreement with your creditors is agreed, applied for, ordered or declared;
14. you stop or suspend payment of any debts or are unable, or admit in writing your inability, to pay your debts as they fall due;
15. the value of your assets is less than your liabilities (taking into account contingent and prospective liabilities);
16. you commence negotiations, or enter into any composition, compromise, assignment or arrangement, with one or more of your creditors with a view to rescheduling any of your indebtedness (because of actual or anticipated financial difficulties);

17. any action, proceedings, procedure or step is taken in relation to you in relation to:
 - the suspension of payments, a moratorium in respect of any indebtedness, winding up, dissolution, administration or reorganisation (using a voluntary arrangement, scheme of arrangement or otherwise); or
 - a composition, compromise, assignment or arrangement with any of your creditors.
18. the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of you or any of your assets;
19. a statutory demand is issued against you;
20. you cease, or threaten to suspend or cease, to carry on all or a material part of your business;
21. there is a change in your constitution, status, control or ownership and/or your external auditors resign;
22. you fail to comply with any statutory reporting obligations which are applicable to you (including, but not limited to, filing requirements at Companies House, the Charity Commission, the Financial Conduct Authority);
23. there is any change, whether permanent or temporary, in your shareholders, directors, trustees or partners and/or Personnel which may affect your ability to deliver the Purposes;
24. any event occurs or circumstances arise which in our opinion gives reasonable grounds for believing that providing the Funding and/or the continuation of the arrangements contemplated by this letter could bring us into disrepute;
25. any event occurs or circumstances arise which in our opinion gives reasonable grounds for believing that you may not, or may be unable, to perform or comply with any of your obligations under the Conditions.

Medr

Y Comisiwn Addysg Drydyddol ac Ymchwil
Commission for Tertiary Education and Research

www.medr.cymru

2 Cwr y Ddinas
Stryd Tyndall
Caerdydd
CF10 4BZ

2 Capital Quarter
Tyndall Street
Cardiff
CF10 4BZ



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