

## **Commercial in Confidence**

«PL»

«Org»

«Org\_address»

Date: [Date]

Dear «PL»

**[Darwin Initiative/Illegal Wildlife Trade Challenge Fund/Darwin Plus]**

**Project Reference: «Project\_Ref»**

**«Title»**

I am writing to you on behalf of the Department for Environment, Food and Rural Affairs (the “**Department**”) regarding your recently approved application for funding to the **[Darwin Initiative/Illegal Wildlife Trade Challenge Fund/Darwin Plus]**. This letter sets out the terms and conditions of the grant agreement. A copy of these terms can also be found online at the Forms and Guidance Portal.

The terms of the grant agreement (the “**Grant Funding Agreement**”) between the Department and «Org» (the “**Grantee**”) are set out in this Grant Offer Letter, together with the Grant Acceptance Form and the terms and conditions of Grant available at the Forms and Guidance Portal, as may be varied from time to time (the “**Conditions of Grant**” which include all schedules and documents referred to in the terms and conditions).

Unless the context otherwise requires, phrases with capitals used in this Grant Offer Letter have the same meanings as in the Conditions of Grant.

The Department, in exercise of its powers to make grants, given under delegated authority from the Secretary of State for Environment, Food and Rural Affairs under the International Development Act 2002, hereby offers Grant Funding not exceeding £«funds» (inclusive of any applicable VAT) (the “**Maximum Sum**”) in accordance with the terms of this Grant Funding Agreement.

For the purposes of the Grant Funding Agreement, the Department and the Grantee agree as follows:

The funding period shall commence on «Startdate» and expire on «Enddate» (the “**Funding Period**”).

The Project supported by the Grant is as specified in the final approved Grantee Application annexed to this letter, and any subsequently agreed changes made in accordance with the Conditions of Grant.

This Grant is subject to annual review. For each new Financial Year you will receive confirmation of the award offered for that Financial Year. You must accept that award offer for payments to continue.

### **Special Conditions [(examples of special conditions)]**

#### **Match Funding**

[The offer of Grant Funding is conditional on you securing additional funding for the Approved Project from other sources as specified in the Grantee Application]

#### **Capital Spend Limit**

The Capital spend allowed under the terms of the Grant Agreement is limited to Expenditure on the items set out below:

**Insert applicable items e.g.**

- **Laptops for use by staff**
- **Printers]**

The Department has engaged NIRAS as Grant Administrators to manage this Grant scheme on its behalf and NIRAS is authorised to act on the Department's behalf in respect of this Grant Funding Agreement. All correspondence and notices for the Department should be sent to NIRAS.

**The contact details for correspondence and notices are:**

**The Department - care of NIRAS:**

NIRAS, Pentlands Science Park, Bush Loan, Penicuik, EH26 0PL, United Kingdom

Attention: [Darwin Initiative/Illegal Wildlife Trade Challenge Fund/ Darwin Plus] Projects

Email: BCF-Darwin@niras.com/BCF-DPLUS@niras.com/BCF-IWTTCF@niras.com

**Grantee:**

«Org»

«Org\_address»

Attention: «PL»

Email: «Email\_address»

**Acceptance of Offer**

This Grant Offer Letter has been issued electronically by NIRAS on behalf of the Department. If you are content to accept our offer, please arrange for someone with delegated authority to complete the Grant Acceptance Form and the Supplier Form. Acceptance is required within 30 days from the date of this Grant Offer Letter. If we do not receive your acceptance within the deadline, our offer will lapse.

Please remember to quote the Project Reference number above in any future communications relating to this grant.

[Insert Name]

NIRAS, acting for the Department

## Annex

This Grant Funding Agreement is made on the date of the Grant Acceptance Form

**Between:**

- (1) The Secretary of State for Environment, Food and Rural Affairs whose principal offices are at Marsham Street, London SW1P 4DF (the “**Authority**”), acting by and through its Grant Manager, NIRAS of Pentlands Science Park, Bush Loan, Penicuik, Nr. Edinburgh EH26 0PL Scotland;
- (2) The Grant Recipient named in the Grant Acceptance Form in Schedule 1. (the “**Grant Recipient**”).

**In relation to the “Project” named in the Grant Acceptance Form in Schedule 1.**

**Background**

- (A) The Grant is made pursuant to Environmental Protection Act 1990, and/or the International Development Act 2002. If the payment of the Grant is subject to the satisfaction of conditions, those conditions precedent and the date for satisfaction are set out in the Grant Funding Letter.
- (B) The Authority ran a competition for grant applications in respect of [Darwin Initiative/Illegal Wildlife Trade Challenge Fund/ Darwin Plus]
- (C) The Grant Recipient was successful under that competition and the Authority awarded it a grant to deliver the project proposed in the Grantee Application.
- (D) The Authority will provide the Grant to the Grant Recipient as provided for in this Grant Funding Agreement.
- (E) The Grant Recipient must use the Grant solely for the Funded Activities.
- (F) The Authority has appointed the Grant Manager to perform the role of Grant Manager in respect of this Grant Funding Agreement and the Grant Recipient is expected to deal with the Grant Manager in relation to the Grant in the first instance.
- (G) The Authority hereby agrees to provide the Grant to the Grant Recipient subject to the conditions set out below.

### 1. General Conditions

- 1.1. This Grant Funding Agreement sets out the conditions which apply to the Grant Recipient receiving the Grant from the Authority. If the payment of the Grant is subject to the satisfaction of conditions, those conditions precedent and the date for satisfaction are set out in the Grant Funding Letter.

The Authority and the Grant Recipient have agreed that the Authority will provide the Grant up to the Maximum Sum as long as the Grant Recipient uses the Grant in accordance with all the conditions set out in this Grant Funding Agreement (including any special conditions included in the Grant Funding Letter).

- 1.2. The Authority makes the Grant to the Grant Recipient on the basis of the detailed proposals submitted by the Grant Recipient as set out in Schedule 1.
- 1.3. The Parties confirm that they intend to be legally bound by this Grant Funding Agreement.

## 2. Definitions and Interpretation

2.1. Where they appear in these Conditions:

**Agreed Outputs** means the expected outputs and outcomes specified in the Grantee Application.

**Aid Diversion** is any event, including fraud, corruption, bribery, theft, terrorist financing, money laundering and other misuse of funds that prevents the Grant or funds being directed to the aid outcomes or recipients intended.

**Asset** means any assets that are to be purchased or developed using the Grant including equipment or any other assets which may be a Fixed Asset as appropriate in the relevant context, and **Assets** will be construed accordingly;

**Asset Owning Period** means the period during which the Assets are recorded as Assets in the Grant Recipient's accounts;

**Authority Personal Data** means any Personal Data supplied for the purposes of, or in connection with, the Grant Funding Agreement by the Authority to the Grant Recipient;

**Bribery Act** means the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning this legislation;

**Capital Grants** means the sum or sums of money provided by a grant making body to the Grant Recipient for items such as buildings, equipment, or machinery;

**Code of Conduct** means the Code of Conduct for Recipients of Government General Grants published by the Cabinet Office in November 2018 which is available at<sup>1</sup>, including any subsequent updates from time to time;

**Commencement Date** means the date on which the Grant Funding Agreement comes into effect, being the Project start date in the Grant Acceptance Form.

**Confidential Information** means any information (however conveyed, recorded or preserved) disclosed by a Party or its personnel to another Party (and/or that Party's personnel) whether before or after the date of the Grant Funding Agreement, including but not limited to:

- a) any information that ought reasonably to be considered to be confidential (whether or not it is so marked) relating to:
  - (i) the business, affairs, customers, clients, suppliers or plans of the disclosing Party; and
  - (ii) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing Party; and
- b) any information developed by the Parties in the course of delivering the Funded Activities;
- c) the Authority Personal Data;
- d) any information derived from any of the above.

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<sup>1</sup> [https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/754555/2018-11-06 Code of Conduct for Grant Recipients.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/754555/2018-11-06_Code_of_Conduct_for_Grant_Recipients.pdf)

Confidential Information must not include information which:

- a) was public knowledge at the time of disclosure (otherwise than by breach of condition 11 of these Conditions);
- b) was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;
- c) is received from a Third Party (who lawfully acquired it) without restriction as to its disclosure; or
- d) is independently developed without access to the Confidential Information.

**Contracting Authority** means any contracting authority (other than the Authority) as defined in regulation 2 of the Public Contracts Regulations 2015 (as amended);

**Controller and Processor** take the meaning given in the UK GDPR;

**Change of Control** means the sale of all or substantially all the assets of a Party; any merger, consolidation or acquisition of a Party with, by or into another corporation, entity or person, or any change in the ownership of more than fifty percent (50%) of the voting capital stock of a Party in one or more related transaction;

**Crown Body** means the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;

**Data Protection Legislation** means (i) the UK GDPR; (ii) the Data Protection Act 2018 to the extent that it relates to the processing of Personal Data and privacy; and (iii) all applicable Law relating to the processing of Personal Data and privacy;

**Delivery Partner** means any individual, organisation and or entity with which the Grant Recipient has agreed to work with to deliver the required outcomes of this Grant Funding Agreement;

**Devtracker** means the UK government site that shows the international development programmes led by the UK Government and its partners in detail;

**Disposal** means the disposal, sale, transfer of an Asset or any interest in any Asset and includes any contract for disposal;

**DPA 2018** means the Data Protection Act 2018;

**Domestic Law** means an applicable law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements of any regulatory body, delegated or subordinate legislation which replaces EU law as a consequence of the UK leaving the European Union;

**Duplicate Funding** means funding provided by a third party to the Grant Recipient for the same purpose as the Grant, but not declared to the Authority;

**Eligibility Criteria** mean the Authority's selection criteria used to determine who should be grant recipients including the Grant Recipient;

**Eligible Expenditure** means the payments made by the Grant Recipient making use of the Grant for the purposes of delivering the Funded Activities that comply in all respects with these Conditions;

**EIR** means the Environmental Information Regulations 2004;

**Exit Plan** means the exit plan referred to in Condition 28;

**Event of Default** means an event or circumstance set out in condition 27.1;

**Financial Year** means from 1 April to 31 March;

**Fixed Assets** means any Asset which consists of land, buildings, plant and equipment acquired, developed, enhanced, or constructed in connection with the Funded Activities;

**FOIA** means the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation;

**Forms and Guidance Portal** means the online depository of Forms, templates, and guidance for projects, available at:

- Darwin Initiative: <https://www.darwininitiative.org.uk/>
- IWT Challenge Fund: <https://iwt.challengefund.org.uk/>
- Darwin Plus: <https://darwinplus.org.uk/resources/>

**Funded Activities** means the activities set out in Schedule 1;

**Funding Period** means the period for which the Grant is awarded starting on the Commencement Date and ending as set out in the Grant Acceptance Form (without prejudice to the continuation in force of these Conditions beyond that end date in relation to the Funded Activities):

**General Data Protection Regulation** and **GDPR** means (the General Data Protection Regulation (EU) 2016/679);

**Grant** means the sum or sums the Authority will pay to the Grant Recipient in accordance with condition 4 and subject to the provisions set out at conditions 26 and 27;

**Grant Claim** means a Grant Claim in the form specified by Schedule 2 submitted by the Grant Recipient to the Authority for payment of the Grant;

**Grant Funding Agreement** means the Grant Funding Letter, and these Conditions, together with the Schedules to these Conditions and their respective appendices;

**Grant Funding Letter** means the letter the Authority issued to the Grant Recipient to which these Conditions are attached;

**Grant Manager** means the entity who has been nominated by the Authority to be the single point of contact for the Grant Recipient in relation to the Grant and in the case of this Grant Funding Agreement the Grant Manager is NIRAS of Pentlands Science Park, Bush Loan, Penicuik, Nr. Edinburgh EH26 0PL Scotland;

**HRA** means the Human Rights Act 1998 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation;

**Ineligible Expenditure** means expenditure incurred by the Grant Recipient which is not Eligible Expenditure and as set out in condition 5 of these Conditions;

**Information Acts** means the Data Protection Legislation, FOIA and the EIR, as amended from time to time;

**Intellectual Property Rights** or **IPRs** means copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade names, designs, know-how, trade secrets and any modifications, amendments, updates and new releases of the same and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

**IPR Material** means all material produced by the Grant Recipient or its Representatives or as the case may be, a third party Grantee or any of their Representatives in relation to the Funded Activities during the Funding Period (including but not limited to, materials expressed in any form of report, database, design, document, technology, information, know how, system or process);

**Instalment Period** means the intervals set out in Schedule 2 when the Authority will release payment of the Grant to the Grant Recipient during the Funding Period;

**Joint Controllers** means where two or more Controllers jointly determine the purposes and means of processing;

**Law** means any law, statute, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, right within the meaning of Section 4(1) EU Withdrawal Act 2018 as amended by EU (Withdrawal Agreement) Act 2020, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Grant Recipient is bound to comply;

**Losses** means all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and **Loss** will be interpreted accordingly;

**Match Funding** means any contribution to the Funded Activities by the Grant Recipient or from a third party to the Grant Recipient to meet the balance of the Eligible Expenditure not supported by the Grant *that is not directly or indirectly funded by the Government or other public body*

**Maximum Sum** means the maximum amount of the Grant the Authority will provide to the Grant Recipient for the Funded Activities subject to condition 26;

**Northern Ireland Protocol** means the Protocol on Ireland/Northern Ireland in the EU withdrawal agreement;

**Party** means the Authority or Grant Recipient and **Parties** must be each Party together;

**Personal Data** has the meaning given to it by the UK GDPR;

**Procurement Regulations** means the Public Contracts Regulations 2015, Concession Contracts Regulations 2016, Defence Security Public Contracts Regulations 2011 and the Utilities and Contracts Regulations 2016 together with their amendments, updates and replacements from time to time;

Prohibited Act means:

- a) directly or indirectly offering, giving or agreeing to give to any servant of the Authority or the Crown any gift or consideration of any kind as an inducement or reward for:
  - (i) doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of the Funding Agreement; or
  - (ii) showing or not showing favour or disfavour to any person in relation to the Funding Agreement;
- b) committing any offence:
  - (i) under the Bribery Act;
  - (ii) under legislation creating offences in respect of fraudulent acts; or
  - (iii) at common law in respect of fraudulent acts in relation to the Funding Agreement; or
- c) defrauding or attempting to defraud or conspiring to defraud the Authority or the Crown;

**Publication** means any announcement, comment or publication of any publicity material by the Grant Recipient concerning the Funded Activities or the Authority;

**Remedial Action Plan** means the plan of action submitted by the Grant Recipient to the Authority following an Event of Default pursuant to the Rectification Plan process set out in conditions 27.4;

**Representatives** means any of the Parties' duly authorised directors, employees, officers, agents, professional advisors and consultants;

**Schedule** means any of the schedules attached to these Conditions, which form part of the Grant Funding Agreement;

**Special Payments** means ex gratia expenditure by the Grant Recipient to a third party where no legal obligations exist for the payment and/or other extra-contractual expenditure. Special Payments may include, but is not limited to, out-of-court settlements, compensation or additional;

**State Aid Law** means the law embodied in Articles 107- 109 of the Treaty for the Functioning of the European Union and any related legislation adopted by the Council, European Parliament and/or the Commission (including implementing legislation) decisions and communications to the extent it applied or continues to apply at any time in the United Kingdom;

**Statement of Grant Usage** means a statement to be provided in accordance with Condition 8.1 in the form prescribed by Schedule 2;

**Supplier Form** means the supplier set-up form available at the Forms and Guidance Portal;

**Third Party** means any person or organisation other than the Grant Recipient or the Authority;

**Trade and Cooperation Agreement** means the Trade and Cooperation Agreement between the European Union and the European Atomic Energy Community, of the one part, and the United Kingdom of Great Britain and Northern Ireland, of the other part (as that agreement is modified or supplemented from time to time in accordance with any provision of it or of any other future relationship agreement);

**UK GDPR** means the retained EU law version of the General Data Protection Regulation (Regulation (EU) 2016/679), as transposed into UK Law by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019;

**Unspent Monies** means any monies paid to the Grant Recipient in advance of its Eligible Expenditure, which remains unspent and uncommitted at the end of the Financial Year, the Funding Period or because of termination or breach of these Conditions;

**VAT** means value added tax chargeable in the UK;

**Working Day** means any day from Monday to Friday (inclusive) which is not specified or proclaimed as a bank holiday in England and Wales pursuant to section 1 of the Banking and Financial Dealings Act 1971 including Christmas Day and Good Friday

2.2. In these Conditions, unless the context otherwise requires:

2.2.1. the singular includes the plural and vice versa;

2.2.2. reference to a gender includes the other gender and the neuter;

2.2.3. references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;

2.2.4. a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;

- 2.2.5. the words "**including**", "**other**", "**in particular**", "**for example**" and similar words will not limit the generality of the preceding words and will be construed as if they were immediately followed by the words "without limitation";
- 2.2.6. Any reference in this Grant Funding Agreement which immediately before the date of exit from the EU (or such later date when relevant EU law ceases to have effect pursuant to Section 1A of the European Union (Withdrawal) Act 2018) is a reference to (as it has effect from time to time):
- (i) any EU regulation, EU decision, EU tertiary legislation or provision of the European Economic Area ("**EEA**") agreement ("**EU References**") which is to form part of domestic law by application of Section 3 of the European Union (Withdrawal) Act 2018 and which shall be read on and after the date of exit from the EU as a reference to the EU References as they form part of domestic law by virtue of Section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time; and
  - (ii) any EU institution or EU authority or other such EU body shall be read on and after the date of exit from the EU as a reference to the UK institution, authority or body to which its functions were transferred.
- 2.2.7. references to "**writing**" include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing will be construed accordingly;
- 2.2.8. references to "**representations**" will be construed as references to present facts, to "**warranties**" as references to present and future facts and to "**undertakings**" as references to obligations under the Grant Funding Agreement;
- 2.2.9. references to "**conditions**" and "**Schedules**" are, unless otherwise provided, references to the conditions and Schedules of these Conditions and references in any Schedule to parts, conditions and tables are, unless otherwise provided, references to the parts, conditions and tables of the Schedule in which these references appear; and
- 2.2.10. the headings in these Conditions are for ease of reference only and do not affect the interpretation or construction of these Conditions.
- 2.3. Where there is any conflict between the documents that make up this Grant Funding Agreement the conflict must be resolved in accordance with the following order of precedence:
- 2.3.1. any special conditions contained in the Grant Offer Letter;
  - 2.3.2. the Conditions of Grant;
  - 2.3.3. Grantee Application and grant budget;
  - 2.3.4. the Grant Acceptance Form;
  - 2.3.5. the Schedules to the Conditions of Grant and any appendices attached to those Schedules; and
  - 2.3.6. any documents incorporated into the Conditions of Grant by reference.

### **3. Duration and Purpose of the Grant**

- 3.1. The Funding Period starts on the Commencement Date and ends on end date in Grant Acceptance Form unless terminated earlier in accordance with this Grant Funding Agreement.
- 3.2. The Grant Recipient will ensure that the Funded Activities start on the Commencement Date but where this has not been possible, that they start no later than 3 months after the Commencement Date.

- 3.3. The Grant Recipient must use the Grant solely for the delivery of the Funded Activities. The Grant Recipient may not make any changes to the Funded Activities unless the Authority has given prior written agreement, which must be recorded and notified through a change control notice.
- 3.4. The Authority may at its discretion agree to vary the Grant funding as a result of changes to the Funded Activities or for any other reason. Any variation made under this condition 3.4 will not take effect unless recorded and notified through a change control notice.
- 3.5. If the Authority wants to make a change to the Funded Activities (including for example reducing the Grant or removing some of the Funded Activities from the Grant) it may do so on one month's written notice to the Grant Recipient.

## **4. Payment of Grant**

- 4.1. Subject to the remainder of this condition 4 the Authority, acting by its Grant Manager, shall pay the Grant Recipient an amount not exceeding a total in the Grant Acceptance Form. The Authority acting by its Grant Manager shall pay the Grant in pound sterling (GBP) and into a bank located.
- 4.2. The Grant Recipient must provide bank account details to the Authority that must be verified for means of electronic payment. The Grant Recipient must include the relevant Grant Reference on all Grant Claims. The Grant must either be paid into a separate bank account in the name of the Grant Recipient which must be an ordinary business bank account or be clearly identified as restricted funds specific to this project. At least two individual Representatives of the Grant Recipient must sign or otherwise expressly authorise all cheques from the bank account.
- 4.3. The signatory must be the chief finance officer or someone with proper delegated authority. Any change of bank details must be notified immediately using the Supplier Form to be provided by the Authority (acting by its Grant Manager) and signed by an approved signatory. Any change of signatory must be notified to the Authority's Grant Manager for approval, as soon as known by submission of the new/amendment to signatory panel form available in the Forms and Guidance Portal.
- 4.4. The Grant represents the Maximum Sum the Authority's (acting by its Grant Manager) will pay to the Grant Recipient under the Grant Funding Agreement. The Maximum Sum will not be increased in the event of any overspend by the Grant Recipient in its delivery of the Funded Activities. The Grant Recipient agrees that the Maximum Sum is the amount agreed as the GBP value, at the Commencement Date.
- 4.5. The Authority (acting by its Grant Manager) will only pay the Grant to the Grant Recipient in respect of Eligible Expenditure incurred by the Grant Recipient to deliver the Funded Activities. The Authority (acting by its Grant Manager) will only pay the Grant to the Grant Recipient once the Authority (acting by its Grant Manager) is satisfied that the Grant Recipient has provided a sufficient level of assurance to demonstrate that the Grant will be used for Eligible Expenditure. The Authority (acting by its Grant Manager) will be deemed to be satisfied that the Grant Recipient has provided a sufficient level of assurance as required above from the Commencement Date and throughout the Funding Period unless it otherwise notifies the Grant Recipient in light of its assessment of any report or other information received from the Grant Recipient it has reasonable grounds for suspecting that the Grant is or may not be being used for Eligible Expenditure in accordance with this Condition and for as long as the Grant Recipient fails to give any satisfactory assurance to the contrary
- 4.6. The Grant Recipient must provide the Authority's Grant Manager with evidence of the costs/payments, which are classified as Eligible Expenditure in condition 5, which may include (but will not be limited to) receipts and invoices or any other documentary evidence specified by the Authority's Grant Manager.

- 4.7. The Grant Recipient must declare to the Authority's Grant Manager any Match Funding which has been approved or received before the Commencement Date. If the Grant Recipient intends to apply for, is offered or receives any further Match Funding during the Funding Period, the Grant Recipient must notify the Authority's Grant Manager before accepting or using any such Match Funding. On notifying the Authority of the Match Funding the Grant Recipient must confirm the amount, purpose and source of the Match Funding and the Authority must confirm whether it is agreeable to the Grant Recipient accepting the Match Funding. If the Authority (acting by its Grant Manager) does not agree to the use of Match Funding the Authority must be entitled - to terminate the Grant Funding Agreement in accordance with condition 27.1.9 and where applicable, require all or part of the Grant to be repaid.
- 4.8. Where the use of Match Funding is permitted the Grant Recipient must set out any Match Funding it receives in the format required by Schedule 5 and send that to the Authority's Grant Manager. This is so the Authority and its Grant Manager know the total funding the Grant Recipient has received for the Funded Activities.
- 4.9. The Grant Recipient agrees that:
- 4.9.1. it will not apply for, or obtain, Duplicate Funding in respect of any part of the Funded Activities which have been paid for in full using the Grant;
  - 4.9.2. the Authority or the Authority's Grant Manager may refer the Grant Recipient to the police should it dishonestly and intentionally obtain Duplicate Funding for the Funded Activities;
  - 4.9.3. The Authority (acting by its Grant Manager) will not make the first payment of the Grant and/or any subsequent payments of the Grant unless or until, the Authority (acting by its Grant Manager) is satisfied that:
    - (i) the Grant will be used for Eligible Expenditure only; and
    - (ii) if applicable, any previous Grant payments have been used for the Funded Activities or, where there are Unspent Monies, have been repaid to the Authority.
- 4.10. The Grant Recipient must submit a valid Grant Claims form for payment of Grant, at such periods as are specified in Schedule 2 or otherwise agreed by the parties in writing. Each and every valid Grant Claims form submitted by the Grant Recipient to the Authority's Grant Manager must include all such records and information as the Authority and/or its Grant Manager may require including details and evidence of expenses incurred and programme of work undertaken and such other information as is necessary to enable verification of the information and the amounts referred to in the claim for payment (Schedule 2). The Grant Recipient must include the relevant Grant Reference number on all Grant Claims.
- 4.11. Unless otherwise stated in these Conditions, payment of the Grant will be made within 30 days of the Authority's Grant Manager approving the Grant Recipient's Grant Claim.
- 4.12. The Authority will have no liability to the Grant Recipient for any Losses caused by a delay in the payment of a Grant Claim for whatever reason arising.
- 4.13. The Authority reserves the right not to pay any Grant Claims which are not submitted within the period set out in condition 4.10 or which are incomplete, incorrect or submitted without the full supporting documentation.
- 4.14. The Grant Recipient must promptly notify and repay immediately to the Authority any money incorrectly paid to it either as a result of an administrative error or otherwise. This includes (without limitation) situations where the Grant Recipient is paid in error before it has complied with its obligations under the Grant Funding Agreement. Any sum, which falls due under this condition 4.14, must fall due immediately. If the Grant Recipient fails to repay the due sum immediately or within any other timeframe specified by the Authority the sum will be recoverable summarily as a civil debt.

- 4.15. Where the Grant Recipient enters into a contract with a Third Party in connection with the Funded Activities, the Grant Recipient will remain responsible for paying that third party. The Authority has no responsibility for paying third party invoices.
- 4.16. Onward payment of the Grant and the use of sub-contractors must not relieve the Grant Recipient of any of its obligations under the Grant Funding Agreement, including any obligation to repay the Grant.
- 4.17. The Grant Recipient may not retain any Unspent Monies without the Authority's prior written permission.
- 4.18. If at the end of the relevant Financial Year there are Unspent Monies, the Grant Recipient must repay such Unspent Monies to the Authority no later than 30 days from the Authority's request for repayment.
- 4.19. Payment of the final Grant Claim will only be made once the Department has verified the final report submitted in accordance with Condition 7.3.3 and the applicable assurance documents submitted in accordance with Condition 8.1, and the final Grant Claim may therefore not be paid by the Department for several months after the Project ends.

## **5. Eligible and Ineligible Expenditure**

- 5.1. The Authority (acting by its Grant Manager) will only pay to the Grant in respect of Eligible Expenditure incurred by the Grant Recipient to deliver the Funded Activities and the Grant Recipient must use the Grant solely for delivery of the Funded Activities (as set out in Schedule 1 of these Conditions).
- 5.2. The following costs/payments will be classified as Eligible Expenditure if compliant with condition 5.6 and incurred for the purposes of the Funded Activities:
  - 5.2.1. Fees charged or to be charged to the Grant Recipient by the external auditors/accountants for reporting/certifying that the grant paid was applied for its intended purposes.
    - (i) if the Maximum Sum is over £100,000: up to £3,000 each Financial Year an assurance statement is provided pursuant to Condition 8.1;
    - (ii) if the Maximum Sum is under £100,000: up to £2,000 each Financial Year an assurance statement is provided pursuant to Condition 8.1.
  - 5.2.2. giving evidence to Parliamentary Select Committees;
  - 5.2.3. attending meetings with government ministers or civil servants to discuss the progress of a taxpayer funded grant scheme;
  - 5.2.4. responding to public consultations, where the topic is relevant to the objectives of the Funded Activities. To avoid doubt, Eligible Expenditure does not include the Grant Recipient spending the Grant on lobbying other people to respond to any such consultation (unless explicitly permitted in the Grant Funding Agreement);
  - 5.2.5. providing independent, evidence-based policy recommendations to local government, departments or government ministers, where that is the objective of a taxpayer funded grant scheme, for example, 'What Works Centres'; and
  - 5.2.6. providing independent evidence-based advice to local or national government as part of the general policy debate where that is in line with the objectives of the Grant.
  - 5.2.7. publishing and publicising the results of research paid for using taxpayer funded grants;

- 5.3. The Grant Recipient may not in any circumstance claim the following non-exhaustive list as Eligible Expenditure: The list below does not override activities which are deemed eligible in these Conditions:
- 5.3.1. Paid for lobbying, which means using the Grant to fund lobbying (via an external firm or in-house staff) in order to undertake activities intended to influence or attempt to influence Parliament, government or political activity; or attempting to influence legislative or regulatory action;
  - 5.3.2. using the Grant to directly enable one part of government to challenge another on topics unrelated to the agreed purpose of the grant;
  - 5.3.3. using the Grant to petition for additional funding;
  - 5.3.4. expenses such as for entertaining, specifically aimed at exerting undue influence to change government policy;
  - 5.3.5. payments for activities of a political or exclusively religious nature;
- 5.4. Other examples of expenditure, which are prohibited, include the following:
- 5.4.1. activities which may lead to civil unrest
  - 5.4.2. activities which discriminate against any group on the basis of age, gender reassignment, disability, race, colour, ethnicity, sex and sexual orientation, pregnancy and maternity, religion or belief.
  - 5.4.3. contributions in kind;
  - 5.4.4. interest payments or service charge payments for finance leases;
  - 5.4.5. gifts, to individuals, other than promotional materials;
  - 5.4.6. statutory fines, criminal fines or penalties civil penalties, damages or any associated legal costs;
  - 5.4.7. payments for works or activities which the Grant Recipient has a statutory duty to undertake, or that are fully funded by other sources;
  - 5.4.8. bad debts to related parties;
  - 5.4.9. redundancy payments, payments for unfair dismissal or other compensation;
  - 5.4.10. depreciation, amortisation or impairment of assets owned by the Grant Recipient;
  - 5.4.11. the acquisition or improvement of Assets by the Grant Recipient (unless the Grant is explicitly for capital use – this will be stipulated in the Grant Funding Letter); and
  - 5.4.12. liabilities incurred before the commencement of the Grant Funding Agreement unless agreed in writing by the Authority.
  - 5.4.13. overheads allocated or apportioned at rates materially in excess of those used for any similar activity work carried out by the Grantee;
  - 5.4.14. activities that result in commercial gain or profit or any profit element for the Grantee. For the avoidance of doubt, no profit, dividends, bonuses and/or any similar or equivalent benefit will be paid to the owners, members, and directors of the Grantee;
  - 5.4.15. interest charges;
  - 5.4.16. service charges arising on finance leases, hire purchase and credit arrangements;
  - 5.4.17. costs involved in winding up a company;
  - 5.4.18. payments into private pension schemes or for unfunded pensions;
  - 5.4.19. compensation for loss of office, bad debts arising from loans to proprietors, partners, employees, directors, shareholders, guarantors, or a person connected with any of these;

- 5.4.20. gifts and entertaining (entertaining for this purpose means anything that would be a taxable benefit to the person being entertained, according to current UK tax regulations);
  - 5.4.21. travel and subsistence that would give rise to a taxable benefit were the cost to be incurred by, but not borne by, an individual;
  - 5.4.22. reclaimable VAT and any other tax (except PAYE);
  - 5.4.23. late payment charges for credit or charge cards and costs resulting from the deferral of payments to creditors;
  - 5.4.24. any liability arising out of negligence on the part of the Grantee or its Representatives, sub-contractors, and agents;
  - 5.4.25. payments arising from a contractual commitment by single tender action with a current or former director of the Grantee or current or former member of its staff without written approval from the Department;
  - 5.4.26. purchase of land or the purchase and/or construction of buildings (unless the relevant purchase and/or construction is explicitly identified in the Grant Offer Letter as being within the scope of the Project);
  - 5.4.27. arms and ammunition
  - 5.4.28. any items whose trade is prohibited under, or is otherwise not in compliance with, the Convention on International Trade in Endangered Species;
  - 5.4.29. any other items which are sourced or used otherwise than legally and in accordance with all applicable national and international laws and treaties.
- 5.5. Expenditure includes any costs, expenses or other forms of payment. Expenditure is deemed to take place at the moment when money passes out of the Grant Recipient's control. This may take place when:
- 5.5.1. Legal tender is passed to a supplier (or, for wages, to an employee);
  - 5.5.2. A letter is posted to a supplier or employee containing a cheque; or
  - 5.5.3. An electronic instruction is sent to a bank/building society to make a payment to a supplier or employee by direct credit or bank transfer.
- 5.6. The Grant Recipient shall refer to Rule 2 in the FCDO Programme Operating Framework which sets out that all transactions reported as Official Development Assistance (ODA) must meet OECD definition of aid and be compliant with the International Development Act 2002<sup>2</sup>.

## 6. Annual Grant Review

- 6.1. The Authority and/or the Authority's Grant Manager will review the Grant annually. The Authority and/or the Authority's Grant Manager will take into account the Grant Recipient's delivery of the Funded Activities against the agreed outputs set out in Schedule 1 of these Conditions by the Grant Recipient in accordance with condition 7.2 of these Conditions.

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[https://assets.publishing.service.gov.uk/media/657ffea21c0c2a001318cebb/Programme\\_Operating\\_Framework\\_October\\_2023.odt](https://assets.publishing.service.gov.uk/media/657ffea21c0c2a001318cebb/Programme_Operating_Framework_October_2023.odt)

- 6.2. Each annual review may result in the Authority or Grant Manager deciding that (for example a non-exclusive list includes):
  - 6.2.1. Authority or Grant Manager to add in any bespoke requirements for a particular project
  - 6.2.2. the Funded Activities and the Grant Funding Agreement should continue in line with existing plans;
  - 6.2.3. there should be an increase or decrease in the Grant for the subsequent Financial Year;
  - 6.2.4. the outputs should be re-defined and agreed;
  - 6.2.5. the Grant Recipient should provide the Authority with a draft Remedial Action Plan setting out the steps the Grant Recipient will take to improve delivery of the Funded Activities;
  - 6.2.6. the Authority should recover any Unspent Monies;
  - 6.2.7. the Grant be terminated in accordance with condition 27.11 of these Conditions.
- 6.3. If the Grant Recipient is required to submit a draft Remedial Action Plan in accordance with condition 6.2.4 the Remedial Action Plan process set out in condition 27.4 to 27.10 must apply.
- 6.4. The Grant Recipient may make representations to the Authority regarding the Authority's decision made in accordance with condition 6.2. The Authority is not however obliged to take such representations into account when making its decision as any such decision will be final and at the Authority's absolute discretion.

## **7. Monitoring and Reporting**

- 7.1. The Grant Recipient must closely monitor the delivery and success of the Funded Activities throughout the Funding Period to ensure that the aims and objectives of the Funded Activities are achieved.
- 7.2. The Grant Recipient must provide the Authority and the Authority's Grant Manager with all reasonable assistance and co-operation in relation to any ad-hoc information, explanations and documents as the Authority may require, from time to time, so the Authority and the Authority's Grant Manager may establish if the Grant Recipient has used the Grant in accordance with the Grant Funding Agreement.
- 7.3. The Grant Recipient must also provide the Authority or Grant Manager with progress narrative and financial reports on the execution of this Grant Funding Agreement that describe performance against indicators covered in the: logframe and the proposal at Schedule 1 of these Conditions; and, where possible, the associated receipt and utilisation of resources used to deliver these. If relevant, provide details of any Assets either acquired or improved using the Grant in an asset register to be kept updated throughout the life of the grant. Continuation of this Grant Funding Agreement after year one will be dependent on satisfactory progress and value for money being achieved each previous year. The reports include:
  - 7.3.1. a mid-year report by 31 October of each year in the Funding Period; or if the project is between 6 months and 12 months long, an interim report halfway through the Funding Period.
  - 7.3.2. an end of year report by 30 April in each year of the Funding Period (save that this end of year report is not required if a final report pursuant to Condition 7.3.3 is provided on or before 31 July of the same year); and
  - 7.3.3. a final report within three months for multi-year grants or one month for single year grants, in each case from completion of the project reports provided pursuant to Condition 7.3 shall:
  - 7.3.4. report on the progress made towards achieving the Agreed Outputs including an appropriate level of evidence of Project activities to allow an independent reviewer to evaluate progress. Where possible, the report will quantify what has been achieved by reference to the Project targets;

- 7.3.5. The Grantee shall provide any supplementary reports/information on other aspects of its activities as may be reasonably requested by the Department to enable it to consider the use to which the Grant is put. This may include providing information about Project legacy after the Project has ended.
- 7.4. When requesting payment, the Grant Recipient should provide detailed project financial reports that set out in both cash and resource terms actual expenditure to date against the approved project budget and quarterly forecast expenditure for the Authority's financial year (1 April-31 March). In multi-donor arrangements, these reports should clearly segregate the Authority's proportion of funding.
- 7.5. The Authority or its Grant Manager may, from time to time, request project financial reports for the calendar year in line with Official Development Assistance reporting requirements. Quarterly financial forecasts will be required.
- 7.6. As part of the regular reporting requirements outlined above, the Grant Recipient will provide a proportionate and meaningful assessment of how the specific needs of girls, women, boys and men are considered, and reflect to what extent women and girls have been included in design, implementation and monitoring. The Grant Recipient shall also assess how the Authority's contribution is contributing to reducing gender inequality including a specific assessment on progress against any gender related commitments made as part of this Grant and demonstrate consideration of potential unintended negative consequences, such as gender-based violence. The Grant recipient will also consider how to prevent discrimination and promote wider equality and opportunity between those who have a protected characteristic and those who do not, for example, disability, sexual orientation, race, religion, or belief.
- 7.7. The Grant Recipient will seek to ensure that beneficiary feedback is integrated in project design, mobilisation, delivery, monitoring, evaluation and annual review processes and takes account of the voices of both women and men. The Grant Recipient should work with, through and represent the diversity of communities in order to respond to their needs more effectively and strengthen accountability.
- 7.8. The Grant Recipient must permit any person authorised by the Authority (including its Grant Manager) reasonable access, with or without notice, to its employees, agents, premises, facilities and records, for the purpose of discussing, monitoring and evaluating the Grant Recipient's fulfilment of its obligations under the Grant Funding Agreement and must, if so required, provide appropriate oral or written explanations to such authorised persons as required during the Funding Period.
- 7.9. The Grant Recipient must record in its financial reports the amount of Match Funding it receives together with details of what it has used that Match Funding for.
- 7.10. The Grant Recipient must notify the Authority's Grant Manager as soon as reasonably practicable of
- 7.10.1. any actual or potential failure to comply with any of its obligations under the Grant Funding Agreement, which includes those caused by any administrative, financial or managerial difficulties; and
  - 7.10.2. actual or potential variations to the Eligible Expenditure set out in Schedule 1 of these Conditions and/or any event which materially affects the continued accuracy of such information.
- 7.11. The Grant Recipient represents and undertakes (and must repeat such representations on delivery of its reports:
- 7.11.1. that the reports and information it gives pursuant to this condition 7 are accurate;
  - 7.11.2. that it has diligently made full and proper enquiry of the matter pertaining to the reports and information given; and
  - 7.11.3. that any data it provided pursuant to an application for the Grant may be shared within the powers conferred by legislation with other organisations for the purpose of preventing or detecting crime.

- 7.12. The Grant Recipient shall provide the Authority or its Grant Manager with a final report within 3 months following the end of the Grant Period or a prior date as agreed with the Authority Project Team which shall confirm whether the Approved Project has been successfully and properly completed. The Authority may at its discretion provide the Grant Recipient with feedback on the adequacy of the final report and may also require the Grant Recipient to re-submit the final report, having taken into account any issues raised in the Authority's or Grant Manager's feedback.
- 7.13. The Grant Recipient will, as part of the regular reporting outlined above, provide a proportionate and meaningful summary of:
- 7.13.1. In line with the UK government's commitment to the Paris Agreement, how climate and environmental concerns have been considered in design, implementation and monitoring. This will include an assessment of:
  - 7.13.2. the vulnerability of the project to climate change;
  - 7.13.3. any impacts the delivery of the project might have on climate risk and the environment (including opportunities);
  - 7.13.4. a summary of any mitigating actions put in place (including how environmental safeguarding concerns have been considered); and
  - 7.13.5. Any impacts the delivery of the project might have on exacerbating or reducing impacts on people affected by climate change.

## 8. Auditing and Assurance

- 8.1. The Grantee will provide the Department with independent assurance that the Grant has been spent in accordance with the terms of the Grant Funding Agreement. The form of assurance the Grantee must provide to satisfy this requirement depends on the value of the Grant, as follows:
- a) if the Maximum Sum is over £600,000, the Grantee will provide:
    - (i) within 6 months of the end of each Financial Year except for the last year of the Funding Period, a Statement of Grant Usage in the form prescribed by Schedule 3 showing that the Grant has been certified by an independent and appropriately qualified auditor or an independent assessor. An independent assessor nominated by the Grant Recipient must have the relevant skills to complete the task and declare that they are not directly involved in the Grantee's decision making, and not personally close to anyone who is; and
    - (ii) within 6 months of the end of the Funding Period, a Statement of Grant Usage in the form prescribed by Schedule 3 showing that the Grant has been certified by an independent and appropriately qualified auditor, accompanied by the Grantee's annual audited accounts covering the Funding Period;
  - b) if the Maximum Sum is between £100,000 and £600,000, the Grantee will, within 6 months of the end of the Funding Period, provide a Statement of Grant Usage in the form prescribed by Schedule 3 showing that the Grant has been certified by an independent and appropriately qualified auditor, accompanied by the Grantee's annual audited accounts covering the Funding Period;
  - c) if the Maximum Sum is between £50,000 and £99,999, the Grantee will, within 6 months of the end of the Funding Period, provide a Statement of Grant Usage in the form prescribed by Schedule 3 showing that the Grant has been certified by an independent and appropriately qualified auditor or an independent assessor. An independent assessor nominated by the Grantee must have the relevant skills to complete the task and declare that they are not directly involved in the Grantee's decision making, and not personally close to anyone who is; or

- 8.2. if the Maximum Sum is less than £50,000, no Statement of Grant Usage is required, however the Grantee must ensure the Grant is spent in accordance with the terms of the Grant Funding Agreement and that it is able to demonstrate compliance with this Grant Funding Agreement.
- 8.3. The Authority may, at any time during and up to 7 years after the end of the Grant Funding Agreement, conduct additional audits or ascertain additional information where the Authority considers it necessary. The Grant Recipient agrees to grant the Authority or its Representatives access, as required, to all Funded Activities sites and relevant records. The Grant Recipient must ensure that necessary information and access rights are explicitly included within all arrangements with sub-contractors.
- 8.4. If the Authority or its Grant Manager requires further information, explanations and documents, in order for the Authority to establish that the Grant has been used properly in accordance with the Grant Funding Agreement, the Grant Recipient must, within 5 Working Days of a request by the Authority or its Grant Manager, provide the Authority or its Grant Manager, free of charge, with the requested information.
- 8.5. The Grant Recipient must:
  - 8.5.1. if applicable nominate an independent auditor to verify the final statement of expenditure and income submitted to the Authority or its Grant Manager;
  - 8.5.2. identify separately the value and purpose of the Grant in its audited accounts and its annual report; and
  - 8.5.3. maintain a record of internal financial controls and procedures and provide the Authority or its Grant Manager with a copy if requested.
- 8.6. The Grant Recipient must retain all invoices, receipts, accounting records and any other documentation (including but not limited to, correspondence) relating to the Eligible Expenditure; income generated by the Funded Activities during the Funding Period for a period of 7 years from the date on which the Funding Period ends.
- 8.7. The Grant Recipient must ensure that all its sub-contractors retain each record, item of data and document relating to the Funded Activities for a period of 7 years from the date on which the Funding Period ends.
- 8.8. The Grant Recipient must promptly provide revised forecasts of income and expenditure:
  - 8.8.1. when these forecasts increase or decrease by more than 10% of the original expenditure forecasts; and/or
  - 8.8.2. at the request of the Authority.

## **9. Financial Management and Prevention of Bribery, Corruption, Fraud and Other Irregularity**

- 9.1. The Grant Recipient must at all times comply with all applicable Laws, statutes and regulations relating to anti-bribery and anti-corruption, including but not limited to the Bribery Act.
- 9.2. The Grant Recipient must have a sound administration and audit process, including internal financial controls to safeguard against fraud, theft, money laundering, counter terrorist financing or any other impropriety, or mismanagement in connection with the administration of the Grant. The Grant Recipient must require that the internal/external auditors report on the adequacy or otherwise of that system.

- 9.3. All cases of fraud or theft (whether proven or suspected) relating to the Funded Activities must be notified to the Authority's Grant Manager as soon as they are identified. The Grant Recipient must explain to the Authority's Grant Manager what steps are being taken to investigate the irregularity and must keep the Authority's Grant Manager informed on the progress of any such investigation. The Authority or its Grant Manager may however request that the matter is referred (which the Grant Recipient is obliged to carry out) to external auditors or other Third Party as required.
- 9.4. The Authority or its Grant Manager will have the right, at their absolute discretion, to insist that the Grant Recipient address any actual or suspected fraud, theft or other financial irregularity and/or to suspend future payment of the Grant to the Grant Recipient. Any grounds for suspecting financial irregularity includes what the Grant Recipient, acting with due care, should have suspected as well as what it actually proven.
- 9.5. The Grant Recipient agrees and accepts that it may become ineligible for Grant support and may be required to repay all or part of the Grant if it engages in tax evasion or aggressive tax avoidance in the opinion of Her Majesty's Revenue and Customs.
- 9.6. For the purposes of condition 9.4 "financial irregularity" includes (but is not limited to) potential fraud or other impropriety, mismanagement, and the use of the Grant for any purpose other than those stipulated in the Grant Funding Agreement. The Grant Recipient may be required to provide statements and evidence to the Authority or the Grant Manager or the appropriate organisation as part of pursuing sanctions, criminal or civil proceedings.
- 9.7. Aid Diversion is any event, including fraud, corruption, bribery, theft, terrorist financing, money laundering and other misuse of funds that prevents the Grant or funds being directed to the aid outcomes or recipients intended.
- 9.8. The Grant Recipient and Delivery Partners will immediately and without undue delay inform each other of any event which interferes or threatens to materially interfere with this Grant Funding Agreement, whether financed in full or in part by the Authority, including credible suspicions of, or actual Aid Diversion. The Grant Recipient should assess credibility based on the source of the allegation, the content, and the level of detail or evidence provided.
- 9.9. In the case of any issue under clause 9.8, the Grant Recipient should immediately contact Defra's Counter Fraud Section at [fraudanderror@defra.gov.uk](mailto:fraudanderror@defra.gov.uk). All information will be treated with the utmost confidentiality. Information can also be reported directly to the Defra programme team managing where appropriate; this will be immediately passed on to Defra's Counter Fraud Section.
- 9.10. The Grant Recipient and Delivery Partners shall have a zero-tolerance approach towards Aid Diversion, including any associated inappropriate behaviour. The Grant Recipients and Delivery Partners will fully co-operate with investigations into such events, whether led by the Authority, the Grant Manager or the Grant Recipient.
- 9.11. Notwithstanding any other provisions in this Grant Funding Agreement or other contractual requirements, the Authority may recover from the Grant recipient all or part of the Grant funds paid under this Grant Funding Agreement in the event of actual or suspected Aid Diversion.
- 9.12. Consistent with local and international legislation and applicable United Nations Security Council resolutions, the Authority, Grant Recipient and Delivery Partners are firmly committed to the international fight against terrorism. It is the Authority's policy to seek to ensure that none of its resources are used, directly or indirectly, to provide support to individuals or entities associated with terrorism and that Authority staff and its programmes activity are compliant with counter terrorist financing legislation. In accordance with this policy, the Authority expects the Grant Recipient and all Delivery Partners to make themselves aware of and comply with their obligations under the relevant counter terrorist financing legislation.

- 9.13. The Grant Recipient will seek to ensure that none of the funds or assets provided under this Grant Funding Agreement are made available or used to provide support to individuals, groups or entities associated with terrorism including those named on the following lists as updated from time to time
- a) HM Treasury's Office of Financial Sanctions Implementation – Financial sanctions: consolidated list of targets
  - b) UK Home Office – Proscribed terrorist groups or organisations
  - c) European Union – Consolidated list of sanctions
  - d) United Nations – United Nations Security Council Sanctions List
  - e) World Bank – World Bank Listing of Ineligible Firms & Individuals.

### **Due Diligence**

- 9.14. In utilising the Grant funding, the Grant Recipient will exercise the same care in the discharge of its functions under this Grant Funding Agreement as it exercises with respect to the administration and management of its own resources and affairs. The Grant Recipient will co-operate fully with any due diligence assessment by the Authority or the Grant Manager (or their agents), or of the Grant Recipients own internal controls and system prior to or during the implementation of this Grant Funding Agreement and take appropriate action on any recommendations arising. Due diligence assessments may be conducted every three (3) years or earlier if there is a significant change to the Grant Recipient's procedures and controls or operating environment. A range of tools may be used to conduct the assessment and continuation of this Grant Funding Agreement will be dependent on the Authority or Grant Manager being satisfied that the Grant Recipient has sufficient capacity and capability to deliver the project and manage the Authority's Grant funds.
- 9.15. The Grant Recipient will undertake suitable due diligence and take the necessary steps prior to transferring any Authority Grant funds and at regular intervals throughout the implementation to assess the internal controls and systems of any Delivery Partners. These assessments will be shared with the Authority or its Grant Manager upon request, and should determine, relative to project risk
- a) the reliability, integrity and efficiency of the Delivery Partners' controls, systems and processes including compliance with applicable legislation, regulations, rules, policies and procedures;
  - b) whether the Delivery Partner can successfully deliver the relevant outputs based on its processes, past experience and whether they have the sufficient staff capacity and capability available;
  - c) the Delivery Partner's ability to correctly manage and account for Grant funds, other aid monies and assets as well as its financial health; and
  - d) where appropriate, whether the Delivery Partner has sufficient capacity and capability to properly monitor and control its implementing partners.
  - e) The Grant Recipient will be accountable for the appropriate use of the Authority's funds, management of risk and delivery of project outputs and outcomes, including any adverse effects of aid expenditure that have an undesired or unexpected results upon recipients, including any adverse gender related impacts.

### **Delivery Chain Risk Map**

- 9.16. The Grant Recipient will maintain and provide to the Authority or Grant Manager an up to date and accurate record of Delivery Partners in receipt of Authority Grant funding. This forms the basis of a delivery chain risk map which should demonstrate how Grant funds flow from the initial source to end beneficiaries, and the risks and potential risks along the chain (Delivery Chain Risk Map).

- 9.17. The Delivery Chain Risk Map should be updated regularly by the Grant Recipient and when there are material changes to the project risk assessment and/or to Delivery Partners in the chain. As a minimum the Grant Recipient will provide the Authority with an updated Delivery Chain Risk Map at the following intervals:
- a) within 60 days of the commencement of this Grant Funding Agreement;
  - b) annually, as part of the annual review process; and
  - c) at the end of the Project, as part of the Project completion review process.

## **10. Conflicts of Interest**

- 10.1. Neither the Grant Recipient nor its Representatives may engage in any personal, business, or professional activity which conflicts or could conflict with any of their obligations in relation to the Grant Funding Agreement.
- 10.2. The Grant Recipient must have and will keep in place adequate procedures to manage and monitor any actual or perceived bias or conflicts of interest.

## **11. Confidentiality**

- 11.1. Except to the extent set out in this condition 11 or where disclosure is expressly permitted, the Grant Recipient must treat all Confidential Information belonging to the Authority as confidential and must not disclose any Confidential Information belonging to the Authority to any other person without the prior written consent of the Authority, except to such persons who are directly involved in the provision of the Funded Activities and who need to know the information.
- 11.2. The Grant Recipient gives its consent for the Authority to publish the Grant Funding Agreement in any medium in its entirety (but with any information which is Confidential Information belonging to the Authority or the Grant Recipient redacted), including from time-to-time agreed changes to the Grant Funding Agreement.
- 11.3. Nothing in this condition 11 prevents the Authority disclosing any Confidential Information obtained from the Grant Recipient:
- 11.3.1. for the purpose of the examination and certification of the Authority's accounts; or pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources; or
  - 11.3.2. to any government department, consultant, contractor or other person engaged by the Authority, provided that in disclosing information under the Authority only discloses the information which is necessary for the purpose concerned and requests that the information is treated in confidence and that a confidentiality undertaking is given where appropriate;
  - 11.3.3. where disclosure is required by Law, including under the Information Acts.
- 11.4. Nothing in this condition 11 prevents either Party from using any techniques, ideas or know-how gained during the performance of its obligations under the Grant Funding Agreement in the course of its normal business, to the extent that this does not result in a disclosure of the other Party's Confidential Information or an infringement of the other Party's Intellectual Property Rights.

## **12. Transparency**

- 12.1. The Authority and the Grant Recipient acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the Information Acts, the content of this Grant Funding Agreement is not Confidential Information.

- 12.2. The Authority in conjunction with the Grant Manager will be responsible for determining whether any of the content of the Grant Funding Agreement is exempt from disclosure in accordance with the provisions of the FOIA. The Grant Recipient agrees that the Authority or the Grant Manager acting on its behalf may make any redactions of this Grant Funding Agreement that the Authority considers appropriate when disclosing this Grant Funding Agreement.
- 12.3. Subject to clause 28.1, the Grant Recipient gives consent for this Grant Funding Agreement (and any subsequent amendments), and associated funding information, to be published by the Authority to the general public.
- 12.4. The Grant Recipient acknowledges that the Authority supports the requirements of the International Aid Transparency Initiative (IATI) Standard and shall, at the Authority's or Grant Manager's reasonable request, provide all necessary assistance to enable the Authority to meet the IATI Standard which shall include the provision of all information and data necessary for the transparent, accurate, timely and comprehensive publishing of all data on all activities related to the delivery of development, co-operation and humanitarian aid.
- 12.5. The Grant Recipient will also publish to the IATI standard regarding all its Authority-sourced ODA funding within six (6) months of the start of this Grant Funding Agreement. The Authority requires the Grant Recipient to publish to the IATI standard regarding all its non Authority-sourced ODA funding and for its Delivery Partners to publish to the IATI standard regarding all of their ODA funding. The intention of this commitment is to allow traceability throughout the delivery chain. For more details on IATI standards see<sup>3</sup>.
- 12.6. The Grant Recipient gives consent for this Grant Funding Agreement (and any subsequent amendments) and associated funding information to be published on the Authority's website and Devtracker.

### **13. Statutory Duties**

- 13.1. The Grant Recipient agrees to adhere to its obligations under the Law including but not limited to the Information Acts and the HRA.
- 13.2. Where requested by the Authority or the Grant Manager, the Grant Recipient must provide reasonable assistance and cooperation to enable the Authority to comply with its information disclosure obligations under the Information Acts.
- 13.3. On request from the Authority or the Grant Manager, the Grant Recipient must provide the Authority with all such relevant documents and information relating to the Grant Recipient's data protection policies and procedures as the Authority may reasonably require.
- 13.4. The Grant Recipient acknowledges that the Authority, acting in accordance with the codes of practice issued and revised from time to time under the Information Acts, may disclose information concerning the Grant Recipient and the Grant Funding Agreement without consulting the Grant Recipient.
- 13.5. The Authority will take reasonable steps to notify the Grant Recipient of a request for information to the extent that it is permissible and reasonably practical for it to do so. Notwithstanding any other provision in the Grant Funding Agreement, the Authority will be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the Information Acts.

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<sup>3</sup> <https://iatistandard.org/en/>

## **14. Data Protection, and Public Procurement**

### **Data Protection**

- 14.1. The Grant Recipient and the Authority will comply at all times with their respective obligations under Data Protection Legislation.
- 14.2. The Grant Recipient agrees that it is the Controller of any Personal Data processed by it pursuant to the Funded Activities and must comply with the provisions set out in this condition 14 and Schedule 4.
- 14.3. To the extent that the Grant Recipient and the Authority share any Personal Data for the purposes of this Grant Funding Agreement, the Parties accept that they are each a separate, independent Controller in respect of such Personal Data. Each Party:
- (i) must comply with the applicable Data Protection Legislation in respect of their processing of such Personal Data;
  - (ii) must be individually and separately responsible for its own compliance;
  - (iii) do not and must not Process any Personal Data as Joint Controllers; and
  - (iv) at their own cost enters into such specific agreements as may be reasonably required to enable each other to comply with their respective duties under the Data Protection Legislation as a result of the arrangements contemplated by this Grant Funding Agreement and give each other all reasonable assistance (including review by each party's legal advisors) in so complying.
- 14.4. The Parties acknowledge and agree that this Grant Funding Agreement does not require either Party to act as a Processor of the other. In the event that there is any change which requires either Party to act as a Processor the Parties agree, at their own cost, to enter into the standard data protection clauses set out in the Crown Commercial Services Procurement Policy Note 02/18 (as amended or replaced from time to time).
- 14.5. In the event that the Parties believe that there is a Joint Controller relationship, the Parties must seek to agree and enter into a Data Processing Joint Controller Agreement, all Parties acting reasonably. With respect to compliance with the Data Protection Legislation only and in the event of a conflict between the conditions of this Grant Funding and any Data Processing Joint Controller Agreement, the terms of the Data Processing Joint Controller Agreement must take precedence.
- 14.6. Each Party must, with respect to its processing of Personal Data as a separate, independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) (a), (b), (c) and (d) of the UK GDPR.
- 14.7. Cyber Security is the protection of systems, networks and data to prevent cybercrime. The Grant Recipient is responsible for managing Cyber Security risk under its own policies and procedures.

### **Public Procurement**

- 14.8. The Grant Recipient must ensure that any of its Representatives involved in the Funded Activities will, adopt such policies and procedures that are required in order to ensure that it adheres to international best practice and applicable regulations, is transparent, fair and open and is designed to achieve value for money has been obtained in the procurement of goods or services funded by the Grant.
- 14.9. Where the Grant Recipient is a Contracting Authority within the meaning of the Procurement Regulations, the Grant Recipient must comply, as necessary, with the Procurement Regulations when procuring goods and services in connection with the Grant Funding Agreement and the Authority must not be liable for the Grant Recipient's failure to comply with its obligations under the Procurement Regulations.

- 14.10. Records of all procurement activity including but not restricted to, costs, volumes, suppliers, value for money, savings and efficiencies, must be kept by the Grant Recipient and made available to the Authority or the Grant Manager, upon request. The Authority reserves the right to assess the procurement capacity and capability of the Grant Recipient at any time.

## **15. Subsidy Control**

- 15.1. The Grant Recipient must ensure that the delivery of the Funded Activities does not put the Authority in breach of the UK's international obligations in respect of subsidies.
- 15.2. The Grant Recipient must maintain appropriate records of compliance with the relevant subsidy control regime and must take all reasonable steps to assist the Authority to comply with the same and respond to any proceedings or investigation(s) into the Funded Activities by any relevant court or tribunal of relevant jurisdiction or regulatory body.
- 15.3. The Grant Recipient acknowledges and represents that the Grant is being awarded on the basis that the Funded Activities being undertaken using the Grant do not affect trade in goods and wholesale electricity between Northern Ireland and the European Union and shall ensure that the Grant is not used in way that affects any such trade.
- 15.4. The Grant Recipient acknowledges and accepts that the Grant is awarded on the basis that the Funded Activities being undertaken using the Grant are and will remain non-economic activities. The Grant Recipient shall ensure that measures are taken (where necessary), and maintained, to ensure that the Grant is not used to cross-subsidise any economic activity.

## **16. Intellectual Property Rights**

- 16.1. Intellectual Property in all IPR Material will be the property of the Grant Recipient. Other than as expressly set out in these Conditions, neither Party will have any right to use any of the other Party's names, logos or trademarks on any of its products or services without the other Party's prior written consent.
- 16.2. The Grant Recipient grants to the Authority a non-exclusive irrevocable and royalty-free, sub-licensable, worldwide license to use all the IPR Material for the purpose of supporting the Funded Activities and other projects. For the avoidance of doubt, the Department is permitted to make such IPR Material freely available under the terms of an Open Government Licence, subject always to Condition 15.1. The Department agrees that the Grantee may take reasonable measures (e.g. redaction, confidentiality markings) prior to sharing any IPR Materials developed pursuant to the Project in order to comply with applicable law.
- 16.3. Ownership of Third-Party software or other IPR necessary to deliver Funded Activities will remain with the relevant Third Party.
- 16.4. The Grant Recipient must ensure that it has obtained the relevant agreement of the Third-Party proprietor before any additions or variations are made to the standard 'off-the-shelf' versions of any Third-Party software and other IPR. The Grant Recipient will be responsible for obtaining and maintaining all appropriate licenses to use the Third-Party software.

## **17. Safeguarding**

- 17.1. The Parties have a zero tolerance for inaction approach to tackling sexual exploitation, abuse and sexual harassment ("SEAH") and agree the terms set out in Schedule 5. This means the Grant recipient, and its Delivery Partners, will take all reasonable and adequate steps to prevent SEAH of any person linked to the delivery of this Grant Funding Agreement by both its employees and any Delivery Partner and respond appropriately when reports of SEAH arise. The Grant Recipient will apply the IASC Six Core Principles relating to Sexual Exploitation and Abuse and will adhere to the IASC Minimum Operating Standards on PSEA and/or the Core Humanitarian Standard on Quality and Accountability.

- 17.2. When the Grant Recipient becomes aware of suspicions or complaints of SEAH, the Grant Recipient shall take swift and appropriate action to stop harm occurring, investigate and report to relevant authorities (for criminal matters) when safe to do so and after considering the wishes of the survivor. The Grant Recipient will also promptly contact the Authority at ODA.safeguarding@defra.gov.uk to report any allegation credible enough to warrant an investigation of SEAH related to this Grant Funding Agreement. The Grant Recipient will promptly report to the Authority any allegation credible enough to warrant an investigation of SEAH that are not directly related to this Grant Funding Agreement but would be of significant impact to the partnership with the Authority. It is understood and accepted that the Grant Recipient arrangement to report on SEAH is subject to not compromising the safety, security, privacy and due process rights of any concerned person.

## **18. Environmental Requirements**

- 18.1. The Grant Recipient must perform the Funded Activities in accordance with the Authority's environmental policy, which is to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.
- 18.2. The Grant Recipient must pay due regard to the use of recycled products, so long as they are not detrimental to the provision of the Funded Activities or the environment, to include the use of all packaging, which should be capable of recovery for re-use or recycling.
- 18.3. The Grant Recipient must take all possible precautions to ensure that any equipment and materials used in the provision of the Funded Activities do not contain chlorofluorocarbons, halons or any other damaging substances, unless unavoidable, in which case the Authority must be notified in advance of their use. The Grant Recipient must endeavour to reduce its impact on the environment, for example, by reducing fuel emissions wherever possible and avoiding single use plastics etc.

## **19. Assets**

- 19.1. Subject to any special conditions in the Grant Offer Letter, the Grantee must agree in advance with the Department any plans to purchase or improve any Fixed Assets at a cumulative cost exceeding £1,000 and must keep a register of all Fixed Assets acquired or improved at an individual cost exceeding £1,000, wholly or partly using the Grant provided under the Grant Funding Agreement. Where the cost of purchasing or improving the Fixed Assets is less than £1,000 authorisation is not required, but the Asset should as appropriate be recorded on the fixed asset register.
- 19.2. Assets purchased with any Grant Money must only be used for delivery of the Project.
- 19.3. The Authority considers equipment and supplies purchased in part or fully from Authority-provided funds as Project Assets if they have a useful life of more than one year; and either (1) the purchase price or development cost of an individual Asset is in excess of £500 or equivalent in local currency; or (2) is a group of lower value items that are mobile and considered attractive (e.g. mobile phones, cameras, laptops, tablets, satellite phones, vehicles, food, pharmaceutical products, relief packs, etc.) with a combined purchase price or development cost in excess of £500 or equivalent in local currency.
- 19.4. The Grant Recipient will establish and maintain an inventory of all such Assets.
- 19.5. The Grant Recipient will ensure that a physical check of all Assets takes place on at least an annual basis and submit to the Grant Manager on behalf of the Authority an up-to-date inventory using the template provided in Schedule 6 (Inventory of Assets), providing confirmation of the checks, alongside the annual accounts. Where possible, the Grant Recipient should undertake these checks directly.
- 19.6. The Grant Recipient will be accountable for the appropriate use and control of inventory items and Assets, in line with this Grant Funding Agreement.

- 19.7. The Grant Recipient will manage the risk of Assets being lost, stolen, damaged or destroyed under its own policies and procedures. The Authority expects the Grant Recipient to cover the cost of repairing or replacing lost, stolen, damaged or destroyed Assets and should make a risk-based decision on how best to do this. If the Grant Recipient decides to take out project specific commercial insurance to cover lost, stolen, damaged or destroyed Assets, Authority funds cannot be used to fund the premiums unless, by exception, the Authority explicitly approves in writing in advance.
- 19.8. The Authority will retain ultimate ownership of all Assets, specifically Project Assets, including financial Assets and information Assets, until ownership transfer or asset disposal is otherwise approved in writing by the Authority, normally at the end of this Grant Funding Agreement. The Grant Recipient should propose an appropriate disposal schedule to the Grant Manager on behalf of the Authority in writing no later than two months before the Project end date.

### **Disposal of Assets**

- 19.9. Where the Grant Recipient uses any of the Grant to develop, improve or purchase any Assets, the Grant Recipient must ensure that the Assets are maintained in good condition over the Asset Owning Period.
- 19.10. Assets purchased or improved using the Grant must be owned by the Authority until ownership is transferred disposed or is otherwise agreed in writing by the Authority. The Authority reserves the right to determine the outcome of any Asset created as a result of the Funded Activities or purchased with the Grant.
- 19.11. The Grant Recipient must not dispose of any Assets that have been totally or partly bought, restored, conserved (maintained or protected from damage) or improved with the Grant without the prior written consent of the Authority. If the Authority grants consent to the Disposal, such consent may be subject to satisfaction of certain conditions, to be determined by the Authority.
- 19.12. If the Grant Recipient disposes of any Asset without the prior written consent of the Authority, the Grant Recipient must use all reasonable endeavours to achieve the market price for the Assets and must pay to the Authority a proportion of the proceeds of such sale, equivalent to the proportion of the purchase or development costs of the Assets that was funded by the Grant, provided that the Authority may at its discretion allow the Grant Recipient to keep all or a part of the relevant proceeds where:
- 19.12.1. the sale of the Assets takes place after the end of the Asset Owning Period;
- 19.12.2. the proceeds of sale are to be applied directly to the purchase by the Grant Recipient of assets that are equivalent to or replacements for the Assets; or
- 19.12.3. the Authority is otherwise satisfied that the Grant Recipient will apply those proceeds for purposes related to the Funded Activities.
- 19.13. The Grant Recipient must hold the proceeds from the Disposal of any Asset on trust for the Authority.

### **Charging of any Asset**

- 19.14. The Grant Recipient must not create any charge, legal mortgage, debenture or lien over any Asset without the prior written consent of the Authority.

## **20. Insurance**

- 20.1. The Grant Recipient must during the term of the Funding Period and the subsequent Financial Year and for a further 7 years after termination or expiry of these Conditions, ensure that it has and maintains, at all times adequate insurance with an insurer of good repute to cover claims under the Grant Funding Agreement or any other claims or demands which may be brought or made against it by any person suffering any injury damage or loss in connection with the Funded Activities or the Grant Funding Agreement.

- 20.2. The Grant Recipient must upon request produce to the Authority and/or the or the Authority's Grant Manager its policy or policies of insurance or where this is not possible, a certificate of insurance issued by the Grant Recipient's insurance brokers confirming the insurances are in full force and effect together with confirmation that the relevant premiums have been paid.

## **21. Assignment and Managing Risk**

- 21.1. The Grant Recipient must not transfer, assign, novate or otherwise dispose of the whole or any part of the Grant Funding Agreement or any rights under it, to another organisation or individual, without the Authority's prior approval.
- 21.2. Any approval given by the Authority must be subject to a condition that the Grant Recipient has first entered into a Grant Funding Agreement, organisation by the Authority, requiring the Grant Recipient to work with another organisation in delivering the Funded Activities.
- 21.3. The Grant Recipient will develop and maintain an up-to-date risk register that, as a minimum, enables individual risks of the Project to be clearly identified, an assessment of their likelihood and impact, how they will be dealt with and escalated and who is responsible for monitoring and reporting on them.
- 21.4. The Grant Recipient will manage all risks in relation to this project as part of the risk register, unless otherwise approved in writing by the Grant Manager or the Authority. Where the Grant Recipient transfers risk to any Delivery Partner, the Grant Recipient shall remain accountable to the Authority for the effective management of that risk.

## **22. Spending Controls – Marketing, Advertising, Communications and Consultancy**

- 22.1. As part of the government's efficiency and reform programme, public funding for marketing, advertising, communications and consultancy is closely controlled. The Grant Recipient must seek permission from the Authority prior to any proposed expenditure in these areas, of £100,000 on advertising, communications, consultancy or marketing either in connection with, or using funding provided, under this Grant Funding Agreement. A complete list of the controlled activities can be found at <https://www.gov.uk/government/publications/cabinet-office-controls>.
- 22.2. The Grant Recipient should provide evidence that any marketing, advertising, communications and consultancy expenditure carried out in connection with, or using the Grant must deliver measurable outcomes that meet government objective to secure value for money.
- 22.3. For purposes of this Grant Funding Agreement, the UK government and the Authority defines Digital Spend<sup>4</sup> as any external-facing service provided through the internet to citizens, businesses, civil society or non-government organisations. This includes any spend on web-based or mobile information services, websites, knowledge or open data portals, transactional services such as cash transfers, web applications and mobile phone apps.
- 22.4. The Grant Recipient will ensure that all Digital Spend related to this Grant Funding Agreement is carried out in a manner consistent with the Principles for Digital Development<sup>5</sup>.
- 22.5. The Grant Recipient and its Delivery Partner(s) will notify the Grant Manager on behalf of the Authority of any proposed Digital Spend prior to carrying out any Digital Spend activities. The Grant Manager will then engage with the Authority's digital team for any necessary approval.

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<sup>4</sup> [Guidance on digital spend advice and controls for partners and suppliers - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/publications/cabinet-office-controls)

<sup>5</sup> [Principles for Digital Development \(digitalprinciples.org\)](https://digitalprinciples.org/)

## **23. Losses, Gifts and Special Payments**

- 23.1. The Grant Recipient must obtain prior written consent from the Authority before:
- 23.1.1. writing off any debts or liabilities;
  - 23.1.2. offering to make any Special Payments; and/or
  - 23.1.3. giving any gifts, in connection with this Grant Funding Agreement.
- 23.2. The Grant Recipient must keep a record of all gifts, both given and received, in connection with the Grant or any Funded Activities.

## **24. Borrowing**

- 24.1. In accordance with condition 19.10 and this condition 24, the Grant Recipient must obtain prior written consent from the Authority before:
- 24.1.1. borrowing or lending money from any source in connection with the Grant Funding Agreement; and
  - 24.1.2. giving any guarantee, indemnities or letters of comfort that relate to the Grant Funding Agreement or have any impact on the Grant Recipient's ability to deliver the Funded Activities set out in the Grant Funding Agreement.

## **25. Publicity**

- 25.1. The Grant Recipient gives consent to the Authority to publicise in the press or any other medium the Grant and details of the Funded Activities using any information gathered from the Grant Recipient's initial Grant application or any monitoring reports submitted to the Authority in accordance with condition 7.2 of these Conditions.
- 25.2. The Grant Recipient must comply with all reasonable requests from the Authority to facilitate visits, provide reports, statistics, photographs and case studies that will assist the Authority in its promotional and fundraising activities relating to the Funded Activities.
- 25.3. The Authority consents to the Grant Recipient carrying out any reasonable publicity about the Grant and the Funded Activities as required, from time to time.
- 25.4. Any publicity material for the Funded Activities must refer to the programme under which the Grant was awarded and must feature the Authority's logo. If a Third Party wishes to use the Authority's logo, the Grant Recipient must first seek permission from the Authority.
- 25.5. The Grant Recipient must acknowledge the support of the Authority in any materials that refer to the Funded Activities and in any written or spoken public presentations about the Funded Activities. Such acknowledgements (where appropriate or as requested by the Authority) must include the Authority's name and logo (or any future name or logo adopted by the Authority) using the templates provided by the Authority from time to time.
- 25.6. In using the Authority's name and logo, the Grant Recipient must comply with all reasonable branding guidelines issued by the Authority from time to time.

## **ODA Branding**

- 25.7. The Grant Recipient will proactively look for ways to build support for development and raise awareness of Authority and UK Government funding. The Grant Recipient will explicitly acknowledge Authority funding, in written and verbal communications about activities related to the funding, to the public or third parties, including in announcements, and through use, where appropriate, of the “UK International Development – Partnership, Progress, Prosperity” logo (‘UK Dev logo’)<sup>6</sup> in accordance with FCDO Branding Guidance for ODA funded programmes<sup>7</sup>, unless otherwise approved in advance by the Authority, and in all cases, subject to security and safety considerations of the Grant Recipient. Permission to use the logo must be first sought via the Grant Manager to the Authority. If the UK Dev logo branding is not appropriate, the UK Government branding guidance should be adhered to<sup>8</sup>.
- 25.8. The Grant Recipient will provide a visibility statement using the template provided in Schedule 1 of how and when they will acknowledge funding from the Authority and where they will use the UK Dev logo, which should be approved by the Authority prior to the Grant Recipient releasing any public communications. The Grant Recipient will include reference to this in its progress reports and annual reviews.
- 25.9. The Grant Recipient may use the UK Dev logo in conjunction with other donor logos, and where the number of donors to a project is such as to make co-branding impractical, acknowledgement of funding from the Authority should be equal to that of other co-donors making contributions of equivalent amounts to the project.

## **26. Changes to the Authority’s Policy Requirements**

- 26.1. The Authority must notify the Grant Recipient of any changes to the Authority's activities, which are supported by the Grant.
- 26.2. The Grant Recipient must accommodate any changes to the Authority’s needs and policy requirements under these Conditions.

## **27. Clawback, Events of Default, Termination and Rights Reserved for Breach and Termination**

### **Events of Default**

- 27.1. The Authority may exercise its rights set out in condition 27.3 if any of the following events occur:
- 27.1.1. the Grant Recipient uses the Grant for a purpose other than the Funded Activities and or engages in Aid Diversion;
- 27.1.2. the Grant Recipient fails to comply with its obligations under the Grant Funding Agreement, which is material in the opinion of the Authority;
- 27.1.3. where delivery of the Funded Activities do not start within three (3) months of the Commencement Date and the Grant Recipient fails to provide the Authority with a satisfactory explanation for the delay, or failed to agree a new date on which the Funded Activities must start with the Authority;
- 27.1.4. the Grant Recipient uses the Grant for Ineligible Expenditure;

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<sup>6</sup> [assets.publishing.service.gov.uk/media/64e5fa0120ae89000df26cb6/branding-guidance-for-ODA-funded-programmes.pdf](https://assets.publishing.service.gov.uk/media/64e5fa0120ae89000df26cb6/branding-guidance-for-ODA-funded-programmes.pdf)

<sup>7</sup> [Official Development Assistance \(ODA\) funded programmes: branding guidance - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/publications/official-development-assistance-oda-funded-programmes-branding-guidance)

<sup>8</sup> <https://gcs.civilservice.gov.uk/guidance/marketing/branding-guidelines/>

- 27.1.5. the Grant Recipient fails, in the Authority's opinion, to make satisfactory progress with the Funded Activities and in particular, with meeting the Agreed Outputs set out in Schedule 1 of these Conditions;
- 27.1.6. the Grant Recipient fails to:
- 27.1.7. submit an adequate Remedial Action Plan to the Authority following a request by the Authority pursuant to condition 27.3.4 or condition 6.2.4; or
- 27.1.8. improve delivery of the Funded Activities in accordance with the Remedial Action Plan approved by the Authority;
- 27.1.9. the Grant Recipient is, in the opinion of the Authority, delivering the Funded Activities in a negligent manner (in this context negligence includes but is not limited to failing to prevent or report actual or anticipated fraud or corruption);
- 27.1.10. the Grant Recipient fails to declare Duplicate Funding;
- 27.1.11. the Grant Recipient fails to declare any Match Funding in accordance with condition 4.7;
- 27.1.12. the Grant Recipient receives funding from a Third Party which, in the opinion of the Authority, undertakes activities that are likely to bring the reputation of the Funded Activities or the Authority into disrepute;
- 27.1.13. the Grant Recipient provides the Authority with any materially misleading or inaccurate information and/or any of the information provided in their grant application or in any subsequent supporting correspondence is found to be incorrect or incomplete to an extent which the Authority considers to be significant;
- 27.1.14. the Grant Recipient commits or has committed a Prohibited Act or fails to report a Prohibited Act to the Authority, whether committed by the Grant Recipient, its Representatives or a Third Party, as soon as they become aware of it;
- 27.1.15. the Authority determines (acting reasonably) that the Grant Recipient or any of its Representatives has:
  - (i) acted dishonestly or negligently at any time during the term of the Grant Funding Agreement and to the detriment of the Authority; or
  - (ii) taken any actions which unfairly bring or are likely to unfairly bring the Authority's name or reputation and/or the Authority into disrepute. Actions include omissions in this context;
  - (iii) transferred, assigns or novates the Grant to any Third Party without the Authority's consent;
  - (iv) failed to act in accordance with the Law; howsoever arising, including incurring expenditure on unlawful activities;
- 27.1.16. the Grant Recipient ceases to operate for any reason, or it passes a resolution (or any court of competent jurisdiction makes an order) that it be wound up or dissolved (other than for the purpose of a bona fide and solvent reconstruction or amalgamation);
- 27.1.17. the Grant Recipient becomes insolvent as defined by section 123 of the Insolvency Act 1986, or it is declared bankrupt, or it is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors, or it is unable to pay its debts as they fall due;
- 27.1.18. the European Commission or the Court of Justice of the European Union requires any Grant paid to be recovered by reason of a breach of State Aid Law through its application under Article 10 of the Northern Ireland Protocol;

27.1.19. a court, tribunal or independent body or authority of competent jurisdiction requires any Grant paid to be recovered by reason of breach of the UK's obligations under the Trade and Co-operation Agreement or the terms of any UK subsidy control legislation;

27.1.20. The Grant Recipient breaches the Code of Conduct and/or fails to report an actual or suspected breach of the Code of Conduct by the Grant Recipient or its Representatives in accordance with condition 32.2;

27.1.21. The Grant Recipient undergoes a Change of Control which the Authority, acting reasonably, considers:

- (i) will be materially detrimental to the Funded Activities and/or;
- (ii) the new body corporate cannot continue to receive the Grant because they do not meet the Eligibility Criteria used to award the Grant to the Grant Recipient;
- (iii) the Authority believes that the Change of Control would raise national security concerns and/or;
- (iv) the new body corporate intends to make fundamental change(s) to the purpose for which the Grant was given.

27.2. Where, the Authority determines that an Event of Default has or may have occurred, the Authority must notify the Grant Recipient to that effect in writing, setting out any relevant details, of the failure to comply with these Conditions or pertaining the Event of Default, and details of any action that the Authority intends to take or has taken.

#### **Rights reserved for the Authority in relation to an Event of Default**

27.3. Where, the Authority determines that an Event of Default has or may have occurred, the Authority must take any one or more of the following actions:

27.3.1. suspend or terminate the payment of Grant for such period as the Authority determines; and/or

27.3.2. reduce the Maximum Sum in which case the payment of Grant must thereafter be made in accordance with the reduction and notified to the Grant Recipient; and/or

27.3.3. require the Grant Recipient to repay the Authority the whole or any part of the amount of Grant previously paid to the Grant Recipient. Such sums are recoverable as a civil debt; and/or

27.3.4. give the Grant Recipient an opportunity to remedy the Event of Default (if remediable) in accordance with the procedure set out in condition 27.4 to 27.10; and/or

27.3.5. terminate the Grant Funding Agreement.

#### **Opportunity for the Grant Recipient to remedy an Event of Default**

27.4. Where the Grant Recipient is provided with an opportunity to submit a draft Remedial Action Plan in accordance with condition 27.3.4, the draft Remedial Action Plan must be submitted to the Authority for approval, within 5 Working Days of the Grant Recipient receiving notice from the Authority.

27.5. The draft Remedial Action Plan must set out:

27.5.1. full details of the Event of Default; and

27.5.2. the steps which the Grant Recipient proposes to take to rectify the Event of Default including timescales.

27.6. On receipt of the draft Remedial Action Plan and as soon as reasonably practicable, the Authority must submit its comments on the draft Remedial Action Plan to the Grant Recipient.

- 27.7. The Authority must have the right to accept or reject the draft Remedial Action Plan. If the Authority rejects the draft Remedial Action Plan, the Authority must confirm, in writing, the reasons why they have rejected the draft Remedial Action Plan and will confirm whether the Grant Recipient is required to submit an amended Remedial Action Plan to the Authority.
- 27.8. If the Authority directs the Grant Recipient to submit an amended draft Remedial Action Plan, the Parties must agree a timescale for the Grant Recipient to amend the draft Remedial Action Plan to take into account the Authority's comments.
- 27.9. If the Authority does not approve the draft Remedial Action Plan the Authority may, at its absolute discretion, terminate the Grant Funding Agreement.
- 27.10. The Authority must not by reason of the occurrence of an Event of Default which is, in the opinion of the Authority, capable of remedy, exercise its rights under either condition or unless the Grant Recipient has failed to rectify the default to the reasonable satisfaction of the Authority.

### **General Termination rights – Termination for Convenience**

- 27.11. Notwithstanding the Authority's right to terminate the Grant Funding Agreement pursuant to condition 27.9 above, either Party may terminate the Grant Funding Agreement at any time by giving at least three (3) months or a timescale proportionate to the Funding Period; whichever is the shorter written notice to the other Party.
- 27.12. If applicable, all Unspent Monies (other than those irrevocably committed in good faith before the date of termination, in line with the Grant Funding Agreement and approved by the Authority as being required to finalise the Funded Activities) must be returned to the Authority within 30 days of the date of receipt of a written notice of termination from the Authority.
- 27.13. If the Authority terminates the Grant Funding Agreement in accordance with condition 27.11 the Authority may choose to pay the Grant Recipient's reasonable costs in respect of the delivery of the Funded Activities performed up to the termination date. Reasonable costs must be identified by the Grant Recipient and must be subject to the Grant Recipient demonstrating that they have taken adequate steps to mitigate their costs. For the avoidance of doubt, the amount of reasonable costs payable must be determined solely by the Authority.
- 27.14. The Authority will not be liable to pay any of the Grant Recipient's costs or those of any contractor/supplier of the Grant Recipient related to any transfer or termination of employment of any employees engaged in the provision of the Funded Activities.

### **Change of Control**

- 27.15. The Grant Recipient must notify the Authority immediately in writing and as soon as the Grant Recipient is aware (or ought reasonably to be aware) that it is anticipating, undergoing, undergoes or has undergone a Change of Control, provided such notification does not contravene any Law.
- 27.16. The Grant Recipient must ensure that any notification made pursuant to condition 27.15 must set out full details of the Change of Control including the circumstances suggesting and/or explaining the Change of Control.
- 27.17. Where the Grant has been awarded to a consortium and the Grant Recipient has entered into a collaboration agreement, the notification required under condition 27.15 must include any changes to the consortium members as well as the lead Grant Recipient.
- 27.18. Following notification of a Change of Control the Authority must be entitled to exercise its rights under condition 27.1 of these Conditions providing the Grant Recipient with notification of its proposed action in writing within three (3) months of:

- (i) being notified in writing that a Change of Control is anticipated or is in contemplation or has occurred; or
- (ii) where no notification has been made, the date that the Authority becomes aware that a Change of Control is anticipated or is in contemplation or has occurred,

27.19. The Authority must not be entitled to terminate where an approval was granted prior to the Change of Control.

## **28. Exit Plan**

28.1. Where the Authority requires the Grant Recipient to prepare an Exit Plan to allow the cessation or seamless transfer of the Funded Activities, the Grant Recipient must prepare the Exit Plan. Dispute Resolution

28.2. The Parties must use all reasonable endeavours to negotiate in good faith, and settle amicably, any dispute that arises during the continuance of the Grant Funding Agreement.

28.3. All disputes and complaints (except for those which relate to the Authority's right to withhold funds or terminates the Grant Funding Agreement) must be referred in the first instance to the Parties Representatives.

28.4. If the dispute cannot be resolved between the Parties Representatives within a maximum one month, then the matter will be escalated to formal meeting between the Grant Manager and the Grant Recipient's chief executive (or equivalent).

## **29. Limitation of Liability**

29.1. The Authority accepts no liability for any consequences, whether direct or indirect, that may come about from the Grant Recipient delivering/running the Funded Activities, the use of the Grant or from withdrawal, withholding or suspension of the Grant. The Recipient must indemnify and hold harmless the Authority, its Representatives with respect to all actions, claims, charges, demands Losses and proceedings arising from or incurred by reason of the actions and/or omissions of the Grant Recipient in relation to the Funded Activities, the non-fulfilment of obligations of the Grant Recipient under this Grant Funding Agreement or its obligations to Third Parties.

29.2. Subject to this condition 29, the Authority's liability under this Grant Funding Agreement is limited to the amount of Grant outstanding.

## **30. Vat**

30.1. If VAT is held to be chargeable in respect of the Grant Funding Agreement, all payments must be deemed to be inclusive of all VAT and the Authority must not be obliged to pay any additional amount by way of VAT.

30.2. All sums or other consideration payable to or provided by the Grant Recipient to the Authority at any time must be deemed to be exclusive of all VAT payable and where any such sums become payable or due or other consideration is provided, the Grant Recipient must at the same time or as the case may be on demand by HMRC in addition to such sums, or other consideration, pay to HMRC all the VAT so payable upon the receipt of a valid VAT invoice.

## **31. Code of Conduct for Grant Recipients**

31.1. The Grant Recipients acknowledges that by signing the Grant Funding Agreement it agrees to take account of the Code of Conduct, which includes ensuring that its Representatives undertake their duties in a manner consistent with the principles set out in the Code of Conduct.

- 31.2. The Grant Recipient must immediately notify the Authority if it becomes aware of any actual or suspected breaches of the principles outlined in the Code of Conduct.
- 31.3. The Grant Recipient acknowledges that a failure to notify the Authority of an actual or suspected breach of the Code of Conduct may result in the Authority immediately suspending the Grant funding, terminating the Grant Funding Agreement and taking action to recover some or all of the funds paid to the Grant Recipient as a civil debt in accordance with condition 27.1.18.

## **32. Notices**

- 32.1. All notices and other communications in relation to this Grant Funding Agreement must be in writing and must be deemed to have been duly given if personally delivered, e-mailed, or mailed (first class postage prepaid) to the address of the relevant party, as referred to in the Grant Funding Letter or otherwise notified in writing. All notices and other communications must be marked for the attention of the contact specified in the Grant Funding Letter (Contact Details). If personally delivered or if e-mailed all such communications must be deemed to have been given when received (except that if received on a non-working day or after 5.00 pm on any Working Day they must be deemed received on the next Working Day) and if mailed all such communications must be deemed to have been given and received on the second Working Day following such mailing.

## **33. Governing Law**

- 33.1. These Conditions must be governed by and construed in accordance with the law of England and the Parties irrevocably submit to the exclusive jurisdiction of the English courts.
- 33.2. The Grant Recipient must accept the Grant Offer by electronically signing the document using the e-application system, following the guidance provided, within thirty (30) days from the date of the Grant Offer Letter.

## **34. Health, Safety and Security**

- 34.1. The Grant Recipient is responsible for all security arrangements in relation to this Grant Funding Agreement including the health, safety and security of any person employed or otherwise engaged as part of this Grant Funding Agreement, including those employed or engaged by any Delivery Partners.
- 34.2. Authority Grant funds cannot be used to fund any project-specific insurance premiums intended to cover medical expenses, injury or disablement, and or death unless, by exception, these are explicitly approved by the Authority in writing in advance.

# Schedule 1 – Grant Acceptance Form and Branding Declaration

ISSUED AS A SEPARATE PREFILLED DOCUMENT

[Darwin Initiative/Illegal Wildlife Trade Challenge Fund/Darwin Plus]

**Project Reference: Title**

**ODA status for reference: 100% ODA/ 100% non-ODA/ % ODA and % non-ODA**

Project Start date: mm/dd/yyyy

Project End date: mm/dd/yyyy

## **A: Details of applicant** (please amend as appropriate)

Name of Organisation in full:

Address\* of Organisation:

(\*address that will administer the award, not necessarily the address of the Project Leader)

## **B: Certificate of undertaking and grant acceptance** (invalid if not signed at (7) by someone authorised to do so).

1. On behalf of the above named organisation I certify that I have read the conditions referred to in the Department's Grant Offer Letter dated **March 2024** which together with the documents below form the Grant Funding Agreement, specifically:
  - (a) the Grant Acceptance Form (Schedule 1) and Supplier Form;
  - (b) the Grantee Application and supporting documents, including budget, logframe, timeline, Theory of Change and Risk Register where required;
  - (c) any special conditions contained in the Grant Offer Letter;
  - (d) the Conditions of Grant; and
  - (e) the Schedules to the Conditions of Grant and any documents incorporated into the Conditions of Grant by reference.

This Grant Funding Agreement is to be read in conjunction with the other documents referred to above, which are deemed to be incorporated in this Grant Funding Agreement and form part of a single agreement together referred to as the **Grant Funding Agreement**. In the event of any conflict between the provisions contained in any of the above documents the documents are to be read in descending order of precedence.

2. I undertake that:
  - i) the organisation will use the Grant solely for the purposes stated in the Grant Funding Agreement;
  - ii) the organisation will repay to the Department on demand any amount overpaid or not specifically used for the stated purpose;
  - iii) the organisation will keep records indicating how the Grant has been used;
  - iv) the organisation will observe all other conditions of the Grant Funding Agreement.

3. The following named person is responsible for the overall management of the Grant aided work and for reporting to the Department on the progress of the work and is recognised by the Department as the Project Leader:

Name	
Position within the organisation	
Address	

### Signatory Panel

4. The following named person(s) (who may be the same person as nominated at 3 above) is responsible for the finances of the grant aided work, including the submission of claims, statements and accounts. **Only the signatures below will be accepted on grant claim forms. Should another signatory be required, the Department will require written notification with an example of the new signature. A form is available on the websites.**

Signatory 1

Signed:

Name:

Position within the organisation:

Address:

Signatory 2 (if required)

Signed:

Name:

Position within the organisation:

Address:

5. Please provide the contact details of a finance contact we may contact with day to day queries on claims, budgets etc.

Name of principal finance contact	
Tel No	
Email	

5. The breakdown of figures for this award is set out below:

2024/25	2025/26	2026/27	Total Award

**Quarterly estimated spend**

7. We are keen to capture your expected quarterly claim figures, to give us more accurate forecasting. You may choose to claim the default 25% of the award across the quarters if you wish, but we encourage you to consider your expected spend and provide a quarterly forecast. Any figures you provide are not fixed. You are encouraged to review your forecast spend regularly and can change the figure you claim if the forecast changes. We would not expect that all funds for the Financial Year are claimed by Quarter 3.

**I plan to claim 25% each quarter:** Choose an item.

If no, please complete the table below, ensuring the figures add up to the total award for this Financial Year.

2023-24	Estimated spend - GBP	Comment if relevant
Q1 April – June		
Q2 July – Sept		
Q3 Oct – Dec		
Q4 Jan – March		
<b>Total*</b>		

8. UK Aid and UK International Development Visibility Statement

The Department draws specific attention to Schedule 7, UK Aid and UK International Development Visibility Statement and by signing this Grant Funding Agreement the Grant Recipient affirms that they have read, understood and commits to comply with the requirements set out within Schedule 7.

9. On behalf of the above-named organisation I accept the total grant of **£.00** offered in the Department’s letter of **March 2024**, the split set out at Clause 3 and the grant for the first financial year of 2024/25.

Signed:

Name in BLOCK CAPITALS:

Position within the organisation:

Date:

## C: Payment Details

The Department requires payment to be made direct to the bank account of the Lead Partner. Please complete one of the following sections and the separate Supplier form for verification of details.

*Either*

### Domestic (UK) account holders

Please provide your bank details

Your Bank name:	Organisation name as per your bank account:
Your Bank address:	Your Bank account number:
	Your Bank sort code:

*Or*

### Foreign payments – non-UK bank accounts: please provide as much of the following information as you can

<b>This section should provide your bank details (not any intermediary) – the final destination and beneficiary account for any funds sent.</b>	
Your Bank name:	Organisation name as per your bank account:
Your Bank address:	Your Bank account number:
Your IBAN number:	Your Swift code:
Currency of your account:	Preferred currency for payment:
Any information to be added with the payment:	

**If Your Bank is outside Europe, this section should provide additional details for any intermediary bank with appropriate routing information and should be included in each claim.**

Intermediary Bank name:	Intermediary Bank account number:
Intermediary Bank address:	Intermediary Bank code(s) eg Swift, BIC etc:
Any additional routing information to support the transfer:	

**This completed form should be returned to [BCF-Finance@niras.com](mailto:BCF-Finance@niras.com) along with the completed supplier set up form. The Biodiversity Challenge Funds (BCF) are made up of the Darwin Initiative, the Illegal Wildlife Trade Challenge Fund and Darwin Plus.**

You should send your first advance claim as soon as possible. We aim to pay claims as close to the start of the advance quarter as possible, but please note that it is likely the first payment may take longer: your first payment cannot be processed until your acceptance materials are logged appropriately.

If you chose to claim quarterly percentages, and your project does not start on 1 April, your first-year claims will be split by the number of months you are active, but will still be processed in quarters. Eg if you start 1 June, you can claim 1/10<sup>th</sup> of your award for the period April – June (Q1); then 3/10<sup>th</sup> for July – Sept (Q2) etc. If you start 1 August, you can claim 2/8<sup>th</sup> for July – Sept (Q2); 3/8<sup>th</sup> for Oct – Dec (Q3) etc. If you need help to work out your figures, please contact us at the email above.

**All financial communications about your award will be dealt with through the finance mailbox irrespective of which of the Biodiversity Challenge Funds the award relates to: [BCF-Finance@niras.com](mailto:BCF-Finance@niras.com)**

**Part B – Grant Application – as submitted and including any subsequent agreed changes**

## Schedule 2A – Standard Payment Schedule (excluding Darwin Plus Local)

**Note: the provisions of this schedule are subject to any variations made to the payment Schedule through Special Conditions in the Grant Offer Letter**

1. The Grant is payable on actual expenditure which is accounted for at the end of each Financial Year. Advance quarterly payments will be made to cover the first nine months of the Financial Year, with the final quarter being paid based on the actual expenditure for the Financial Year less the three advance payments made.
2. Advance quarterly payments may be made if valid and error free claims are submitted before the end of the first month of each quarter, unless agreed in writing. In line with clause 4.13, claims submitted with errors or after this deadline may not be paid.
3. The Grantee must submit an Actual Grant Claim at the end of the Financial Year specifying the actual spend for that Financial Year, **even if the Grantee has no more funds to claim.**
4. The Actual Grant Claim must be submitted by 31 May in the Financial Year immediately following the Financial Year to which it relates, or by 30 June in the Financial Year immediately following completion of the Project. Actual Grant Claims submitted more than 3 months after the end of the Financial Year (i.e. after 30 June) may not be paid and this may result in the suspension or termination of the Grant.
5. In the final year of the Funding Period the Department will retain
  - where the Maximum Sum is £600,001 or more the greater amount of 25% of the Grant for the final Financial Year of the Funding Period, or £50,000, until a satisfactory final report which meets the reporting requirements as set out in this Grant Funding Agreement and the assurance as required pursuant to Condition 8.1 of the Conditions of Grant are received and accepted. Where the final Actual Grant Claim may be less than £50,000 the Department may withhold funds from the penultimate Grant Claim.
  - where the Maximum Sum is between £100,001 and £600,000, the greater amount of 25% of the Grant for the final Financial Year of the Funding Period, or £20,000, until a satisfactory final report which meets the reporting requirements as set out in this Grant Funding Agreement and the assurance as required pursuant to Condition 8.1 of the Conditions of Grant are received and accepted. Where the final Actual Grant Claim may be less than £20,000 the Department may withhold funds from the penultimate Grant Claim.
  - where the Maximum Sum is between £50,001 and £100,000, the greater amount of 25% of the Grant for the final Financial Year of the Funding Period, or £5,000, until a satisfactory final report which meets the reporting requirements as set out in this Grant Funding Agreement and the assurance as required pursuant to Condition 8.1 of the Conditions of Grant are received and accepted. Where the final Actual Grant Claim may be less than £5,000 the Department may withhold funds from the penultimate Grant Claim.
6. Payment of the final Grant Claim depends on the submission of a satisfactory final report and Statement on Grant Usage (Schedule 3) where applicable. Due to the time needed to receive and review these documents, the final Grant Claim may not be paid for several months after the Project ends.
7. If a satisfactory final report is not submitted within three months of completion of the Project, or a later date by specific agreement, the Grantee shall have no entitlement to claim payment of the Grant and the Department shall not be liable to pay the final Grant Claim.
8. The payment cycle is linked to the technical reporting schedule and financial requirements. Failure to supply the technical reports or financial documents required at the correct time will have an impact on payments.

9. Subject to paragraph 9, instalments in each year of the Funding Period shall be claimed as set out in the table below and the reporting and financial requirements linked to payment are also summarised below.

INSTALMENT/ INSTALMENT PERIOD	GRANT SUM PAYABLE	REPORTING/ FINANCIAL REQUIREMENT	GRANT CLAIM SUBMISSION DATE
Q1 – 1 April to 30 June	Up to 25% of annual Grant award, or forecast figure	Return of Grant Acceptance form for award for new Financial Year	Between 1 April and 30 April
Q2 – 1 July to 30 September	Up to 25% of annual Grant award, or forecast figure	From Grant Year 2: prior year annual report received (due 30 April) and prior year Actual Grant Claim received and verified (due by 31 May)	Between 15 June and 31 July
Q3 – 1 October to 31 December	Up to 25% of annual Grant award, or forecast figure	Where applicable, assurance as required pursuant to Condition 8.1	Between 15 September and 31 October
Q4 – 1 January to 31 March (the Actual Grant Claim)	Years prior to final Grant year: Total Eligible Expenditure for the Financial Year, less the previous instalments paid	Annual report received (due 30 April) and Actual Grant Claim received and verified (due by 31 May)	31 May
	Final Grant year: Total Eligible Expenditure for the Financial Year, less the previous instalments paid and less retention amount	Final report accepted (due 3 months from project end) and Actual Grant Claim form received and verified (due 3 months from Project end)	no later than 3 months following the end of the Project
	Final Grant year: Retention amount	Final report accepted and where applicable, assurance as required pursuant to Condition 8.1 received and verified (due 6 months from project end)	no later than 6 months following the end of the Project

10. If the Project does not start on 1 April the Department will advise when the Grantee can make its first Grant Claim and how much can be claimed. It will be proportionate to the award for the Financial Year and will not be paid in advance of the agreed start date.

11. The Grantee should refer to the Financial Information Guidance for further details on claiming the Grant.

All templates for claims can be found on the **Forms and Guidance Portal**

## SCHEDULE 2b – STANDARD PAYMENT SCHEDULE For Darwin Plus Local

**Note: the provisions of this schedule are subject to any variations made to the payment Schedule through Special Conditions in the Grant Offer Letter**

1. The Grant is payable on actual expenditure which is accounted for at the end of each Financial Year. An Advance claim of up to 85% should be submitted at the start of the project, with the final quarter being paid based on the actual expenditure for the Financial Year less the advance payment that made.
2. Advance payments may be made if valid and error free claims are submitted before the end of the month the project starts, unless agreed in writing. In line with clause 4.13, claims submitted with errors or after this deadline may not be paid.
3. The Grantee must submit an Actual Grant Claim at the end of the Financial Year specifying the actual spend for that Financial Year.
4. The Actual Grant Claim must be submitted by 31 May in the Financial Year immediately following the Financial Year to which it relates. Actual Grant Claims submitted more than 3 months after the end of the Financial Year (i.e. after 30 June) may not be paid and this may result in the suspension or termination of the Grant.
5. At the end of the Funding Period the Department will retain either 15% of the total award for the final year or £3,000, whichever is greater.
6. Payment of the final Grant Claim depends on the submission of a satisfactory final. Due to the time needed to receive and review these documents, the final Grant Claim may not be paid for several months after the Project ends.
7. If a satisfactory final report is not submitted within one month of completion of the Project, or a later date by specific agreement, the Grantee shall have no entitlement to claim payment of the Grant and the Department shall not be liable to pay the final Grant Claim.
8. The payment cycle is linked to the technical reporting schedule and financial requirements. Failure to supply the technical reports or financial documents required at the correct time will have an impact on payments.
9. Subject to paragraph 9, instalments for the Funding Period shall be claimed as set out in the table below and the reporting and financial requirements linked to payment are also summarised below.

<b>INSTALMENT/ INSTALMENT PERIOD</b>	<b>GRANT SUM PAYABLE</b>	<b>REPORTING/ FINANCIAL REQUIREMENT</b>	<b>GRANT CLAIM SUBMISSION DATE</b>
First month of project	Up to 85% of annual Grant award, unless agreed in advance	Return of Grant Acceptance form for award for new Financial Year	From 15 days before project start date to end of the month of start date
Final payment	Retention amount	Final report accepted	not later than 30 June after project end

10. The Grantee should refer to the Financial Information Guidance for Darwin Plus Local for further details on claiming the Grant.

## Schedule 3 – Statement of Grant Usage

Name of Organisation:

Project Title:

Project Ref No:

I have examined the accounts, records and claims relating to this grant for the period [start date] to [end date]. I confirm that the total grant monies of [£total claimed] were fully and solely expended for the purposes set out in the original Grantee Application (or as subsequently agreed with Defra) and in accordance with the terms and conditions for the grant.

## Schedule 4 – Data Protection Provisions

The contact details of the Authority's Data Protection Officer are: **Data and Information Assurance Team** [data.protection@defra.gov.uk](mailto:data.protection@defra.gov.uk)

The contact details of the Grant Recipient's Data Protection Officer are through the **Project Leader**

### Data Protection Legislation Condition Definitions:

#### Where they appear in this Schedule 4:

**Personal Data Breach and Data Subject** take the meaning given in the UK GDPR.

**Data Protection Impact Assessment:** an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data and the rights and freedoms of data subjects.

**Data Loss Event:** any event that results, or may result, in unauthorised access to Personal Data under these Conditions, and/or actual or potential loss and/or destruction of Personal Data in breach of these Conditions, including any Personal Data Breach.

**Data Subject Request:** a request made by, or on behalf of, a data subject in accordance with rights granted pursuant to the Data Protection Legislation.

**LED:** Law Enforcement Directive (*Directive (EU) 2016/680*).

**Protective Measures:** appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it.

### Data Protection

1. The Parties acknowledge that for the purpose of Data Protection Legislation the Grant Recipient is the Controller of any Personal Data processed by it pursuant to the Funded Activities. To the extent that the Grant Recipient and the Authority share any Personal Data for the purposes specified in condition 4, the Parties acknowledge that they are each separate, independent Controllers in respect of such data.
2. The Grant Recipient must (and must procure that any of its Representatives must) adhere to all applicable provisions of the Data Protection Legislation and not put the Authority in breach of the Data Protection Legislation.
3. On request from the Authority, the Grant Recipient must provide the Authority with all such relevant documents and information relating to the Grant Recipient's data protection policies and procedures as the Authority may reasonably require.
4. Subject to clause 6(b), the Grant Recipient agrees that the Authority and its Representatives may use Personal Data which the Grant Recipient provides about its staff and partners involved in the Funded Activities to exercise the Authority's rights under this Grant Funding Agreement and / or to administer the Grant or associated activities. Furthermore, the Authority agrees that the Grant Recipient and its Representatives may use Personal Data which the Authority provides about its staff involved in the Funded Activities to manage its relationship with the Authority.
5. The Grant Recipient agrees that the Authority may share details of the Grant, including the name of the Grant Recipient's organisation, with the UK Government and that these details may appear on the Government Grants Information System database which is available for search by other funders.

6. The Authority and the Grant Recipient must:
  - (a) ensure that the provision of Personal Data to the other Party is in compliance with the Data Protection Legislation (including by ensuring all required fair processing information has been given to Data Subjects); and
  - (b) ensure that it only shares Personal Data with the other Party to the extent required in connection with Funded Activities.
7. Where a Party (the Data Receiving Party) receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data shared pursuant to this Grant Funding Agreement:
  - 7.1. the other Party must provide any information and/or assistance as reasonably requested by the Data Receiving Party to help it respond to the request or correspondence, at the Data Receiving Party's cost; or
  - 7.2. where the request or correspondence is directed to the other Party and/or relates to the other Party's Processing of the Personal Data, the Data Receiving Party must:
    - 7.2.1. promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and must forward such request or correspondence to the other Party; and
    - 7.2.2. provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.
8. Each Party must promptly notify the other upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to this Grant Funding Agreement and must:
  - 8.1. do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Data Breach;
  - 8.2. implement any measures necessary to restore the security of any compromised Personal Data;
  - 8.3. work with the other Party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and
  - 8.4. not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.
9. Without limiting any other provision of this Schedule 4, each of the Parties must, on request, provide such information and assistance as is reasonably requested by the other Party to assist the other Party in complying with the Data Protection Legislation in respect of the Personal Data provided pursuant to this Grant Funding Agreement.
10. The Authority and the Grant Recipient must not retain or process Personal Data for longer than is necessary to perform the respective obligations under this Grant Funding Agreement.
11. The Grant Recipient must notify the Authority of any change to its constitution, legal form, membership structure (if applicable) or ownership, and of any complaint or investigation by any regulatory body or the police into its activities or those of its staff or officers or volunteers.

## Schedule 5 – Joint Donor Language on SEAH

1. The Authority and Grant Recipient agree to have a zero tolerance for inaction approach to tackling sexual exploitation, abuse and harassment (“SEAH”)<sup>9</sup>. This means that the Grant Recipient, and its Delivery partners, will take all reasonable and adequate steps to prevent SEAH of any person linked to the delivery of this Grant Funding Agreement by both its employees and any Delivery partner and respond appropriately when reports of SEAH arise.

The Grant Recipient must apply the IASC Six Core Principles Relating to Sexual Exploitation and Abuse and the following principles and practices when implementing this Project and provide evidence to demonstrate this where required by the Grant Manager on behalf of the Authority:

- a. Adherence to the IASC-Minimum Operation Standards and/or SEAH elements of the Core Humanitarian Standard on Quality and Accountability;
  - b. A survivor-centred<sup>10</sup> approach to SEAH issues;
  - c. Strong leadership and signalling on tackling SEAH;
  - d. All reasonable and adequate efforts to address gender inequality and other power imbalances;
  - e. Robust reporting to enhance accountability and transparency;
  - f. Ensure that SEAH standards from this arrangement are reflected in Grant funding documents and templates with Delivery Partners, for UN entities: by means such as, but not limited to, adherence to the United Nations Protocol on Allegations of Sexual Exploitation and Abuse Involving Delivery Partners.
2. The Grant Recipient will adhere to the following reporting requirements:
    - a. The Grant Recipient will promptly contact through written notice to ODA.Safeguarding@defra.gov.uk to report any allegation credible enough to warrant an investigation of SEAH related to this Grant Funding Agreement.
    - b. The Grant Recipient should also promptly report to ODA.Safeguarding@defra.gov.uk any allegation credible enough to warrant an investigation of SEAH that are not directly related to this Grant Funding Agreement but would be of significant impact to the Project and or Authority.
    - c. For UN entities, The Grant Recipient will report all allegation credible enough to warrant an investigation of sexual exploitation and abuse and, where relevant, the action taken, with regard to its governance and operations, regardless of the relation to this Grant Funding Agreement, to the Secretary-General’s public reporting mechanism on SEAH.

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<sup>9</sup> See UNGA Resolution A/RES/73/148 for the definition of sexual harassment and UNSG Bulletin ST/SGB/2003/13 for the definition of sexual exploitation and abuse. Both definitions are included in the DAC Recommendation on Ending Sexual Exploitation, Abuse, and Harassment in Development Co-operation and Humanitarian Assistance: Key Pillars of Prevention and Response

<sup>10</sup> A survivor-centred approach is one for which the survivor’s dignity, experiences, considerations, needs, and resiliencies are placed at the centre of the process, from the initial program design to investigating and responding to potential incidents. Consistent with the [UN Protocol on Allegations of SEA Involving Implementing Partners](#), the survivor should be informed, participate in the decision-making process, and provide consent on the possible use and disclosure of their information. Those interacting with the survivor and/or handling information regarding the allegation must maintain confidentiality, ensure safety of the survivor, and apply survivor-centred principles which are safety, confidentiality, respect, and non-discrimination. When the survivor is a child, the approach must consider the best interests of the child and engage with the family/caregivers as appropriate. Staff and partners should comply with host country and local child welfare and protection legislation and international standards, whichever gives greater protection.

3. The report, as referred to in paragraph 2.a and 2.b, will indicate: Project Reference, nature of the alleged misconduct, date of alleged misconduct, date of first report to Grant Recipient, location, involvement of Delivery Partner, state of affairs concerning the investigation and the action that will be taken by the Grant Recipient, and whether the case is referred to law enforcement. The Grant Recipient will provide updates on the status of the case. The notice will be given in writing and delivered to the point of contact mentioned in paragraph 2.a and 2.b.
4. It is understood and accepted that the Grant Recipient's agreement to report on SEAH is subject to not compromising the safety, security, privacy and due process rights of any concerned persons.
5. When the Grant Recipient becomes aware of suspicions or complaints of SEAH, the Grant Recipient will take swift and appropriate action to stop harm occurring, investigate and report to relevant authorities (for criminal matters) when safe to do so and after considering the wishes of the survivor.
6. The Authority or any of its duly authorised representatives may at all times carry out reviews, evaluations or other control measures to verify the Grant Recipient's zero tolerance for SEAH. The Grant Recipient shall fully cooperate with the Authority or any of its duly authorised representatives or agents to carry out such control measures.

## Schedule 6 – Inventory of Assets

### Defra Asset Inventory Guidance

#### Guidance

This tab provides guidance for grant holders completing the asset inventory and/or asset disposal plan. It is important to note that all UK ODA Department for Environment Food and Rural Affairs (DEFRA) funded assets remain the property of the DEFRA (the "authority") throughout the grant and disposal/transfer plans must be reviewed and approved by the DEFRA. DEFRA considers any equipment and/or supplies purchased in part or full with DEFRA funds as project assets if they have a useful life of more than one year and either:

1. The purchase price or development cost of the asset is in excess of £500 or equivalent in local currency; or
2. Is a group of lower value items (for example, pharmaceutical products, assistive devices, relief packs, etc.), where the combined value is in excess of £500 or equivalent in local currency; or
3. Can be considered an attractive item regardless of cost (for example, mobile phones, cameras, laptops, tablets, satellite phones, motorbikes, etc.).

#### Completing the proposed asset disposal plan

This section is relevant for projects where grant holders will be asked to complete a proposed asset disposal plan which will need agreement from the Authority.

The proposed asset disposal plan sets out how you intend to dispose of DEFRA assets at the end of the project and must be approved by the authority (via the Grant Manager) The guidance provided below covers the fields required for the disposal plan. Grant holders must then submit an updated asset inventory tab on an annual basis.

#### Completing the Asset Inventory

All grant holders are required to submit an updated asset inventory on an annual basis (and/or as requested). This information is used by the fund manager and DEFRA in assessing the value for money presented in grant holders' disposal plans and informs decisions to transfer/dispose of assets. It is therefore important that this information is completed in full with all available details. A spreadsheet template will be made available.

## Schedule 7 - UK Aid and UK International Development Visibility

### Statement - **COMPLETING THE GRANT ACCEPTANCE FORM CONFIRMS AGREEMENT TO THIS STATEMENT – you do not need to complete this part of the document.**

As part of your funding agreement with Defra (the “Authority”), you are required to acknowledge funding from the UK government on your ODA funded programme, in written materials and verbal statements and through use of the UK International Development (UK Dev) logo on programme assets. Please refer to the UK Dev branding guidance for further information on how to acknowledge ODA funding from the UK government.

Please note that from April 27, 2023, the UK aid logo will be used mainly for humanitarian and rapid onset disaster responses. If you are not clear on what logo to use, then check with your Grant Manager.

You may be asked to provide, as part of your agreed reporting to Defra, evidence of the branding in use, including photographs of the logo in the field and examples of communications materials.

By completing and signing this statement you agree to fulfil these requirements.

**1. Organisation name:**

**2. Project name and brief description of what it will deliver:**

**3a. Please list the Assets that will be delivered by the Project that will carry the UK International Development logo or acknowledgement of UK International Development funding.** <sup>[SEP]</sup> *List all Assets including physical items and supplies, and other non-physical items that will be delivered as part of the programme e.g., annual reports, research reports, websites, press releases, other communication or event materials (refer to Sections 5 & 6 of the branding guidance for more information on where UK International Development branding should / should not appear).*

**3b. Please list the Assets that will be delivered by the Project that will not carry the UK International Development logo and/or acknowledgement of funding and explain clearly why these items will not carry UK International Development branding. All exceptions require approval by the Grant Manager on behalf of the Authority and a record of this approval, e.g. an email, should be kept along with the Project/programme documentation (refer to Section 6 of the UK aid branding guidance for more information on branding exceptions):**

#### Declaration:

I understand that no UK International Development funds may be used to procure any promotional communications goods or activities that do not have a direct impact on the successful delivery of this Project or serve to increase the transparency of Grant funding.