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Schedule 1

GRANT FUNDING AGREEMENT

THIS AGREEMENT IS MADE ON THE [Day] DAY OF [Month] [Year]

BETWEEN:

- (1) **NATURAL ENGLAND** of Foss House, Kings Pool, 1-2 Peasholme Green, York, Y01 7PX, United Kingdom (the “**Authority**”); and
- (2) **[NAME OF RECIPIENT ORGANISATION]** of [Insert official registered address] (the “**Grant Recipient**”)

(each a “Party” and together “Parties”).

WHEREAS the Authority has agreed to provide the Grant Funding to the Grant Recipient for the Approved Project on the terms and conditions set out below:

NOW IT IS HEREBY AGREED as follows:

1. INTRODUCTION

- 1.1 This Agreement sets out the terms and conditions on which the Grant Funding is made by the Authority to the Grant Recipient.
- 1.2 This Agreement may be amended from time to time only by the written agreement of both parties.

2. DEFINITIONS AND INTERPRETATION

- 2.1 In this Agreement the following terms shall have the following meanings:

Asset means any assets that are to be purchased or developed using the Grant including equipment or any other assets which may be a Capital 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;

Agreement means this written agreement consisting of the Grant Funding Letter, these clauses, schedules and any other document especially incorporated therein.

Approved Project means the activities for which the Authority agrees to provide Grant Funding, as set out in Schedule 2.

Branding Manual means the HM Government of the United Kingdom of Great Britain and Northern Ireland Branding Manual Funded by UK Government published by the Cabinet Office in November 2022, which is available at <https://gcs.civilservice.gov.uk/guidance/marketing/branding-guidelines/>, including any subsequent updates from time to time;

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 the legislation.

Change Control Notice means the notice set out in Schedule 4 to the Agreement containing details of agreed variations to the Agreement

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 https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/754555/2018-11-06_Code_of_Conduct_for_Grant_Recipients.pdf, including any subsequent updates from time to time;

Commencement Date means [Insert commencement date] when the project will commence.

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.

Confidential Information must not include information which:

- (a) was public knowledge at the time of disclosure (otherwise than by breach of condition 13 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

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);

Crown Body means the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the Welsh Government), 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 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;

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

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;

De Minimis Regulation means Commission Regulation (EU) 1407/2013;

De Minimis State Aid means State aid granted pursuant to the De Minimis Regulation;

Duplicate Funding means funding provided by a third party to the Grant Recipient, which is for the same purpose for which the Grant was made, but has not been declared to the Authority;

EIR means the Environmental Information Regulations 2004 (SI 2004/3391) and any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.

Eligible Expenditure means the payments made by the Grant Recipient for the purposes of delivering the Approved Project as set out in Schedule 2, which comply in all respects with the eligibility rules set out in condition 5 of this Schedule 1.

Electronic Signature means any form of electronic signature, including but not limited to signatures via facsimile, scanning, or electronic mail which may substitute for the original signature and shall have the same force and legal effect as the original manual signature. If required by the Authority, Electronic Signature may also include a Qualified Electronic Signature, which is an Electronic Signature with enhanced verification and security features that is compliant with Article 3 of the UK eIDAS Regulation as amended by The Electronic Identification and Trust Services for Electronic Transactions (Amendment etc.) (EU Exit) Regulations 2019).

Financial Irregularity means any fraud or other impropriety, mismanagement or misuse of the Grant Funding.

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 and/or codes of

practice issued by the Information Commissioner or relevant government department in relation to such legislation.

GDPR means the General Data Protection Regulation (EU) 2016/679.

Governing Body means the governing body of the Grant Recipient including its directors or trustees.

Grant Funding means the sum not exceeding £ [Insert Amount] (inclusive of any applicable VAT) to be paid to the Grant Recipient in accordance with this Agreement.

Grant Period means the period for which the Grant Funding is awarded starting on the Commencement Date and ending on [Insert end date].

Ineligible Expenditure means expenditure incurred by the Grant Recipient which is not Eligible Expenditure, including but not limited to those set out at condition 6.

Intellectual Property Rights means patents, utility models, inventions, trademarks, service marks, logos, design rights (whether registrable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, Know-How, trade or business names, moral rights and other similar rights or obligations whether registrable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off.

Information Security Incident means any actual, attempted or reasonably suspected:

- (a) breach of security or cyber-attack which was intended to or did lead to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, data and or Confidential Information including bank details;
- (b) similar event having an actual adverse effect on the security of or unauthorised access to or use of, inability to access, loss or theft of, or malicious infection of network and information systems that reasonably may compromise the privacy or confidentiality, integrity, or availability of data and or Confidential Information or the Authority's operating environment or services

Know-How means all information not in the public domain held in any form (including without limitation that comprised in or derived from drawings, data formulae, patterns, specifications, notes, samples, chemical compounds, biological materials, computer software, component lists, instructions, manuals, brochures, catalogues and process descriptions and scientific approaches and methods).

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;

Legacy Plan means the plan prepared and submitted by the Grant Recipient to the Authority to enable the smooth closure of the Funded Activities and the transition to the Obligation Period by the Grant Recipient.

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

Procurement Regulations means the Public Contracts Regulations 2015, the Public Procurement (Amendment etc.)(EU Exit) Regulations 2020, the Defence and Security Public Contracts Regulations 2011, the Utilities Contracts Regulations 2016, and the Concession Contracts Regulations 2016, each as amended from time to time; and/or as applicable, the Procurement Act 2023 and any Law made pursuant to the Procurement Act 2023;

Prohibited Act means:

- (a) directly or indirectly offer, promise or give any person working for or engaged by the Authority a financial or other advantage to:
 - (i) induce that person to perform improperly a relevant function or activity; or
 - (ii) reward that person for improper performance of a relevant function or activity;
- (b) directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Agreement;
- (c) committing any offence under the Bribery Act or involving fraudulent acts.

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

Sound Operational Principles means adherence to any statutory, professional and sectoral guidance regarding the operation of an organisation including but not limited to structures for ensuring good governance, accountability and financial management.

Subsidy Control Act means the Subsidy Control Act 2022 which implements a domestic subsidy control regime in the United Kingdom;

UK General Data Protection Regulation and **UK GDPR** mean Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (United Kingdom General Data Protection Regulation), as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018, together with the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019;

Windsor Framework means the protocol on Ireland and Northern Ireland in the EU withdrawal agreement;

The headings are inserted for convenience only and shall not affect the interpretation of the Agreement.

- 2.2 Reference to any legislative and statutory requirement or similar instrument shall be deemed to include reference to any subsequent amendment to, or replacement of, them.
- 2.3 References to any person shall, as the context may require, be construed as a reference to any individual, firm, company, corporation, government department, agency or any association or partnership (whether or not having a separate legal personality).
- 2.4 Unless the context requires otherwise, the singular shall include the plural and vice versa, and the masculine shall include the feminine and vice versa.
- 2.5 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):
- 2.5.1 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 UK 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
 - 2.5.2 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.

3. PURPOSE OF GRANT FUNDING

- 3.1 The Grant Recipient shall use the Grant Funding solely for the delivery of the Approved Project.
- 3.2 The Grant Recipient may change the Approved Project only with the Authority’s prior written agreement, which shall be recorded and notified through a Change Control Notice.
- 3.3 The Authority may at its discretion agree to vary the Grant Funding as a result of changes to the Approved Project or for any other reason. Any variation made under this clause 3.3 will not take effect unless recorded and notified through a Change Control Notice
- 3.4 Where the Grant Recipient intends to apply to a third party for other funding for the Approved Project, it will notify the Authority in advance of its intention to do so and, where such funding is obtained, it will provide the Authority with details of the amount and purpose of that funding.

4. DURATION

Except where otherwise specified, the terms of this Agreement shall apply from the Commencement Date until the end of the Grant Period or for so long as any Grant Funding remains unspent by the Recipient, whichever is longer.

5. PAYMENT OF GRANT FUNDING

- 5.1 Subject to clause 12, the Authority shall pay the Grant Funding to the Grant Recipient in accordance with Schedule 3 to this Agreement.
- 5.2 The amount of the Grant Funding shall not be increased in the event of any overspend by the Grant Recipient in its delivery of the Approved Project.
- 5.3 The Grant Recipient shall promptly notify and repay 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 either an incorrect sum of money has been paid or where Grant Funding has been paid in error before the Grant Recipient has complied with all conditions attaching to the Grant Funding.
- 5.4 Onward payment of the Grant Funding and the use of sub-contractors, (subject to the Authority's prior written approval in accordance with the provisions of clause 24) shall not relieve the Grant Recipient of any of its obligations under this Agreement, including the obligation to repay the Grant Funding.
- 5.5 The Grant Funding offer has been made on the basis that the costs presented to the Authority take account of all VAT liabilities. Where the project costs increase after the date the parties have entered into this Agreement because an error has been made as to the amount of VAT payable and not recoverable by the Grant Recipient, the Authority shall be under no obligation to increase the Grant Funding to meet any VAT liability of the Grant Recipient.
- 5.6 The Grant Recipient shall submit a valid invoice for payment of Grant Funding, at such periods as are either specified in Schedule 3 or otherwise agreed by the parties in writing. Each and every valid invoice submitted by the Grant Recipient to the Authority shall include all such records and information as the Authority 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 6). The Grant Recipient must include the relevant purchase order number on all invoices.
- 5.7 Unless otherwise stated in this Agreement, payment will be made on or before the date falling 30 days after the date of receipt of a valid invoice ("Due Payment Date").

6. USE OF GRANT FUNDING

- 6.1 The Grant Recipient shall not use the Grant Funding for expenditure on any of the following activities:
 - a) Expenditure for activities of a party political or exclusively religious nature;
 - b) Payment that supports lobbying or activities intended to influence or attempt to influence Parliament, Government or political parties, or attempting to influence the awarding or renewal of contracts and grants, or attempting to influence legislative or regulatory action;
 - c) Using grant funding to petition for additional funding;
 - d) Goods or services that the Grant Recipient has a statutory duty to provide;

- e) Activities funded from other sources;
- f) Activities not set out in the Approved Project;
- g) Overheads allocated or apportioned at rates materially in excess of those used for any similar activity work carried out by the Grant Recipient;
- h) Activities that result in commercial gain or profit;
- i) Any costs incurred or expenditure commitments entered into by the Grant Recipient before the Commencement Date including pre-existing debts, i.e. provisions, contingent liabilities or contingencies;
- j) Running a small grant scheme;
- k) Loans;
- l) Dividends declared;
- m) Interest charges;
- n) Service charges arising on finance leases, hire purchase and credit arrangements;
- o) Costs resulting from the deferral of payments to creditors;
- p) Other finance charges;
- q) Depreciation and amortisation of assets to the extent that the costs of the assets have been funded by the Grant Funding;
- r) Costs involved in winding up a company;
- s) payments for unfair dismissal, redundancy payments (including statutory, enhanced or contractual redundancy costs, termination costs and notice payments) or other fines, expenses or compensation incurred in connection with a complaint or claim related to employment;
- t) Payments into private pension schemes or for unfunded pensions;
- u) Motoring fines, statutory fines and penalties, and any other fines;
- v) 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;
- w) Gifts and entertaining;
- x) Travel and subsistence that would give rise to a taxable benefit were the cost to be incurred by, but not borne by, an individual;
- y) Reclaimable VAT and any other tax (except PAYE);
- z) Late payment charges for credit or charge cards (unless incurred as a result of late reimbursement by the Authority);
- aa) Any liability arising out of negligence on the part of the Grant Recipient or its representatives, sub-contractors and agents;
- bb) Payments arising from a contractual commitment by single tender action with a current or former director of the Grant Recipient or current or former member of its staff without written approval from the Authority;
- cc) Any profit element. 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 Grant Recipient or any other organisation or persons;
- dd) Purchase of land or the purchase and/or construction of buildings;
- ee) Payments reimbursed or to be reimbursed by other public or private sector grants;
- ff) Penalties/civil damages arising from civil/criminal legal proceedings taken against the Grant Recipient or civil proceedings started by the Grant Recipient, whether or not the Grant Recipient is successful or acquitted, even if the proceedings were in pursuance of, or in consequence of the project being grant aided.

6.2 Should any part of the Grant Funding remain unspent or uncommitted at the end of the Grant Period, the Grant Recipient shall ensure that any unspent or uncommitted monies are returned to the Authority, unless otherwise agreed in writing by the Authority.

6.3 Any liabilities arising at the end of the Approved Project including any redundancy liabilities relating to staff employed by the Grant Recipient specifically to deliver the Approved Project must be managed and paid for by the Grant Recipient using the Grant Funding or other resources of the Grant Recipient. There will be no additional funding available from the Authority for this purpose.

7. MONITORING AND REPORTING

7.1 The Grant Recipient shall closely monitor the delivery and success of the Approved Project throughout the Grant Period to ensure that the aims and objectives of the Approved Project are being met and that the Agreement is being adhered to.

7.2 The Grant Recipient shall provide the Authority with a financial report and an operational report on its use of the Grant Funding and progress against delivery of the Approved Project every (three (3) months and in such formats as the Authority may require. The Grant Recipient shall provide the Authority with each report within 28 calendar days of the last working day of the quarter to which it relates.

7.3 Where the Grant Recipient has obtained funding from a third party for its delivery of part of the Approved Project, the Grant Recipient shall include the amount of such funding in its financial reports together with details of what that funding has been used for.

7.4 For the term of the Grant Agreement the Authority shall meet formally with the Grant Recipient to carry out a review of the performance of the Grant Recipient in respect of this Approved Project as and when required by the Authority.

7.5 Following an Annual Review the funding continuation decision will be communicated to the recipient. Each annual review may result in the Authority deciding that (for example a non-exclusive list includes):

- a) the Funded Activities and the Grant Funding Agreement should continue in line with existing plans;
- b) there should be an increase or decrease in the Grant for the subsequent Financial Year;
- c) the outputs should be re-defined and agreed;
- d) 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;
- e) the Authority should recover any Unspent Monies;
- f) the Grant be terminated

7.6 The Grant Recipient shall on request provide the Authority with such further information, explanations and documents as the Authority may require in order for it to

establish that the Grant Funding has been used properly in accordance with the Agreement.

- 7.7 The Grant Recipient shall permit any person authorised by the Authority access to its employees, agents, premises, facilities and records, for the purpose of discussing, monitoring and evaluating the Grant Recipient's fulfilment of the conditions of this Agreement and shall, if so required, provide appropriate oral or written explanations from them as required during the Grant Period and for so long as any Grant Funding remains unspent.
- 7.8 The Grant Recipient shall permit and facilitate any person authorised by the Authority for that purpose to visit the Grant Recipient to monitor the delivery of the Approved Project.
- 7.9 The Grant Recipient shall provide the Authority with a final report within 28 calendar days following the end of Grant Period, including a verified Statement of Expenditure and Report Confirming Delivery. This should be provided no later than **[Insert Date]** 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 feedback.

8. ACCOUNTS AND RECORDS

- 8.1 The Grant Recipient agrees that the Authority shall be entitled to audit the delivery and performance of the Approved Project and/or request access to or a report from the Grant Recipient's auditors on its audited accounts. The Authority shall also be entitled to full access to the Grant Recipient's records on an open-book basis during the Grant Period or for such other period as the Authority may require.
- 8.2 The Grant Recipient shall, and shall ensure that all its sub-contractors shall, retain each record, item of data and document relating to the Approved Project for a period of at least six (6) years from the date of creation of each such record, data or document.
- 8.3 The Grant Recipient shall permit duly authorised agents of the Authority and/or the National Audit Office to examine the Grant Recipient's records and documents relating to the Approved Project and to provide such copies and oral or written explanations as may be required. This obligation does not constitute a requirement or agreement for the examination, certification or inspection of the accounts of the Grant Recipient under section 6(3) and 6(5) of the National Audit Act 1983.
- 8.4 The Grant Recipient shall:
- 8.4.1 retain all invoices, receipts, accounting records and any other documentation relating to the expenditure of the Grant Funding;
 - 8.4.2 nominate an independent auditor to verify the final statement of expenditure and income submitted to the Authority; or nominate an independent assessor to verify the final statement of expenditure and income submitted to the Authority. The independent assessor will be responsible for examining the Grant Recipient's final statement of expenditure and income submitted before it is the Authority. The independent assessor will confirm if the Grant Recipient has kept proper accounting records and that their final statement is compliant with the claims made to the Authority. The 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 Grant Recipient's decision-making, and not personally close to anyone who is.

- 8.4.3 identify separately the value and purpose of the Grant Funding in its audited accounts and its annual report; and
- 8.4.4 maintain a record of internal financial controls and procedures and provide the Authority with a copy if requested.
- 8.5 The Grant Recipient agrees to make available immediately to the Authority, free of charge, and whenever requested, copies of audit or independent assessor reports obtained by the Grant Recipient in relation to the Approved Project

9. **CODE OF CONDUCT FOR GRANT RECIPIENTS**

- 9.1 The Grant Recipients acknowledges that by accepting the Grant Funding Agreement it agrees to take account of the Code of Conduct for Recipients of Government General Grants (the **Code of Conduct**) and that it will ensure that its Representatives undertake their duties in a manner consistent with the principles set out in the Code of Conduct. <https://www.gov.uk/government/publications/supplier-code-of-conduct>
- 9.2 The Grant Recipient will immediately notify the Authority if it becomes aware of any actual or suspected breaches of the principles outlined in the Code of Conduct.
- 9.3 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 paragraph 12.1 (s)
- 9.4 The Grant Recipient shall at all times during and following the end of the Funding Period:
 - 9.4.1 comply with requirements of the Branding Manual in relation to the Funded Activities; and
 - 9.4.2 cease use of the Funded by UK Government logo on demand if directed to do so by the Authority

10. **FINANCIAL IRREGULARITY**

- 10.1 Defra has zero tolerance of any form of corrupt practices including extortion and fraud that it becomes aware of and it expects the recipient to be vigilant and proactively look for fraud, and the risk of fraud, in their business. The recipient shall immediately notify government where fraudulent practice is suspected or uncovered and disclose any interests that might impact their decision-making or the advice that they give to government.
- 10.2 The Grant Recipient:
- 10.3 has a counter fraud and anti-corruption policy in place;

- 10.4 has a whistle-blowing policy which protects whistle blowers from reprisals and includes clear processes for dealing with concerns raised;
- 10.5 has a zero-tolerance policy to fraud and will report any allegations of fraud immediately to be investigated;
- 10.6 understands any fraud identified could be subject to criminal proceedings and will be recovered;
- 10.7 is not in receipt of nor will be in receipt of duplicate funding for the Activities.
- 10.8 The Grant Recipient shall conduct its business in accordance with Sound Operational Principles and shall take any and all steps to ensure that any persons to whom it pays the Grant Funding also operate on such terms.
- 10.9 The Grant Recipient shall ensure that it has such procedures in place as are required by law to identify any Financial Irregularity or other impropriety in connection with the administration of the Grant Funding.
- 10.10 The Grant Recipient shall notify the Authority immediately of any actual or suspected Financial Irregularity (or any circumstances which are likely in the Grant Recipient's opinion to result in Financial Irregularity) and indicate the steps that are being taken to address that irregularity.
- 10.11 The Authority shall have the right, at its absolute discretion, to insist on additional steps to be taken by the Grant Recipient to address any actual or suspected Financial Irregularity.

11. **CONFLICT OF INTEREST**

- 11.1 The Grant Recipient shall put adequate procedures in place to ensure that there is no actual or perceived risk of bias or other conflict of interest that might call into question:
 - 11.1.1 the Grant Recipient's eligibility to receive the Grant Funding, or
 - 11.1.2 where the Grant Recipient is responsible for further distribution of the Grant Funding to third parties, its impartiality when administering the Grant Funding.

12. **WITHHOLDING, SUSPENDING OR REPAYMENT OF GRANT FUNDING**

- 12.1 Without prejudice to the Authority's other rights and remedies, the Authority may at its discretion reduce, withhold or suspend payment of the Grant Funding and/or require repayment of all or part of the Grant Funding if one or more of the following events occur:
 - (a) the Grant Recipient uses the Grant Funding for a purpose other than the Approved Project;
 - (b) the delivery of the Approved Project does not start within three (3) months of the Commencement Date and the Grant Recipient has failed to provide the Authority with satisfactory explanation for the delay, or failed to agree a new Commencement Date with the Authority;
 - (c) the Authority considers that the Grant Recipient has not made satisfactory progress with the delivery of the Approved Project;

- (d) the Grant Recipient fails to comply with any term of the Agreement and fails to remedy such failure within thirty (30) days of receiving written notice from the Authority detailing the non-compliance;
- (e) the Grant Recipient is, in the opinion of the Authority, delivering the Approved Project in a negligent manner;
- (f) the Grant Recipient obtains duplicate funding from a third party for the Approved Project;
- (g) the Grant Recipient obtains funding from a third party which, in the opinion of the Authority, undertakes activities that are likely to bring the reputation of the Approved Project and/or the Authority into disrepute;
- (h) the Grant Recipient provides the Authority with any misleading or inaccurate information;
- (i) the Authority has incorrectly paid money to the Grant Recipient as a result of administrative error or other reasons ;
- (j) the Grant Recipient commits or has committed a Prohibited Act;
- (k) the Grant Recipient incurs expenditure on activities that breach the UK's domestic obligations under the Subsidy Control Act or its international obligations in respect of subsidies, or the Procurement Regulations;
- (l) any member of the Governing Body, employee or volunteer of the Grant Recipient has (a) acted dishonestly or negligently at any time and directly or indirectly to the detriment of the Approved Project or (b) taken any actions which, in the opinion of the Authority, bring or are likely to bring the Authority's name or reputation into disrepute;
- (m) a charge is taken on an asset financed wholly or partly from the Grant Funding;
- (n) the Grant Recipient becomes insolvent, or is declared bankrupt, or is placed into receivership, administration or liquidation (other than for the purpose of a bona fide internal reorganisation or amalgamation)
- (o) a petition has been presented for the winding-up of the Grant Recipient or it enters into any amalgamation or composition for the benefit of its creditors, or it is unable to pay its debts as and when they fall due for reasons other than the Authority's failure to comply with this Agreement;
- (p) the Grant Recipient is struck from the register at Companies' House or is otherwise prohibited from continuing its activities under any legislation in force and/or by an order of a court of competent jurisdiction;
- (q) an independent assessor or audit report on the Grant Recipient's accounts refers to a fundamental uncertainty or contains an adverse opinion or a disclaimer of opinion which would materially and adversely affect the Grant Recipient's ability to deliver its programmes or objectives;

- (r) a management or other letter from the Grant Recipient's independent assessor or external auditors reveals that the systems operated by the Grant Recipient to ensure compliance with this Agreement are materially unsatisfactory and materially and adversely affect the Grant Recipient's ability to deliver its programmes or objectives; or
 - (s) The Grant Recipient breaches the Code of Conduct for Grant Recipients 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 paragraph 9.1; or
 - (t) a court, tribunal or independent body or authority of competent jurisdiction requires any Grant Funding to be recovered by reason of breach of the UK's obligations under the Subsidy Control Act.
- 12.2 Wherever under this Agreement any sum of money is recoverable from or payable by the Grant Recipient (including any sum that the Grant Recipient is liable to pay to the Authority in respect of any breach of this Agreement), the Authority may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Grant Recipient under this Agreement or under any other agreement or contract with the Authority.
- 12.3 The Grant Recipient shall make any payments due to the Authority without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.
- 12.4 Should the Grant Recipient be subject to financial or other difficulties which are capable of having an impact on its effective delivery of the Approved Project or compliance with this Agreement, it will notify the Authority immediately so that, if possible, and without creating any legal obligation, the Authority will have an opportunity (at its absolute discretion) to provide assistance in resolving the problem or to take action to protect the Authority and the Grant Funding.
- 13. **CONFIDENTIALITY**
 - 13.1 Except to the extent set out in this clause or where disclosure or publication is expressly permitted elsewhere in this Agreement, the Grant Recipient shall treat all Confidential Information belonging to the Authority as confidential and shall 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 and to such extent as may be necessary for the performance of the Grant Recipient's obligations under the Agreement.
 - 13.2 The Grant Recipient hereby gives its consent for the Authority to publish this Agreement in its entirety (but with any information which is Confidential Information belonging to the Authority redacted), including from time to time agreed changes to the Agreement, to the general public.
 - 13.3 The Grant Recipient may only disclose the Authority's Confidential Information to its personnel who are directly involved in the provision of the Approved Project and who need to know the information, and shall ensure that such personnel are aware of and shall comply with Grant Recipient's obligations as to confidentiality.

- 13.4 The Grant Recipient shall not, and shall procure that its staff do not, use any of the Authority's Confidential Information received otherwise than for the purposes of this Agreement.
- 13.5 At the written request of the Authority, the Grant Recipient shall procure that those members of the Grant Recipient's personnel identified by the Authority sign a confidentiality undertaking prior to commencing any work in accordance with this Agreement.
- 13.6 Clauses 13.1 shall not apply to the extent that:
- 13.6.1 such disclosure is a requirement of law placed upon the party making the disclosure, including any requirements for disclosure under the FOIA or the EIR;
 - 13.6.2 such information was in the possession of the party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
 - 13.6.3 such information was obtained from a third party without obligation of confidentiality;
 - 13.6.4 such information was already in the public domain at the time of disclosure otherwise than by a breach of this Agreement; or
 - 13.6.5 such information is independently developed without access to the other party's Confidential Information.
- 13.7 Nothing in clause 13.1 shall prevent the Authority disclosing any Confidential Information obtained from the Grant Recipient:
- 13.7.1 for the purpose of the examination and certification of the Authority's accounts;
 - 13.7.2 for the purpose of any examination 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;
 - 13.7.3 to any government department or any other Contracting Authority and the Grant Recipient hereby acknowledges that all government departments or Contracting Authorities receiving such Confidential Information may further disclose the Confidential Information to other government departments or other Contracting Authorities on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any government department or any Contracting Authority; or
 - 13.7.4 to any consultant, contractor or other person engaged by the Authority,
- provided that in disclosing information under clauses 13.7.3 and 13.7.4 above the Authority discloses only 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.
- 13.8 Nothing in clauses 13.1 to 13.4 shall prevent either party from using any techniques, ideas or Know-How gained during the performance of its obligations under this 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.

- 13.9 In the event that the Grant Recipient fails to comply with clauses 13.1 to 13.4, the Authority reserves the right to terminate the Agreement with immediate effect by notice in writing.
- 13.10 In order to ensure that no unauthorised person gains access to any Confidential Information or any data obtained in the delivery of the Approved Project under the Agreement, the Grant Recipient undertakes to maintain adequate security arrangements that meet the requirements of professional standards and best practice.
- 13.11 The Grant Recipient will immediately notify the Authority of any breach of security in relation to Confidential Information and all data obtained in the delivery of the Approved Project under the Agreement and will keep a record of such breaches. The Grant Recipient will use its best endeavours to recover such Confidential Information or data however it may be recorded. This obligation is in addition to the Grant Recipient's obligations under clauses 13.1 to 13.5. The Grant Recipient will co-operate with the Authority in any investigation that the Authority considers necessary to undertake as a result of any breach of security in relation to Confidential Information or data.

14. **FREEDOM OF INFORMATION**

- 14.1 The Grant Recipient acknowledges that the Authority is subject to the requirements of the FOIA, the EIR and the Data Protection Legislation and shall assist and co-operate with the Authority (at the Grant Recipient's expense) to enable the Authority to comply with its disclosure obligations under these enactments.
- 14.2 The Grant Recipient shall, in particular, provide the Authority with:
- (a) a copy of any information in its possession that the Authority requires for the purposes of complying with its obligations under the FOIA, EIR or Data Protection Legislation within five (5) working days (or such other period as the Authority may specify) of the Authority requesting that information; and
 - (b) any advice or assistance, including any explanation as to why an exemption from the disclosure requirements in the FOIA, EIR or Data Protection Legislation may apply, requested by the Authority to enable it to respond to a request in compliance with its disclosure obligations.
- 14.3 The Authority shall where appropriate, consult with the Grant Recipient in advance of disclosing any information provided by the Grant Recipient to the Authority, but the Grant Recipient acknowledges that, notwithstanding clause 13 of the Agreement (Confidentiality), the Authority may disclose information:
- (a) without consulting with the Grant Recipient; or
 - (b) following consultation with the Grant Recipient and having taken its views into account,

where the Authority is required to do so to comply with its obligations under the FOIA, EIR and Data Protection Legislation. Provided always that where clause 14.3(a) applies the Authority shall, in accordance with any recommendations of the Code of Practice under the FOIA or EIR, take reasonable steps, where appropriate, to give the

Grant Recipient advanced notice, or failing that, to draw the disclosure to the Grant Recipient's attention after any such disclosure.

15. DATA PROTECTION AND INFORMATION SECURITY INCIDENT

- 15.1 The Grant Recipient and the Authority will comply at all times with their respective obligations under Data Protection Legislation.
- 15.2 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 15 and Schedule 5
- 15.3 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) are entitled at their own cost to enter 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 legal assistance) in so complying.
- 15.4 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).
- 15.5 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 Sharing 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 agreement and any Data Sharing Joint Controller Agreement, the terms of the DataSharing Joint Controller Agreement must take precedence.
- 15.6 Each Party must, with respect to its processing of Personal Data as independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, and the measures must, at a minimum, comply with the requirements of the Data Protection Legislation.
- 15.7 The Grant Recipient must notify the Authority upon becoming aware of any Information Security Incident that affects in part or in whole the data and or Confidential Information gathered, connected, or collated in relation to the Funded Activities. The Grant Recipient must do all such things as reasonably necessary to assist the Authority in mitigating the effects of any Information Security Incident, implement any measures necessary to restore the security of any compromised data and or Confidential Information, and work with the Authority to make any required notifications.

16. PREVENTION OF BRIBERY

16.1 The Grant Recipient:

- 16.1.1 shall not, and shall procure that any of its staff, agents, consultants and sub-contractors shall not, in connection with this Agreement, commit a Prohibited Act;
 - 16.1.2 shall not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct has been carried out in the UK;
 - 16.1.3 shall comply with the Authority's anti-bribery policies as updated from time to time;
 - 16.1.4 shall have and shall maintain throughout the term of this Agreement its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with clauses 16.1.2, 16.1.3 and 16.1.4;
 - 16.1.5 shall promptly report to the Authority any request or demand for any undue financial or other advantage of any kind received by the Grant Recipient in connection with the Approved Project;
 - 16.1.6 shall immediately notify the Authority in writing if a foreign public official becomes an officer or employee of the Grant Recipient or acquires a direct or indirect interest in the Grant Recipient, and the Grant Recipient warrants that it has no foreign public officials as officers, employees or direct or indirect owners at the date of this Agreement;
 - 16.1.7 shall, if requested, provide the Authority with any reasonable assistance, at the Authority's reasonable cost, to enable the Authority to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with the Bribery Act;
 - 16.1.8 within one (1) month of the Commencement Date, and annually thereafter, certify to the Authority in writing (such certification to be signed by an officer of the Grant Recipient) compliance with this clause 16 by the Grant Recipient and all persons associated with it or other persons who are supplying goods or services in connection with this Agreement. The Grant Recipient shall provide such supporting evidence of compliance as the Authority may reasonably request.
- 16.2 For the purpose of this clause 16, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purpose of this clause 16, a person associated with the Grant Recipient includes any agent, delegate or subcontractor of the Agent.

17. INTELLECTUAL PROPERTY RIGHTS

- 17.1 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 trade marks on any of its products or services without the other Party's prior written consent.

- 17.2 The Grant Recipient grants to the Authority a non-exclusive irrevocable and royalty-free, sub-licensable, worldwide licence to use all the IPR Material for the purpose of supporting other projects.
- 17.3 Ownership of Third Party software or other IPR necessary to deliver Funded Activities will remain with the relevant third party.
- 17.4 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 licences to use the Third Party software.

18. **WARRANTIES**

The Grant Recipient warrants, undertakes and agrees that:

- (a) it has all necessary resources and expertise to deliver the Approved Project successfully (assuming due receipt of the Grant Funding);
- (b) it has not committed, nor shall it commit, any Prohibited Act;
- (c) it shall at all times comply with all relevant legislation and all applicable codes of practice and other similar codes or recommendations, and shall notify the Authority immediately of any significant departure from such legislation, codes or recommendations;
- (d) it shall comply with the requirements of the Health and Safety at Work Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to employees and other persons working on the Approved Project;
- (e) it has and shall keep in place adequate procedures for dealing with any conflicts of interest;
- (f) it has and shall keep in place systems to deal with the prevention of fraud and/or administrative malfunction;
- (g) all financial and other information concerning the Grant Recipient which has been disclosed to the Authority is to the best of its knowledge and belief, true and accurate;
- (h) it is not subject to any contractual or other restriction imposed by its own or any other organisation's rules or regulations or otherwise which may prevent or materially impede it from meeting its obligations in connection with the Grant Funding;
- (i) it is not aware of anything in its own affairs, which it has not disclosed to the Authority or any of the Authority's advisers, which might have influenced the decision of the Authority to make the Grant Funding on the terms contained in this Agreement; and

- (j) since the date of its last accounts there has been no material change in its financial position or prospects.

19. INSURANCE AND INDEMNITY

- 19.1 The Grant Recipient shall, with effect from the Commencement Date, ensure that it holds all appropriate forms of insurance necessary for the normal execution of its activities and any such extension of cover as may be necessary for the activities or risks associated with the activities for which the Authority provides the Grant Funding. The Grant Recipient shall make its insurance cover available to the Authority on request.
- 19.2 The Authority accepts no liability for any consequences, whether direct or indirect, that may come about from the Grant Recipient running the Approved Project, the use of the Grant Funding or from withdrawal of the Grant Funding. The Grant Recipient shall indemnify and hold harmless the Authority, its employees, agents, officers or sub-contractors with respect to all claims, demands, actions, costs, expenses, losses, damages and all other liabilities arising from or incurred by reason of the actions and/or omissions of the Grant Recipient in relation to the Approved Project, the non-fulfilment of obligations of the Grant Recipient under this Agreement or its obligations to third parties.
- 19.3 Subject to clause 19.2, the Authority's liability under this Agreement is limited to the amount of the Grant Funding.

20. PUBLIC PROCUREMENT AND SUBSIDY CONTROL

- 20.1 Where the Grant Recipient seeks to procure the supply of any goods, works or services from a third party it shall ensure that contracts or further distribution of the Grant Funding are procured on a basis that secures best value and complies in all material aspects with the Procurement Regulations.
- 20.2 Where the Grant Recipient reasonably considers that there is an objective justification for not complying with clause 20.1 and seeks to rely on such a justification it shall record this in writing and make this available to the Authority on request.
- 20.3 The Grant Recipient shall not use any of the Grant Funding to carry out any activities that could be constituted as in violation of the UK's domestic obligations under the Subsidy Control Act or its international obligations in respect of subsidies, nor shall it pay or grant any unlawful subsidy to any organisation or individual.

21. PUBLICITY

- 21.1 The Grant Recipient shall not publish any material referring to the Approved Project or the Authority without the prior written agreement of the Authority. The Grant Recipient shall acknowledge the support of the Authority in any materials that refer to the Approved Project and in any written or spoken public presentations about the Approved Project. Such acknowledgements (where appropriate or as requested by the Authority) shall 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.

- 21.2 In using the Authority's name and logo, the Grant Recipient shall comply with all branding guidelines issued by the Authority from time to time.
- 21.3 The Grant Recipient agrees to participate in and co-operate with promotional activities relating to the Approved Project that may be instigated and/or organised by the Authority.
- 21.4 The Authority may acknowledge the Grant Recipient's involvement in the Approved Project as appropriate without prior notice.
- 21.5 The Grant Recipient shall comply with all 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 Approved Project.

22. ENVIRONMENTAL REQUIREMENTS

- 22.1 The Grant Recipient shall perform the Approved Project 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.
- 22.2 The Grant Recipient shall pay due regard to the use of recycled products, so long as they are not detrimental to the provision of the Approved Project or the environment, to include the use of all packaging, which should be capable of recovery for re-use or recycling.
- 22.3 The Grant Recipient shall take all possible precautions to ensure that any equipment and materials used in the provision of the Approved Project do not contain chlorofluorocarbons, halons or any other damaging substances, unless unavoidable, in which case the Authority shall be notified in advance of their use. The Grant Recipient shall endeavour to reduce fuel emissions wherever possible.

23. GENERAL

The Grant Recipient shall use its best endeavours to ensure that in carrying out the Approved Project it and anyone acting on its behalf complies with the law which applies in England. If the Grant Funding will be distributed outside the United Kingdom the Grant Recipient shall use its best endeavours to ensure that:

- (a) such funding does not contravene the laws of any other country; and
- (b) such funding is not used to support activities which could bring the Authority's name into disrepute.

24. ASSIGNMENT

The Grant Recipient shall not transfer, assign, sub-contract, charge, or otherwise dispose of any part of the Grant Funding, Approved Project or any of its obligations under this Agreement to a third party without the Authority's prior written approval.

25. **WAIVER**

No failure or delay by either party to exercise any right or remedy under this Agreement shall be construed as a waiver of any other right or remedy.

26. **NOTICES**

All notices and other communications in relation to this Agreement shall be in writing and shall 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 above or otherwise notified in writing. If personally delivered or if e-mailed all such communications shall 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 shall be deemed received on the next working day) and if mailed all such communications shall be deemed to have been given and received on the second working day following such mailing.

27. **NO PARTNERSHIP OR AGENCY**

This Agreement shall not create any partnership or joint venture between the Authority and the Grant Recipient, nor any relationship of principal and agent, nor authorise any party to make or enter into any commitments for or on behalf of the other party.

28. **JOINT AND SEVERAL LIABILITY**

Where the Grant Recipient is not a company nor an incorporated entity with a distinct legal personality of its own, the individuals who enter into and sign this Agreement on behalf of the Grant Recipient shall be jointly and severally liable for the Grant Recipient's obligations and liabilities arising under this Agreement.

29. **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

This Agreement does not and is not intended to confer any contractual benefit on any person pursuant to the terms of the Contracts (Rights of Third Parties) Act 1999.

30. **TERMINATION**

30.1 The Authority shall be entitled to terminate the Agreement and any payment of the Grant Funding by written notice to the Grant Recipient with immediate effect and without compensation if :

- (a) the Grant Recipient has committed a material breach of the terms and conditions of this Agreement and (if such breach is capable of remedy) shall have failed to remedy such breach within thirty (30) days of being required to do so in writing by the Authority;
- (b) there is repeated and unremedied failure by the Grant Recipient to comply with a notice given by the Authority relating to the inadequate performance of its obligations under the Agreement and/or any remedial action specified;
- (c) the Grant Recipient ceases or proposes to cease to carry on its business;
- (d) the Grant Recipient is guilty of fraud, dishonesty, impropriety, or any conduct calculated or likely in all material aspects to affect prejudicially the interests or reputation of the Authority;
- (e) the Grant Recipient has committed a Prohibited Act;

- (f) the Grant Recipient or any aspect of its operations which is a partnership or unregistered company goes into compulsory winding up; is dissolved; or an administrator or receiver is appointed over the whole or any part of its assets or it has entered into a composition or voluntary arrangement with its Creditors;
- 30.2 In addition to its right of termination in clause 30.1 above, the Authority shall be entitled to terminate this Agreement for any reason on giving the Grant Recipient not less than thirty (30) days written notice.
- 30.3 The Authority shall be entitled to discontinue payment of the Grant Funding on satisfactory completion of the Approved Project for which the Grant Funding is provided or at the end of the Grant Period, whichever is earlier.
- 30.4 Where the Authority discontinues payment of the Grant Funding and/or reduces the amount of Grant Funding, the Authority accepts no liability for any consequences that may come about from the reduction or withdrawal of the Grant Funding.
- 30.5 Where the Authority terminates the Agreement, no further payment of the Grant Funding shall be payable by the Authority to the Grant Recipient except for work carried out by the Grant Recipient relating to the Approved Project prior to termination and in accordance with the Agreement but where the payment has yet to be made by the Authority.
- 30.6 Save as otherwise expressly provided in the Agreement, termination or expiry of the Agreement shall be without prejudice to any rights, remedies or obligations accrued under the Agreement prior to termination or expiration and nothing in the Agreement shall prejudice the right of either party to recover any amount outstanding at such termination or expiry.
- 31. DISPUTE RESOLUTION**
- 31.1 All disputes and complaints (except for those which relate to the Authority's right to withhold funds or terminate this Agreement) shall, in the first instance be referred to the Grant Recipient's [project manager for the Approved Project] and the Authority's nominated officer.
- 31.2 Should the dispute or complaint remain unresolved within 14 days of the matter first being referred to the individuals named in clause 31.1, either party may refer the matter to [Chair] of the Grant Recipient and the Authority's [nominated senior official] with an instruction to attempt to resolve the matter by agreement within 28 days, or such other period as may be mutually agreed by the Authority and the Grant Recipient.
- 31.3 In the absence of agreement under clause 31.2, the parties may seek to resolve the matter through mediation under the CEDR Model Mediation Procedure (or such other appropriate resolution model as is agreed by both parties. Unless otherwise agreed, the parties shall bear the costs and expenses of the mediation equally.
- 32. ASSETS**
- 32.1 The Grant Recipient must keep a register of all Fixed Assets acquired or improved at a cost exceeding £10,000, wholly or partly using the Grant provided under the Grant Funding Agreement.

32.2 Assets purchased with Grant funding must only be used for delivery of the Funded Activities.

32.3 For each entry in the register the following particulars must be shown where appropriate:

- date of acquisition or improvement;
- description of the Asset;
- cost, net of recoverable VAT;
- location of the Asset;
- serial or identification numbers;
- location of the title deeds;
- date of any Disposal;
- depreciation/amortisation policy applied;
- proceeds of any Disposal net of VAT; and
- the identity of any person to whom the Asset has been transferred or sold.

32.4 The Authority reserves the right to require the Grant Recipient to maintain the above particulars for any additional items which the Authority considers material to the overall Grant.

Disposal of Assets

32.5 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.

32.6 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.

32.7 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.

32.8 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:

- the sale of the Assets takes place after the end of the Asset Owning Period;
- 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
- the Authority is otherwise satisfied that the Recipient will apply those proceeds for purposes related to the Funded Activities.

32.9 The Grant Recipient must hold the proceeds from the Disposal of any Asset on trust for the Authority.

Charging of any Asset

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

33 GOVERNING LAW

This Agreement shall 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. This does not limit the Authority's right to commence legal proceedings in any other court of competent jurisdiction, including concurrent proceedings.

Schedule 2 THE APPROVED PROJECT

Details of the approved project including objectives, milestones, reporting requirements and eligible expenditure will be included here.

Schedule 3 PAYMENT SCHEDULE

Details of the payment schedule will be included here.

Schedule 4 CHANGE CONTROL NOTICE

Template change control form will be included here.

Schedule 5 Data Protection Provisions

The contact details of the Authority's Data Protection Officer are: **Data and Information Assurance Team** nesecurity@naturalengland.org.uk

The contact details of the Grant Recipient's Data Protection Officer are: **[Insert Contact details]**

Data Protection Legislation Condition Definitions:

Where they appear in this Schedule 5:

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 held by the Processor 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 to access their Personal Data.

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 the 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 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 affected 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 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 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 5, 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 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 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 volunteer

SAMPLE

Schedule 6 Grant Claim Form

A template of the grant claim form will be included here.

Schedule 7 Legacy Plan

General

1. The Grant Recipient must prepare a Legacy Plan within the final three months of this Grant Funding Agreement to allow the smooth closure of the Funded Activities.

3. The Legacy Plan should detail all capital assets of £10,000 or over, purchased, enhanced or created as a result of the Grant Funding (including the products of capital research & development), and set out a plan for how these will be maintained and managed by the Grant Recipient for the duration of the five-year Obligation Period.

4. For the purposes of the Legacy Plan, the term capital assets includes (but is not limited to): land, habitats, infrastructure, equipment, tools, machinery, vehicles, research data and reports. Where items purchased for use during the grant Funding Period are no longer required for project use during the Obligation Period, the Grant Recipient should identify an alternative purpose in keeping with the objectives of the Fund.

5. The Grant Recipient must comply with any reasonable request of the Authority for information relating to the performance of the Funded Activities and the production of the Legacy Plan.

Assets Register

6. The Grant Recipient must maintain throughout the lifetime of the Grant and Obligation Period of this Grant an asset register.

For each entry in the register the following particulars must be shown where appropriate:

- date of acquisition or improvement;
- description of the Asset;
- cost, net of recoverable VAT;
- location of the Asset;
- serial or identification numbers;
- location of the title deeds;
- date of any Disposal;
- depreciation/amortisation policy applied;
- proceeds of any Disposal net of VAT; and
- the identity of any person to whom the Asset has been transferred or sold.

7. The Grant Recipient must not change the status of any asset without the prior written consent of the Authority where such a change would either be viewed as a major change or would require repayment in accordance with the Terms and Conditions of the Grant Funding Agreement.

8. In reference to clause 32.6, by acceptance of this Grant Offer the Authority transfers ownership of assets to the Grant Recipient.