



Department
for Environment,
Food & Rural Affairs

Seacole Building
2 Marsham Street
London
SW1P 4DF
United Kingdom

T:03459335577
helpline@defra.gov.uk
www.gov.uk/defra

Recipient name here
Recipient company
Address1
Address2
Address3
Postcode

Grant ref: C
Date: Date here

Attention: [Insert name of contact]

To Whom it May Concern,

Co-Chair for the Global Research Alliance Research Group – Grant Funding Letter

Any reference in this letter to "you" or "your" means the Grant Recipient and any capitalised terms have the meanings given in SCHEDULE 1 (Terms and Conditions).

You submitted the application in SCHEDULE 2 (**Grant Application**) to this letter in response to the competition for Co-Chair for the Global Research Alliance Research Group in Government Grant Function Find and Apply for a Grant Platform. After consideration of your application, Department for Environment Food & Rural Affairs (the **Authority**) is pleased to offer you a Grant for the performance of the Funded Activities in Schedule 2 up to the Maximum Sum, subject to your agreement to, and compliance with, the terms and conditions set out in this Grant Funding Letter and its Schedules.

1. Overview of the Grant

The key elements of the Grant are described in the table below:

Name of Project	Co-Chair for the Global Research Alliance Research Group	
Aims and Objectives of Funded Activities	[Insert the aims and objectives of the Funded Activities]	
Intended Outcomes from Funded Activities	[Insert the intended outcomes of the Funded Activities]	
Maximum Sum	The maximum amount of the Grant will be £TBA	
Funding Period	The period from [Insert start date] to [Insert end date]	
Statutory Provision	The Grant is made pursuant to section [Insert] of [Insert] Act [20[Insert]].	
Reporting by Grant Recipient	The Grant Recipient will provide periodic reports	
	Insert Date	Insert Type of Report
	Insert Date	Insert Type of Report
	Insert Date	Insert Type of Report
	28 days after the grant funding period ends or no later than [insert date]	End of Grant Usage Report
Agreed Performance Measures	Performance Measure/Outcome	Assessment Frequency
	Insert Information	Insert Frequency

	Insert Information	Insert Frequency
	Insert Information	Insert Frequency
	Insert Information	Insert Frequency
Eligible Expenditure	Expenditure Item	Budget/Forecast
	Insert Expenditure Item	Insert Budget or Forecast
	Insert Expenditure Item	Insert Budget or Forecast
	Insert Expenditure Item	Insert Budget or Forecast
	Insert Expenditure Item	Insert Budget or Forecast
	Insert Expenditure Item	Insert Budget or Forecast
Project Representative	TBA	
Grant Manager	TBA	
Escalation Contacts	Authority	
	[Insert name, Job Title, Email, Phone of Authority's Escalation Contact)]	

	Grant Recipient
	[Insert name, title and contact details (phone and email) of Grant Recipient's Escalation Contact]

2. Payment of the Grant

- 2.1 This Grant is a contribution only. You are responsible for sourcing or providing all other resources required for the Funded Activities and any third-party contribution to the Funded Activities to meet the balance of the Eligible Expenditure not fully supported by the Grant.
- 2.2 Subject to your compliance with the terms of this Grant Agreement, the Authority will make Grant payments in accordance with the following payment schedule

Instalment Period	Grant Sum Payable	Payment Date/ Milestone
Year 1		
1	Insert sum payable	Insert date or milestone
2	Insert sum payable	Insert date or milestone
3	Insert sum payable	Insert date or milestone
4	Insert sum payable	Insert date or milestone
Year 2		
1	Insert sum payable	Insert date or milestone
2	Insert sum payable	Insert date or milestone
3	Insert sum payable	Insert date or milestone
4	Insert sum payable	Insert date or milestone
Total For Grant	Insert sum payable	Insert date or milestone

3. Grant Claims

- 3.1 Within 10 Working Days of your electronic acceptance of the Grant Agreement, we will send you a unique Purchase Order (PO) Number. You must be in receipt of a valid PO Number before submitting a Grant Claim.

All Grant Claims must be submitted by e-mail to [Insert Name] policy team, quoting a valid purchase order number (PO Number), at [insert name@defra.gov.uk] (or other address notified to you from time to time for the purpose:

The Defra [Insert name] policy team is responsible for checking and raising any queries about Grant Claims submitted. In the case of payment queries or disputes correspondence may be sent to the policy team email above.

To avoid delay in payment it is important that your Grant Claim is complete and that it includes a valid PO Number, a signed Grant Claim and the details (name and telephone number) of your Project Representative. Grant Claims which do not have this information will be sent back to you, which may lead to a delay in payment.

Upon successful validation and approval by the [Insert Name] policy team, they will instruct you to submit a 'regular supplier invoice' to SSCL Accounts Payable: APinvoices-DEF-U@gov.sscl.com

The invoice should be made out to the following SSCL address:

SSCL - DEFRA
DEF Sort Ref 790
Newport
NP10 8FZ

It is essential that recipient invoices are not submitted to SSCL prior to you receiving confirmation that a claim has been approved.

The invoice and email must comply with SSCL's criteria. Invoices that fail the criteria will not be processed and SSCL will not inform you or the relevant policy team of a rejection.

- The submission email size must not exceed 4mb
- 'Password Protected' files cannot be processed.
- All invoices must be in PDF format attached directly to the email (no folders, hyperlinks etc).
- Only one pdf can be attached to the email therefore your invoice must contain all the relevant information. There should be no supporting documentation submitted e.g. grant claim form.

Therefore, the invoice must contain the following information:

- The relevant Purchase Order (PO) number
- All your relevant recipient details.

- The approved Grant Claim amount.
- The full description of Eligible Expenditure
- A unique invoice number (this must not be one you have previously used).

3.2 Grant Claims must be submitted to the Authority by the **[insert]** Working Day of the month following the end of the relevant Instalment Period.

3.3 Payment of the Grant will be made within 30 days of the Authority approving Your Grant Claim unless you fail to comply with the requirements in 3.1.

4. **Confirmation of Bank Details**

4.1 You confirm that the bank details and signatory in your “Bank Account and Authorised Signatories” form provided to the Authority remain the same. Grant payments will be made into the business bank account listed in the form. No payment will be made in advance of receipt of a correctly completed and signed form.

4.2 Any change of bank details must be notified immediately on the same form and signed by an authorised signatory. Any change of signatory must be notified to the Authority for approval, as soon as known.

5. **Responsibility for the Funded Activities**

You will be the sole recipient of the Grant and, as such, you will be responsible for managing the Grant as between you and any other third parties involved in performing the Funded Activities.

6. **The Grant Agreement**

6.1 Once you sign this Grant Funding Letter it, together with its Schedules, will comprise a binding “**Grant Agreement**” between you and the Authority.

7. **Declarations**

7.1 As a condition of receiving the Grant and by signing this Grant Funding Letter, you confirm that:

- 7.1.1 all authorisations and consents necessary to enable you to enter into and perform the obligations in this Grant Agreement have been obtained;
- 7.1.2 the declarations in the Grant Application are true and accurate to the best of your knowledge and belief;
- 7.1.3 there have not been any changes in your circumstances which may affect your obligations under the Grant Agreement;
- 7.1.4 you have all necessary resources and experience to deliver the Funded Activities as required by the Grant Agreement;
- 7.1.5 you have not received and will not receive any duplicate funding from any other source in respect of the same Funded Activities;

- 7.1.6 you will notify the Authority of any match funding applied for (or which you intend to apply for, approved, offered or received before the commencement date of the grant.
- 7.1.7 you acknowledge and accept that the Grant is awarded on the basis that in undertaking the Funded Activities you are not and will not be undertaking economic activities. A fundamental condition of the Grant is that the activities funded are, and that measures are (where necessary) taken, and maintained, to ensure that there is no cross-subsidy of any other economic activity you might pursue;
- 7.1.8 receipt of the Grant will not lead to you exceeding the MFA Threshold of £315,000 cumulated over the current financial year (i.e. from 1 April) and the two financial years immediately preceding the current financial year, as specified in section 36(1) of the Subsidy Control Act;
- 7.1.9 the person signing this Grant Agreement is duly authorised to sign on your behalf; and
- 7.1.10 your Project Representative referenced in the table above is authorised to make decisions and provide information on your behalf.

8. **Amendments to the Terms and Conditions**

No special instructions

9. **Acceptance**

- 9.1 To accept this Grant Funding Letter, please arrange for an authorised signatory to electronically sign and date the Grant Funding Letter as indicated below within **7** days from the date of this Grant Funding letter and to follow any guidance provided. Please remember to quote the Grant reference number in any future communications relating to this Grant.

Yours sincerely

[Insert Name and Title]

Grants and Grant Prominent Programmes
Defra group Commercial

I confirm the agreement of **Insert Grant Recipient name** to the terms and conditions in this Grant Funding Letter and its Schedules. I confirm **Insert Grant Recipient** agrees to sign this Grant Funding Letter by electronic signature (whatever form the electronic signature takes) and that this method of signature is as conclusive of **Insert Grant Recipient's** intention to be bound by the terms of this Grant Funding Letter and its Schedules

Grant-Recipient-Signature-1

Grant-Recipient-Signature-2

Accepted on Behalf of the Authority

Authority-Signature

SCHEDULE 1

TERMS AND CONDITIONS

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1. DEFINITIONS AND INTERPRETATION

1.1 Where they appear in this Grant Agreement:

Agreed Performance Measures means the agreed measures and long-term outcomes of the Funded Activities described in the Grant Funding Letter;

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;

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;

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 the Commencement Date) [here](#), including any subsequent updates from time to time;

Commencement Date means the date on which the Grant Agreement comes into effect, which shall be the start date of the Grant Funding Period;

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;

© the Authority Personal Data;

(d) any information derived from any of the above.

Confidential Information shall not include information which:

(a) was public knowledge at the time of disclosure (otherwise than by breach of paragraph 18 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;

© 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.

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

Eligible Expenditure means the payments made by the Grant Recipient during the Funding Period for the purposes of delivering the Funded Activities which are defined in the Grant Application and which comply in all respects with the eligibility rules set out in paragraph 4 of this SCHEDULE 1;

Escalation Contact means the escalation contact appointed by the Authority or the Grant Recipient (as the case may be), which at the Commencement Date shall be the individuals listed as such in the Grant Funding Letter;

Event of Default means any of the events or circumstances set out in paragraph 14.1 of this SCHEDULE 1;

Financial Year means from 1 April to 31 March;

Funded Activities means the activities described in the Grant Funding Letter and set out in detail in SCHEDULE 2;

Funding Period means the period for which the Grant is awarded as set out in the Grant Funding Letter; **Grant** means the sum or sums the Authority will pay to the Grant Recipient up to the amount set out in the Grant Funding Letter, in accordance with paragraph 3 of this SCHEDULE 1 and subject to the provisions set out at paragraph 14 of this SCHEDULE 1.

Grant Agreement has the meaning given in the Grant Funding Letter; **Grant Claim or Grant Claims** means a request submitted by the Grant Recipient in the form specified by Schedule 3 to the Authority for payment of the Grant; **Grant Funding Letter** means the letter from the Authority to the Grant Recipient to which this document is Scheduled;

Grant Manager means the individual who has been nominated by the Authority to be the day-to-day point of contact for the Grant Recipient in relation to the Grant;

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;

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

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

IPR Material means all material produced by or on behalf of the Grant Recipient or its Representatives 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);

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 the European Union (Withdrawal) Act 2018 as amended by European Union (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, actions, claims, 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;

Maximum Sum means the maximum amount of the Grant stated in the Grant Funding Letter;

MFA means minimal financial assistance as referred to in section 36 of the Subsidy Control Act;

MFA Threshold means financial threshold as set out in sections 36(1) and (2) of the Subsidy Control Act;

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

Payment Schedule means the schedule for payment of the Grant to the Grant Recipient as set out in the Grant Funding Letter;

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

Prohibited Act means:

- (a) directly or indirectly offering, giving or agreeing to give to any servant of the Authority or of any Crown Body 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 Grant Agreement; and/or
 - (ii) showing or not showing favour or disfavour to any person in relation to the Grant Agreement; and/or
- (b) committing any offence:
 - (i) under the Bribery Act 2010;
 - (ii) under legislation creating offences in respect of fraudulent acts; and/or
 - (iii) at common law in respect of fraudulent acts in relation to the Grant Agreement; and/or
- (c) defrauding or attempting to defraud or conspiring to defraud the Authority or any Crown Body;

Project Representative means the representative appointed by the Grant Recipient, which at the Commencement Date shall be the individual listed as such in the Grant Funding Letter;

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

SPEI Assistance means assistance for services of public economic interest as defined in section 38 of the Subsidy Control Act;

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;

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 or the Funding Period (as the case may be), or because of termination or breach of this Grant Agreement; and

Working Day or Working Days means any day other than a Saturday, Sunday or public holiday in England and Wales.

1.2 In this Grant Agreement, unless the context otherwise requires:

- 1.2.1 references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;
- 1.2.2 a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
- 1.2.3 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"; and
- 1.2.4 the headings in this Grant Agreement are for ease of reference only and will not affect the interpretation or construction of this Grant Agreement.

1.3 Where there is any conflict between the documents that make up this Grant Agreement the conflict shall be resolved in accordance with the following order of precedence:

- 1.3.1 the Grant Funding Letter;
- 1.3.2 this SCHEDULE 1 (Terms and Conditions);
- 1.3.3 the remaining Schedules to this Grant Agreement with the exception of SCHEDULE 2 (the Grant Application);
- 1.3.4 SCHEDULE 2 (the Grant Application); and
- 1.3.5 any other documents incorporated by reference in, or developed in accordance with, this Grant Agreement.

2. DURATION AND PURPOSE OF THE GRANT

2.1 This Grant Agreement will subsist for the duration of the Funding Period unless terminated earlier in accordance with its terms.

2.2 The Grant Recipient shall use the Grant solely for the delivery of the stated Funded Activities and not for any political or lobbying activities or any purposes other than the Funded Activities or as described in the Grant Funding Letter.

2.3 Only the Authority may make changes to the Funded Activities (including changing the amount of the Grant and/or the scope of the Funded Activities) by providing reasonable written notice to the Grant Recipient

3. PAYMENT OF GRANT

- 3.1 Subject to the remainder of this paragraph 3 the Authority shall pay the Grant to the Grant Recipient:
- 3.1.1 up to the maximum amount stated in the Grant Funding Letter;
 - 3.1.2 in pound sterling (GBP) and into a bank located in the UK; and
 - 3.1.3 in respect of Eligible Expenditure only.
- 3.2 The Authority does not have to pay any Grant Claims not submitted within the period set out in the Grant Funding Letter and/or which are incomplete, incorrect or submitted without the full supporting documentation (including such documentation as may be reasonably requested by the Authority).
- 3.3 The Grant Recipient will provide the Authority with such evidence as it may reasonably require that Grant Claims relate to costs which constitute Eligible Expenditure, and the Authority will make the payments only if satisfied that Grant Claims relate to Eligible Expenditure.
- 3.4 The Grant Recipient will inform the Authority immediately if any other public funding is applied for or awarded in relation to the Funded Activities.
- 3.5 The Grant Recipient shall promptly notify and repay immediately to the Authority any money incorrectly paid to it either as a result of an administrative error or otherwise.
- 3.6 If at the end of any Financial Year and/or the Funding Period there are Unspent Monies, the Grant Recipient shall repay such Unspent Monies to the Authority no later than 30 days following the Authority's request for repayment.
- 3.7 In line with the Subsidy Control Act, the Grant Recipient undertakes to keep a written record of the amount of the MFA received and the date(s) when it was received. The written record must be kept for at least three years beginning with the date on which the MFA was given, as specified in sections 37(6) and 37(7) of the Subsidy Control Act.

4. ELIGIBLE EXPENDITURE

- 4.1 The following costs/payments will be classified as Eligible Expenditure if incurred for the purposes of the Funded Activities:
- 4.1.1 giving evidence to Parliamentary Select Committees or attending meetings with government ministers or civil servants to discuss the Funded Activities;
 - 4.1.2 responding to public consultations, where the topic is relevant to the objectives of the Funded Activities; and/or
 - 4.1.3 providing independent evidence-based advice to local or national government, where that is in line with the objectives of the Grant.
- 4.2 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 stated to be eligible in this Grant Agreement):

- 4.2.1 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;
- 4.2.2 using the Grant to directly enable one part of government to challenge another on topics unrelated to the agreed purpose of the grant;
- 4.2.3 using the Grant to petition for additional funding;
- 4.2.4 expenses such as for entertaining, specifically aimed at exerting undue influence to change government policy;
- 4.2.5 purchase or improvement of any assets, equipment or other capital spend;
- 4.2.6 contributions in kind;
- 4.2.7 interest payments or service charge payments for finance leases;
- 4.2.8 gifts;
- 4.2.9 statutory fines, criminal fines or penalties, civil penalties, damages or any associated legal costs;
- 4.2.10 payments for works or activities which the Grant Recipient has a statutory duty to undertake, or that are fully funded by other sources;
- 4.2.11 bad debts to related parties;
- 4.2.12 payments for unfair dismissal or other compensation;
- 4.2.13 depreciation, amortisation or impairment of assets owned by the Grant Recipient;
- 4.2.14 input VAT reclaimable by the Grant Recipient from HMRC;
- 4.2.15 payments for activities of a political or exclusively religious nature; and/or
- 4.2.16 liabilities incurred before the commencement of the Grant Agreement unless agreed in writing by the Authority.

5. REVIEW, MONITORING AND AUDIT

- 5.1 The Authority will review the performance and financial delivery of the Grant at six monthly intervals from the Commencement Date, taking into account the Grant Recipient's delivery of the Funded Activities against the Agreed Performance Measures and reviewing reports produced by the Grant Recipient in accordance with paragraph 5.3. Following such review and/or in the event of any fraud, theft or financial irregularity, the Authority may take any action as it sees fit.
- 5.2 The Grant Recipient shall monitor the delivery and success of the Funded Activities throughout the Funding Period and shall notify the Authority as soon as reasonably practicable of any actual or potential failure to comply with any of its obligations under

this Grant Agreement and any significant changes to the Funded Activities or Grant Recipient (such as a Change of Control) which may affect progress or delivery of the Funded Activities or which may potentially breach the Subsidy Control Act or any term of the Grant Agreement.

- 5.3 The Grant Recipient shall provide the Authority with a report on its performance against the Agreed Performance Measures and this Grant Agreement at the intervals specified in the Grant Funding Letter; and any further assistance or information reasonably requested by the Authority.
- 5.4 The Grant Recipient shall (and procure that its subcontractors shall) keep accurate and up-to-date accounts and records of the receipt and expenditure of the Grant and evidence of compliance with the Grant Agreement and shall provide the Authority with access to these where requested to do so. This shall include keeping all invoices, receipts, and accounts and any other relevant documents relating to Eligible Expenditure during the Funding Period and 6 years thereafter. Such accounts, records and statements shall be signed off by a suitably qualified member of staff of the Grant Recipient (or an appointed third party) having responsibility for the validity of such accounts, records and statements.
- 5.5 The Authority, National Audit Office and/or their authorised representatives may, at any time during and up to 5 years after the end of the Grant Agreement, conduct audits in relation to the Grant Recipient's use of the Grant and/or compliance with this Grant Agreement. The Grant Recipient agrees to act reasonably in cooperating with such audits, including by granting access to relevant documentation, premises and personnel. If such an audit determines that all or part of a Grant has been misapplied, then the Authority may recover such amounts as well as the costs of the audit.

6. FINANCIAL MANAGEMENT

- 6.1 The Grant Recipient will maintain a sound administration and audit process, including internal financial controls to safeguard against fraud and theft, money laundering, counter terrorist financing or any other impropriety, or mismanagement in connection with the administration of the Grant; and promptly notify the Authority of all such actual or suspected incidents identified and keep the Authority informed in relation to its remedial actions thereafter.

7. CONFLICTS OF INTEREST

- 7.1 Neither the Grant Recipient nor its Representatives shall engage in any personal, business or professional activity which conflicts or could conflict with any of their obligations in relation to the Grant Agreement. 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.

8. GRANT RECIPIENT COMPLIANCE DUTIES

- 8.1 The Grant Recipient agrees to adhere to its obligations under the Law and ensure that the Funded Activities are carried out in accordance with the Law including the Data Protection Legislation, the Bribery Act 2010, the Fraud Act 2006 and the Modern Slavery Act 2015 and to provide the Authority, on request, with all such documents, policies and other information confirming such compliance.

- 8.2 The Grant Recipient hereby acknowledges that the Authority is subject to requirements under the Data Protection Legislation, Freedom of Information Act 2000 and the Environmental Information Regulations 2004. Where requested by the Authority, the Grant Recipient will provide reasonable and timely (including as necessary to enable the Authority to meet any timelines set out in such legislation) assistance and cooperation to the Authority to assist the Authority's compliance with its information disclosure obligations.
- 8.3 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.
- 8.4 Given the nature of this Grant Agreement and the Funded Activities, the Parties do not envisage that either Party will process any Personal Data for or on behalf of the other Party, under or in connection with this Grant Agreement or the Funded Activities. Where and to the extent that in undertaking the obligations set out in this Grant Agreement or performing the Funded Activities, either Party anticipates that the other will process any Personal Data for and on behalf of the other Party it shall notify the other Party and the Parties shall agree a variation to this Grant Agreement to incorporate appropriate provisions in accordance with Article 28 of the UK GDPR, or as otherwise required by the Data Protection Legislation.
- 8.5 The Grant Recipient will ensure that delivery of the Funded Activities does not put the Authority in breach of the UK's domestic obligations under the Subsidy Control Act or its international obligations in respect of subsidies and will ensure that the total public funding received by the Grant Recipient from any source is compliant with the Subsidy Control Act and does not exceed the MFA Threshold.
- 8.6 The Grant Recipient agrees to comply with the Code of Conduct and ensure that its Representatives and any subcontractors undertake their duties in a manner consistent with the principles set out in the Code of Conduct. The Grant Recipient shall immediately notify the Authority if it becomes aware of any actual or suspected breaches of the principles outlined in the Code of Conduct.

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1 All Intellectual Property Rights owned by a Party prior to the Commencement Date or developed by or on behalf of a Party during the Funding Period but not in connection with the Funded Activities will remain the property of the relevant Party (or its licensors) and all rights (including Intellectual Property Rights) and title in and to any IPR Material will vest in the Grant Recipient (or its licensors).
- 9.2 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.

10. INSURANCE

- 10.1 The Grant Recipient must put in place and maintain adequate insurance coverage (including public liability insurance) either as a self-insurance arrangement or with an insurer of good repute to cover all insurable claims and liabilities under or in connection with this Grant Agreement. The Grant Recipient will provide evidence of such insurance to the Authority on request.

11. ASSIGNMENT

- 11.1 The Grant Recipient cannot transfer, assign, novate, subcontract or otherwise dispose of the whole or any part of the Grant Agreement or any rights under it.

12. PUBLICITY

- 12.1 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.
- 12.2 The Grant Recipient will not make any statement in any form which is likely to be damaging to the Authority, its operations or reputation or which may bring it into disrepute or disclose information confidential to the Authority.
- 12.3 The Grant Recipient will not make any statement regarding this Grant without the prior written consent of the Authority but will acknowledge the support of the Authority in any materials or written or spoken public presentations about the Funded Activities, referring to the programme under which the Grant was awarded and featuring the Authority's logo.
- 12.4 In using the Authority's name and logo, or any HM Government name or logo, the Grant Recipient shall at all times during and following the end of the Funding Period:
- 12.4.1 comply with all reasonable branding guidelines issued by the Authority from time to time; and
 - 12.4.2 cease use of the Funded by UK Government logo on demand if directed to do so by the Authority.

13. DEFAULT AND TERMINATION

Authority's Right to Terminate

- 13.1 The Authority may exercise its rights set out in paragraph 14.3 if any of the following events (Events of Default) occur:
- 13.1.1 the Grant Recipient fails to comply with any of its obligations under the Grant Agreement which is material in the opinion of the Authority;
 - 13.1.2 the delivery of the Funded Activities does not start within three months of the Commencement Date;

- 13.1.3 the Grant Recipient fails, in the Authority's opinion, to make satisfactory progress with the Funded Activities and, in particular, towards meeting the Agreed Performance Measures;
 - 13.1.4 the Grant Recipient fails to improve delivery of the Funded Activities, having undertaken the remedial activity agreed with the Authority under paragraph 14.4;
 - 13.1.5 the Grant Recipient obtains any 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;
 - 13.1.6 the Grant Recipient provides the Authority with any materially misleading or inaccurate information in its Grant Application or in subsequent related correspondence;
 - 13.1.7 the Grant Recipient commits or committed a Prohibited Act or fails to report a Prohibited Act to the Authority, whether committed by the Grant Recipient or immediately upon becoming aware of it;
 - 13.1.8 during the Funding Period, any director or employee of the Grant Recipient commits any dishonest negligent act or omission, or otherwise brings the Authority into disrepute;
 - 13.1.9 the Grant Recipient:
 - (a) ceases to operate for any reason, or 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);
 - (b) 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;
 - 13.1.10 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 paragraph 8.5;
 - 13.1.11 the Grant Recipient undergoes a Change of Control which will, in the reasonable opinion of the Authority, be materially detrimental to, or result in fundamental changes to, the Funded Activities.
- 13.2 The Authority reserves its right to terminate the Grant Agreement at any time by giving at least 90 days written notice to the Grant Recipient and subject to making any payments then due and payable and any noncancellable Eligible Expenditure commitments (which the Grant Recipient shall have a duty to mitigate).

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

- 13.3 Where, the Authority determines that an Event of Default has or may have occurred, the Authority may by written notice to the Grant Recipient take any one or more of the following actions:
- 13.3.1 suspend the payment of Grant for such period as the Authority shall determine; and/or
 - 13.3.2 reduce the Maximum Sum in which case the payment of Grant shall thereafter be made in accordance with the reduction and notified to the Grant Recipient; and/or
 - 13.3.3 cease to make payments of Grant to the Grant Recipient under the Grant Agreement and (in addition) require the Grant Recipient to repay the Authority the whole or any part of the amount of Grant previously paid to the Grant Recipient (which will be payable by the Grant Recipient within 30 days of such demand); and/or
 - 13.3.4 terminate the Grant Agreement.
- 13.4 Where an Event of Default is remediable, the Authority will give the Grant Recipient notice of the Event of Default and its intent to take any action under paragraph 14.3 and give the Grant Recipient reasonable opportunity (at the Authority's discretion) to resolve the Event of Default.

Consequences of Termination

- 13.5 If the Authority terminates the Grant Agreement, the Grant Recipient shall return any Unspent Monies to the Authority within 30 days of the date of the Authority's termination notice, save where the Authority gives written consent to their retention.
- 13.6 In the event of termination or expiry of this Grant Agreement, 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.
- 13.7 The Grant Recipient shall, on the Authority's request, promptly prepare a written exit plan to provide for the cessation or seamless transfer of the Funded Activities following expiry or termination of this Grant Agreement.

14. DISPUTE RESOLUTION

- 14.1 The Parties will use all reasonable endeavours to resolve in good faith any dispute that arises during the term of the Grant Agreement.
- 14.2 All disputes and complaints (except for those which relate to the Authority's right to withhold funds or terminate the Grant Agreement) shall be referred in the first instance to the Grant Manager and the Project Representative.
- 14.3 If the dispute cannot be resolved between the Grant Manager and the Project Representative within a maximum of 15 Working Days, then the matter will be escalated to a formal meeting between the Parties' Escalation Contacts.

15. LIMITATION OF LIABILITY

- 15.1 The Authority accepts no liability for any consequences or Losses, whether direct or indirect, that arise from the Grant Recipient undertaking the Funded Activities, using the Grant or the Authority exercising any of its rights under the Grant Agreement.
- 15.2 The Grant Recipient shall indemnify and hold harmless the Authority and its Representatives with respect to all Losses and/or proceedings arising from or in relation to the Grant Agreement, including any actions and/or omissions of the Grant Recipient (and any subcontractors) in relation to the Funded Activities, the non-fulfilment of obligations of the Grant Recipient under this Grant Agreement and/or its obligations to Third Parties.
- 15.3 The Authority's liability to the Grant Recipient under this Grant Agreement is limited to the obligation to make payment of the Grant Funding when due and payable in accordance with this Grant Agreement.

16. VAT

- 16.1 If VAT is held to be chargeable in respect of the Grant Agreement, all payments shall be deemed to be inclusive of all VAT and the Authority shall not be obliged to pay any additional amount by way of VAT.
- 16.2 All sums or other consideration payable to or provided by the Grant Recipient to the Authority at any time shall 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 shall at the same time or as the case may be on demand by the Secretary of State in addition to such sums or other consideration pay to the Secretary of State all the VAT so payable upon the receipt of a valid VAT invoice.

17. GENERAL

- 17.1 The Grant Agreement, together with any other document referred to herein, contain the whole agreement between the Authority and Grant Recipient in relation to the Grant and neither Party intends that the Grant Agreement shall be enforceable by any third party except where expressly stated.
- 17.2 This Grant Agreement may not be varied other than by agreement in writing between authorised representatives of the Parties.
- 17.3 All notices and other communications in relation to this Grant Agreement shall be in writing and shall be deemed to have been duly given (on delivery if personally delivered or emailed and on the second Working Day from mailing, if mailed) if personally delivered, e-mailed, or mailed (first class postage prepaid) to the address of the relevant Party as stated in the Grant Funding Letter and marked for the attention of the Grant Manager (for the Authority) and the Project Representative (for the Grant Recipient).
- 17.4 This Grant Agreement will be governed by and construed in accordance with the law of England and Wales and the Parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

18. CONFIDENTIALITY

- 18.1 Except to the extent set out in this paragraph 18 or where disclosure is expressly permitted, 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 who are directly involved in the provision of the Funded Activities and who need to know the information.
- 18.2 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.
- 18.3 Nothing in this paragraph 18 shall prevent the Authority disclosing any Confidential Information obtained from the Grant Recipient:
- 18.3.1 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
- 18.3.2. 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;
- 18.3.3. where disclosure is required by law, including the Data Protection Legislation, Freedom of Information Act 2000 and the Environmental Information Regulations 2004
- 18.4 Nothing in this paragraph 18 shall prevent 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.

19. ENVIRONMENTAL REQUIREMENTS

- 19.1 The Grant Recipient must perform the Funded Activities in accordance with the Authority's environmental policy, and should use reasonable endeavours to adopt a sound proactive environmental approach to carrying out the Funded Activities, designed to:
- 19.1.1 minimise harm to the environment;
 - 19.1.2 conserve energy, water, wood, paper and other resources;
 - 19.1.3 reduce waste;
 - 19.1.4 phase out the use of single-use plastic and ozone depleting substances;
 - 19.1.5 minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health or the environment (or both); and

- 19.1.6 The Grant Recipient should be able to provide proof of so doing to the Authority on demand.

SCHEDULE 2 Grant Application

[Include a copy of the Grant Recipient's application/Project Plan]

SAMPLE

SCHEDULE 3 Grant Claim

1. Applicant Details

Applicant Name:	
Address:	
Payee Name:	
PO Number:	

2. Project Information

Project Title:	
Date of Grant Offer:	
Amount of Grant Offer (£):	

3. Claim Period

From (dd/mm/yyyy):		To (dd/mm/yyyy):	
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4. Claim Type

☐ Advance ☐ Interim ☐ Final

5. Eligible Expenditure

Item Description	Amount (£)

6. Claim Summary

Total Eligible Expenditure (£):	
Amount Claimed This Period (£):	
Less Previous Claims (£):	
Remaining Grant Total (£):	

7. Declaration

I confirm that the information provided in this claim is accurate and that the expenditure claimed is eligible under the terms of the grant agreement. I understand that providing false or misleading information may result in the recovery of funds and/or legal action.

8. Signature

Name:	
Signature & Date:	

9. Notes

SAMPLE