

Model Grant Funding Agreement

(Full Length)

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This Grant Funding Agreement is made on [insert date of issue]

Between:

- (1) **Natural England**, whose principal address is at Foss House, Kings Pool, 1-2 Peasholme Green, York, YO1 7PX (the “**Authority**”)
- (2) [Insert The Full Name of the Grant Recipient], whose principal address is at [Registered address] (the “**Grant Recipient**”).

In relation to:

[Insert Grant Award Title]
[Insert Grant Award C_ number]

Background

- (A) The Grant is made pursuant to section [] of [] Act [19/20[]]. If the payment of the Grant is subject to the satisfaction of conditions, those conditions precedent and the date for satisfaction are set out in the Grant Funding Letter.
- (B) The Authority ran a competition for grant applications in respect of []
- (C) The Grant Recipient was successful under that competition and the Authority awarded it a grant to deliver []
- (D) The Authority will provide the Grant to the Grant Recipient as provided for in this Grant Funding Agreement
- (E) the Grant Recipient must use the Grant solely for the Funded Activities

The Authority hereby agrees to provide the Grant to the Grant Recipient subject to the conditions set out below:

1. General Conditions

- 1.1. This Grant Funding Agreement sets out the conditions which apply to the Grant Recipient receiving the Grant from the Authority. If the payment of the Grant is

subject to the satisfaction of conditions, those conditions precedent and the date for satisfaction are set out in the Grant Funding Letter.

- 1.2. The Authority and the Grant Recipient have agreed that the Authority will provide the Grant up to the Maximum Sum as long as the Grant Recipient uses the Grant in accordance with all the conditions set out in this Grant Funding Agreement (including any special conditions included in the Grant Funding Letter).
- 1.3. The Authority makes the Grant to the Grant Recipient on the basis of the detailed proposals submitted by the Grant Recipient as set out in the Appendix to Schedule 1.
- 1.4. The Parties confirm that they intend to be legally bound by this Grant Funding Agreement.

2. Definitions and Interpretation

- 2.1. Where they appear in these Conditions:

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

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

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

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 this legislation;

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

Code of Conduct means the Code of Conduct for Recipients of Government General Grants published by the Cabinet Office in November 2018 which is available at

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 the date on which the Grant Funding Agreement comes into effect, being the **[Insert commencement date]**

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

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

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

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

Crown Body means the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the 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; and (iii) all applicable Law relating to the processing of Personal Data and privacy;

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

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

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;

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;

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);

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

Eligible Expenditure means the expenditure incurred by the Grant Recipient during the Funding Period for the purposes of delivering the Funded Activities which comply in all respects with the eligibility rules set out in paragraph 5 of these Conditions;

Employment Regulations means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) or any successor legislation;

EU GDPR means 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 (General Data Protection Regulation) as it has effect in EU law;

Event of Default means an event or circumstance set out in condition 26.1;

Exit Plan means the exit plan referred to in Condition 27;

Financial Year means from 1 April to 31 March;

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

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

Funded Activities means the activities set out in Schedule 2;

Funding Period means the period for which the Grant is awarded starting on the Commencement Date and ending on [INSERT]; (without prejudice to the continuation in force of these Conditions beyond that end date in relation to the Funded Activities);

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

Grant Claim means a Grant Claim in the form specified by Schedule 6 submitted by the Grant Recipient to the Authority for payment of the Grant;

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

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

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

HMRC means HM Revenue and Customs;

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

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

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

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 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.

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

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

Independent Controller means a Party which is Controller of the same Personal Data as the other Party and there is no element of joint control with regards to that Personal Data;

Instalment Period means the intervals set out in Schedule 5 when the Authority will release payment of the Grant to the Grant Recipient during the Funding Period;

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

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

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.

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

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

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

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

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

Procurement Regulations means the Public Contracts Regulations 2015, 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 secondary legislation (such as regulations) other Law made pursuant to the Procurement Act 2023;

Prohibited Act means:

- (a) directly or indirectly offering, giving or agreeing to give to any servant of the Authority or the Crown any gift or consideration of any kind as an inducement or reward for:
 - (i) doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of the Funding Agreement; or
 - (ii) showing or not showing favour or disfavour to any person in relation to the Funding Agreement;
- (b) committing any offence:
 - (i) under the Bribery Act;

- under legislation creating offences in respect of fraudulent acts;
- or
- (ii) at common law in respect of fraudulent acts in relation to the Funding Agreement; or
- (c) defrauding or attempting to defraud or conspiring to defraud the Authority or the Crown;

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

Relevant Transfer means a transfer of employment to which the Employment Regulations apply;

Remedial Action Plan means the plan of action submitted by the Grant Recipient to the Authority following an Event of Default pursuant to the Rectification Plan process set out in conditions 26.4;

Replacement Funded Activities means any activities which are the same or substantially similar to any of the Funded Activities and which are provided in substitution for any of the Funded Activities after the expiry or termination or partial termination of this Grant Funding Agreement whether those services are provided by the Authority or a third party;

Replacement Grant Recipient means any third-party provided or Replacement Funded Activities (or where the Authority is providing Replacement Funded Activities for its own account, the Authority);

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

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

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

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

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

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

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

UK GDPR means 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, the Funding Period or because of termination or breach of these Conditions;

VAT means value added tax chargeable in the UK;

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

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

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

2.2.1. the singular includes the plural and vice versa;

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

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

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

2.2.5. Any reference in this Grant Funding Agreement which immediately before the date of exit from the EU (or such later date when relevant EU law ceases

to have effect pursuant to Section 1A of the European Union (Withdrawal) Act 2018) is a reference to (as it has effect from time to time):

- i. any EU regulation, EU decision, EU tertiary legislation or provision of the European Economic Area ("**EEA**") agreement ("**EU References**") which is to form part of domestic law by application of Section 3 of the European Union (Withdrawal) Act 2018 and which shall be read on and after the date of exit from the EU as a reference to the EU References as they form part of domestic law by virtue of Section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time; and
- ii. any EU institution or EU authority or other such EU body shall be read on and after the date of exit from the EU as a reference to the UK institution, authority or body to which its functions were transferred.

2.2.6. the words "**including**", "**other**", "**in particular**", "**for example**" and similar words will not limit the generality of the preceding words and will be construed as if they were immediately followed by the words "without limitation";

2.2.7. references to "**writing**" include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing will be construed accordingly;

2.2.8. references to "**representations**" will be construed as references to present facts, to "**warranties**" as references to present and future facts and to "**undertakings**" as references to obligations under the Grant Funding Agreement;

2.2.9. references to "**conditions**" and "**Schedules**" are, unless otherwise provided, references to the conditions and Schedules of these Conditions and references in any Schedule to parts, conditions and tables are, unless otherwise provided, references to the parts, conditions and tables of the Schedule in which these references appear; and the headings in these Conditions are for ease of reference only and do not affect the interpretation or construction of these Conditions.

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

- 2.3.1. Any special conditions in the Grant Funding Letter;
- 2.3.2. The Conditions set out within this Grant Funding Agreement;
- 2.3.3. the Schedules to these Conditions and their respective appendices.
- 2.3.4. the Grant Award Criteria

3. Duration and Purpose of the Grant

- 3.1. The Funding Period starts on [] (the **Commencement Date**) and ends on [xx Month 20xx] unless terminated earlier in accordance with this Grant Funding Agreement.
- 3.2. The Grant Recipient will ensure that the Funded Activities start on [xx Month 20xx] but where this has not been possible, that they start no later than 3 months after the Commencement Date.
- 3.3. The Grant Recipient must use the Grant solely for the delivery of the Funded Activities. The Grant Recipient may not make any changes to the Funded Activities unless the Authority has given prior written agreement, which must be recorded and notified through a change control notice.
- 3.4. The Authority may at its discretion agree to vary the Grant Funding as a result of changes to the Funded Activities or for any other reason. Any variation made under this condition 3.4 will not take effect unless recorded and notified through a change control notice.
- 3.5. If the Authority wants to make a change to the Funded Activities (including for example reducing the Grant or removing some of the Funded Activities from the Grant) it may do so on one month's written notice to the Grant Recipient.

4. Payment of Grant

- 4.1. Subject to the remainder of this condition 4 the Authority must pay the Grant Recipient an amount not exceeding a total of **[insert the total Grant amount in words and pound sterling]**. The Authority must pay the Grant in pound sterling (GBP) and into a bank located in the UK.
 - 4.1.1. The Grant Recipient must provide bank account details to the Authority that must be verified for means of electronic payment. The Grant Recipient must include the relevant purchase order number on all invoices. The Grant must be paid into a bank account in the name of the Grant Recipient which must be an ordinary business bank account. At least two individual Representatives of the Grant Recipient must sign or otherwise expressly authorise all cheques from the bank account.
- 4.2. The signatory must be the chief finance officer or someone with proper delegated authority. Any change of bank details must be notified immediately using the Confirmation of Bank Details and Signatories form to be provided by the Authority and signed by an approved signatory. Any change of signatory must be notified to the Authority for approval, as soon as known.
- 4.3. The Grant represents the Maximum Sum the Authority will pay to the Grant Recipient under the Funding Agreement. The Maximum Sum will not be increased in the event of any overspend by the Grant Recipient in its delivery of the Funded Activities. The Grant Recipient agrees that the Maximum Sum is the amount agreed as the GBP value, at the Commencement Date.

- 4.4. The Authority will only pay the Grant to the Grant Recipient in respect of Eligible Expenditure incurred by the Grant Recipient to deliver the Funded Activities. The Authority will not pay the Grant until it is satisfied that the Grant Recipient has paid for the Funded Activities in full and the Funded Activities were delivered during the Funding Period.
- 4.5. The Grant Recipient must provide the Authority with evidence [of the costs/payments, which are classified as Eligible Expenditure in condition 5.2, which may include (but will not be limited to) receipts and invoices or any other documentary evidence specified by the Authority].
- 4.6. The Grant Recipient must declare to the Authority any Match Funding which been approved or received, before the Commencement Date. If the Grant Recipient intends to apply for, is offered or receives any further Match Funding during the Funding Period, the Grant Recipient must notify the Authority before accepting or using any such Match Funding. On notifying the Authority of the Match Funding the Grant Recipient must confirm the amount, purpose and source of the Match Funding and the Authority must confirm whether it is agreeable to the Grant Recipient accepting the Match Funding. If the Authority does not agree to the use of Match Funding the Authority must be entitled to terminate the Grant Funding Agreement in accordance with condition 26.1.9 and where applicable, require all or part of the Grant to be repaid.
- 4.7. Where the use of Match Funding is permitted the Grant Recipient must set out any Match Funding it receives in the format required by Schedule 5 and send that to the Authority. This is so the Authority knows the total funding the Grant Recipient has received for the Funded Activities.
- 4.8. The Grant Recipient agrees that:
- 4.8.1. it will not apply for, or obtain, Duplicate Funding in respect of any part of the Funded Activities which have been paid for in full using the Grant;
 - 4.8.2. the Authority may refer the Grant Recipient to the police should it dishonestly and intentionally obtain Duplicate Funding for the Funded Activities;
 - 4.8.3. The Authority will not make the first payment of the Grant and/or any subsequent payments of the Grant unless or until, the Authority is satisfied that:
 - (i) the Grant will be used for Eligible Expenditure only; and
 - (ii) if applicable, any previous Grant payments have been used for the Funded Activities or, where there are Unspent Monies, have been repaid to the Authority.
- 4.9. The Grant Recipient must submit a valid invoice for payment of Grant Funding, at such periods as are specified in Schedule 5 or otherwise agreed by the parties in writing. Each and every valid invoice submitted by the Grant Recipient

to the Authority must 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 (PO) number on all invoices.

- 4.10. Unless otherwise stated in these Conditions, payment of the Grant will be made within 30 days of the Authority approving the Grant Recipient's Grant Claim.
- 4.11. The Authority will have no liability to the Grant Recipient for any Losses caused by a delay in the payment of a Grant Claim for whatever reason arising.
- 4.12. The Authority reserves the right not to pay any Grant Claims which are not submitted within the period set out in condition 4.9 or which are incomplete, incorrect or submitted without the full supporting documentation.
- 4.13. The Grant Recipient must promptly notify and repay immediately to the Authority any money incorrectly paid to it either as a result of an administrative error or otherwise. This includes (without limitation) situations where the Grant Recipient is paid in error before it has complied with its obligations under the Grant Funding Agreement. Any sum, which falls due under this condition 4.13, must fall due immediately. If the Grant Recipient fails to repay the due sum within 30 days the sum will be recoverable summarily as a civil debt.
- 4.14. Where the Grant Recipient enters into a contract with a Third Party in connection with the Funded Activities, the Grant Recipient will remain responsible for paying that third party. The Authority has no responsibility for paying third party invoices.
- 4.15. Onward payment of the Grant and the use of sub-contractors must not relieve the Grant Recipient of any of its obligations under the Grant Funding Agreement, including any obligation to repay the Grant.
- 4.16. The Grant Recipient may not retain any Unspent Monies without the Authority's prior written permission.
- 4.17. If at the end of the relevant Financial Year there are Unspent Monies, the Grant Recipient must repay such Unspent Monies to the Authority no later than 30 days from the Authority's request for repayment.

5. Eligible and Ineligible Expenditure

- 5.1. The Authority will only pay to the Grant in respect of Eligible Expenditure incurred by the Grant Recipient to deliver the Funded Activities and the Grant Recipient must use the Grant solely for delivery of the Funded Activities (as set out in Schedule 2 of these Conditions).

5.2. The items listed in schedule 4 and the following costs/payments will be classified as Eligible Expenditure if incurred for the purposes of the Funded Activities:

- 5.2.1. Fees charged or to be charged to the Grant Recipient by the external auditors/accountants for reporting/certifying that the grant paid was applied for its intended purposes.
- 5.2.2. giving evidence to Parliamentary Select Committees;
- 5.2.3. attending meetings with government ministers or civil servants to discuss the progress of a taxpayer funded grant scheme;
- 5.2.4. responding to public consultations, where the topic is relevant to the objectives of the Funded Activities. To avoid doubt, Eligible Expenditure does not include the Grant Recipient spending the Grant on lobbying other people to respond to any such consultation (unless explicitly permitted in the Grant Funding Agreement);
- 5.2.5. providing independent, evidence based policy recommendations to local government, departments or government ministers, where that is the objective of a taxpayer funded grant scheme, for example, 'What Works Centres'; and
- 5.2.6. providing independent evidence based advice to local or national government as part of the general policy debate where that is in line with the objectives of the Grant.

5.3. The following list is specific to government research grants, including, for example, those awarded to the National Academies:

- 5.3.1. publishing and publicising the results of research paid for using taxpayer funded grants;
- 5.3.2. working with or through a Third Party organisation or commercial partners, which are not professional lobbying organisations, to conduct, communicate or publish research findings and inform policy;
- 5.3.3. contributing expert scientific and academic advice to inform government policy and funding or make the case for science; and
- 5.3.4. developing proposals for future research grants.

5.4. The Grant Recipient may not in any circumstance claim the following non-exhaustive list as Eligible Expenditure: The list below does not override activities which are deemed eligible in these Conditions:

- 5.4.1. Paid for lobbying, which means using the Grant to fund lobbying (via an external firm or in-house staff) in order to undertake activities intended to influence or attempt to influence Parliament, government or political activity; or attempting to influence legislative or regulatory action;

- 5.4.2. using the Grant to directly enable one part of government to challenge another on topics unrelated to the agreed purpose of the grant;
- 5.4.3. using the Grant to petition for additional funding;
- 5.4.4. expenses such as for entertaining, specifically aimed at exerting undue influence to change government policy;
- 5.4.5. payments for activities of a political or exclusively religious nature;
- 5.5. Other examples of expenditure, which are prohibited, include the following:
 - 5.5.1. contributions in kind;
 - 5.5.2. interest payments or service charge payments for finance leases;
 - 5.5.3. gifts;
 - 5.5.4. statutory fines, criminal fines or penalties civil penalties, damages or any associated legal costs;
 - 5.5.5. payments for works or activities which the Grant Recipient, or any member of their partnership has a statutory duty to undertake, or that are fully funded by other sources;
 - 5.5.6. bad debts to related parties;
 - 5.5.7. 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; depreciation, amortisation or impairment of assets owned by the Grant Recipient;
 - 5.5.8. the acquisition or improvement of Assets by the Grant Recipient (unless the Grant is explicitly for capital use – this will be stipulated in the Grant Funding Letter); and
 - 5.5.9. liabilities incurred before the commencement of the Grant Funding Agreement unless agreed in writing by the Authority.
- 5.6. Expenditure includes any costs, expenses or other forms of payment. Expenditure is deemed to take place at the moment when money passes out of the Grant Recipient's control. This may take place when:
 - 5.6.1. Legal tender is passed to a supplier (or, for wages, to an employee);
 - 5.6.2. A letter is posted to a supplier or employee containing a cheque; or
 - 5.6.3. An electronic instruction is sent to a bank/building society to make a payment to a supplier or employee by direct credit or bank transfer.

6. Annual Grant Review

- 6.1. The Authority will review the Grant annually. The Authority will take into account the Grant Recipient's delivery of the Funded Activities against the agreed

outputs set out in Schedule 3 of these Conditions by the Grant Recipient in accordance with condition 7.1.2 of these Conditions.

6.2. Each annual review may result in the Authority deciding that (for example a non-exclusive list includes):

6.2.1. the Funded Activities and the Grant Funding Agreement should continue in line with existing plans;

6.2.2. there should be an increase or decrease in the Grant for the subsequent Financial Year;

6.2.3. the outputs should be re-defined and agreed;

6.2.4. the Grant Recipient should provide the Authority with a draft Remedial Action Plan setting out the steps the Grant Recipient will take to improve delivery of the Funded Activities;

6.2.5. the Authority should recover any Unspent Monies;

6.2.6. the Grant be terminated in accordance with condition 26.11 of these Conditions.

6.3. If the Grant Recipient is required to submit a draft Remedial Action Plan in accordance with condition 6.2.4 the Remedial Action Plan process set out in condition 26.4 to 26.10 must apply.

6.4. The Grant Recipient may make representations to the Authority regarding the Authority's decision made in accordance with condition 6.2. The Authority is not however obliged to take such representations into account when making its decision as any such decision will be final and at the Authority's absolute discretion.

7. Monitoring and Reporting

7.1. The Grant Recipient must:

7.1.1. closely monitor the delivery and success of the Funded Activities throughout the Funding Period to ensure that the aims and objectives of the Funded Activities are achieved.

7.1.2. Provide the Authority with all reasonable assistance and co-operation in relation to any ad-hoc information, explanations and documents as the Authority may require, from time to time, so the Authority may establish if the Grant Recipient has used the Grant in accordance with the Grant Funding Agreement.

7.1.3. Provide the Authority with [annual report/quarterly report/report at intervals to be determined by the Authority] on:

- 7.1.3.1. the progress made towards achieving the agreed outputs and the defined longer term outcomes set out in Schedule 3 of these Conditions. Where possible, the report must quantify what has been achieved by reference to the Funded Activities' targets; and
- 7.1.3.2. if relevant, provide details of any Assets either acquired or improved using the Grant.
- 7.1.4. Allow any person authorised by the Authority reasonable access, with or without notice, to its employees, agents, premises, facilities and records, for the purpose of discussing, monitoring and evaluating the Grant Recipient's fulfilment of its obligations under the Grant Funding Agreement and must, if so required, provide appropriate oral or written explanations to such authorised persons as required during the Funding Period.
- 7.1.5. Record in its financial reports the amount of Match Funding it receives together with details of what it has used that Match Funding for and
- 7.1.6. notify the Authority as soon as reasonably practicable of:
 - 7.1.6.1. any actual or potential failure to comply with any of its obligations under the Grant Funding Agreement, which includes those caused by any administrative, financial or managerial difficulties; and
 - 7.1.6.2. actual or potential variations to the Eligible Expenditure set out in Schedule 4 of these Conditions and/or any event which materially affects the continued accuracy of such information.
- 7.2. The Grant Recipient represents and undertakes (and must repeat such representations and undertakings on delivery of its quarterly report):
 - 7.2.1. that the reports and information it gives pursuant to this condition 7 are accurate;
 - 7.2.2. that it has diligently made full and proper enquiry of the matter pertaining to the reports and information given; and
 - 7.2.3. that any data it provided pursuant to an application for the Grant may be shared within the powers conferred by legislation with other organisations for the purpose of preventing or detecting crime.
- 7.3. The Grant Recipient shall provide the Authority with a final report within 28 calendar days following the end of Grant Period and no later than [insert date] which shall confirm whether the Approved Project has been successfully and properly completed. The report must include a Statement of Expenditure verified by the organisation chief financial officer and Report Confirming Delivery. 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. Auditing and Assurance

- 8.1. Within six months of the end of each Financial Year (April to March for the Authority or the Grant Recipient's) whichever is sooner, the Grant Recipient must provide the Authority with independent assurance that the Grant has been used for delivery of the Funded Activities. To satisfy this requirement the Grant Recipient will provide [annual accounts audited by an independent and appropriately qualified auditor where the Grant is clearly segregated from other funds.
- 8.2. The Authority may, at any time during and up to 7 years after the end of the Grant Funding Agreement, conduct additional audits or ascertain additional information where the Authority considers it necessary. The Grant Recipient agrees to grant the Authority or its Representatives access, as required, to all Funded Activities sites and relevant records. The Grant Recipient must ensure that necessary information and access rights are explicitly included within all arrangements with sub-contractors.
- 8.3. If the Authority requires further information, explanations and documents, in order for the Authority to establish that the Grant has been used properly in accordance with the Grant Funding Agreement, the Grant Recipient must, within 5 Working Days of a request by the Authority, provide the Authority, free of charge, with the requested information.
- 8.4. The Grant Recipient must:
 - 8.4.1. nominate an independent auditor to verify the final statement of expenditure and income submitted to the Authority;
 - 8.4.2. identify separately the value and purpose of the Grant Funding in its audited accounts and its annual report; and
 - 8.4.3. maintain a record of internal financial controls and procedures and provide the Authority with a copy if requested.
- 8.5. The Grant Recipient must retain all invoices, receipts, accounting records and any other documentation (including but not limited to, correspondence) relating to the Eligible Expenditure; income generated by the Funded Activities during the Funding Period for a period of 7 years from the date on which the Funding Period ends.
- 8.6. The Grant Recipient must ensure that all its sub-contractors retain each record, item of data and document relating to the Funded Activities for a period of 7 years from the date on which the Funding Period ends.
- 8.7. The Grant Recipient must promptly provide revised forecasts of income and expenditure:
 - 8.7.1. when these forecasts increase or decrease by more than 10% of the original expenditure forecasts; and/or
 - 8.7.2. at the request of the Authority.

- 8.8. Where the Grant Recipient is a company registered at Companies House, the Grant Recipient must file their annual return and accounts by the dates specified by Companies House.
- 8.9. Where the Grant Recipient is a registered charity, the Grant Recipient must file their charity annual return by the date specified by the Charity Commissioner.

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

- 9.1. The Grant Recipient must at all times comply with all applicable Laws, statutes and regulations relating to anti-bribery and anti-corruption, including but not limited to the Bribery Act.
- 9.2. The Grant Recipient must have a sound administration and audit process, including internal financial controls to safeguard against fraud, theft, money laundering, counter terrorist financing or any other impropriety, or mismanagement in connection with the administration of the Grant. The Grant Recipient must require that the internal/external auditors report on the adequacy or otherwise of that system.
- 9.3. All cases of fraud or theft (whether proven or suspected) relating to the Funded Activities must be notified to the Authority as soon as they are identified. The Grant Recipient must explain to the Authority what steps are being taken to investigate the irregularity and must keep the Authority informed on the progress of any such investigation. The Authority may however request that the matter referred (which the Grant Recipient is obliged to carry out) to external auditors or other Third Party as required.
- 9.4. The Authority will have the right, at its absolute discretion, to insist that the Grant Recipient address any actual or suspected fraud, theft or other financial irregularity and/or to suspend future payment of the Grant to the Grant Recipient. Any grounds for suspecting financial irregularity includes what the Grant Recipient, acting with due care, should have suspected as well as what it actually proven.
- 9.5. The Grant Recipient agrees and accepts that it may become ineligible for Grant support and may be required to repay all or part of the Grant if it engages in tax evasion or aggressive tax avoidance in the opinion of HMRC.
- 9.6. For the purposes of condition 9.4 “financial irregularity” includes (but is not limited to) potential fraud or other impropriety, mismanagement, and the use of the Grant for any purpose other than those stipulated in the Grant Funding Agreement. The Grant Recipient may be required to provide statements and evidence to the Authority or the appropriate organisation as part of pursuing sanctions, criminal or civil proceedings.

10. Conflicts of Interest

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

11. Confidentiality

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

12. Transparency

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

13. Statutory Duties

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

14. Data Protection, and Public Procurement

Data Protection

- 14.1. The Grant Recipient and the Authority will comply at all times with their respective obligations under Data Protection Legislation.
- 14.2. The Grant Recipient agrees that it is the Controller of any Personal Data processed by it pursuant to the Funded Activities and must comply with the provisions set out in this condition 14 and Schedule 7.
- 14.3. To the extent that the Grant Recipient and the Authority share any Personal Data for the purposes of this Grant Funding Agreement, the Parties accept that

they are each a separate, independent Controller in respect of such Personal Data. Each Party:

- (i) must comply with the applicable Data Protection Legislation in respect of their processing of such Personal Data;
- (ii) must be individually and separately responsible for its own compliance;
- (iii) and do not and must not Process any Personal Data as Joint Controllers.
- (iv) at their own cost enters into such specific agreements as may be reasonably required to enable each other to comply with their respective duties under the Data Protection Legislation as a result of the arrangements contemplated by this Grant Funding Agreement and give each other all reasonable assistance (including review by each party's legal advisors) in so complying.

- 14.4. The Parties acknowledge and agree that this Grant Funding Agreement does not require either Party to act as a Processor of the other. In the event that there is any change which requires either Party to act as a Processor the Parties agree, at their own cost, to enter into the standard data protection clauses set out in the Crown Commercial Services Procurement Policy Note 02/18 (as amended or replaced from time to time).
- 14.5. In the event that the Parties believe that there is a Joint Controller relationship, the Parties must seek to agree and enter into a Data Processing Joint Controller Agreement, all Parties acting reasonably. With respect to compliance with the Data Protection Legislation only and in the event of a conflict between the conditions of this agreement and any Data Processing Joint Controller Agreement, the terms of the Data Processing Joint Controller Agreement must take precedence.
- 14.6. Each Party must, with respect to its processing of Personal Data as a separate, independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) (a), (b), (c) and (d) of the UK GDPR.

Public Procurement

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

Information Security Incident

- 14.9. 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.

15. Subsidy Control

- 15.1. The Grant Recipient must ensure that the delivery of the Funded Activities does not put the Authority in breach of the UK's domestic obligations under the Subsidy Control Act or its international obligations in respect of subsidies.
- 15.2. The Grant Recipient must maintain appropriate records of compliance with the relevant subsidy control regime and must take all reasonable steps to assist the Authority to comply with the same and respond to any proceedings or investigation(s) into the Funded Activities by any relevant court or tribunal of relevant jurisdiction or regulatory body.
- 15.3. The Grant Recipient acknowledges and represents that the Grant is being awarded on the basis that the Funded Activities being undertaken using the Grant do not affect trade in goods and wholesale electricity between Northern Ireland and the European Union and shall ensure that the Grant is not used in way that affects any such trade.

16. Intellectual Property Rights

- 16.1. Intellectual Property in all IPR Material will be the property of the Grant Recipient. Other than as expressly set out in these Conditions, neither Party will have any right to use any of the other Party's names, logos or trade marks on any of its products or services without the other Party's prior written consent.
- 16.2. The Grant Recipient grants to the Authority a non-exclusive irrevocable and royalty-free, sub-licensable, worldwide licence to use all the IPR Material for the purpose of supporting the Funded Activities and other projects.
- 16.3. Ownership of Third Party software or other IPR necessary to deliver Funded Activities will remain with the relevant Third Party.
- 16.4. The Grant Recipient must ensure they have obtained the relevant agreement from 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.

17. Environmental Requirements

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

18. Assets

- 18.1. 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.
- 18.2. Assets purchased with Grant funding must only be used for delivery of the Funded Activities.
- 18.3. For each entry in the register the following particulars must be shown where appropriate:
 - 18.3.1. date of acquisition or improvement;
 - 18.3.2. description of the Asset;
 - 18.3.3. cost, net of recoverable VAT;
 - 18.3.4. location of the Asset;
 - 18.3.5. serial or identification numbers;
 - 18.3.6. location of the title deeds;

- 18.3.7. date of any Disposal;
- 18.3.8. depreciation/amortisation policy applied;
- 18.3.9. proceeds of any Disposal net of VAT; and
- 18.3.10. the identity of any person to whom the Asset has been transferred or sold.

18.4. The Authority reserves the right to require the Grant Recipient to maintain the above particulars as set out in 18.3.1-18.3.10 for any additional items which the Authority considers material to the overall Grant.

Disposal of Assets

- 18.5. 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.
- 18.6. 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.
- 18.7. 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.
- 18.8. 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:
 - 18.8.1. the sale of the Assets takes place after the end of the Asset Owning Period;
 - 18.8.2. the proceeds of sale are to be applied directly to the purchase by the Grant Recipient of assets that are equivalent to or replacements for the Assets; or
 - 18.8.3. the Authority is otherwise satisfied that the Recipient will apply those proceeds for purposes related to the Funded Activities.
- 18.9. The Grant Recipient must hold the proceeds from the Disposal of any Asset on trust for the Authority.

Charging of any Asset

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

19. Insurance

- 19.1. The Grant Recipient must during the term of the Funding Period and the subsequent Financial Year and for a further 7 years after termination or expiry of these Conditions, ensure that it has and maintains, at all times adequate insurance with an insurer of good repute to cover claims under the Grant Funding Agreement or any other claims or demands which may be brought or made against it by any person suffering any injury damage or loss in connection with the Funded Activities or the Grant Funding Agreement.
- 19.2. The Grant Recipient must upon request produce to the Authority its policy or policies of insurance or where this is not possible, a certificate of insurance issued by the Grant Recipient's insurance brokers confirming the insurances are in full force and effect together with confirmation that the relevant premiums have been paid.

20. Assignment

- 20.1. The Grant Recipient must not transfer, assign, novate or otherwise dispose of the whole or any part of the Grant Funding Agreement or any rights under it, to another organisation or individual, without the Authority's prior approval.
- 20.2. Any approval given by the Authority must be subject to a condition that the Grant Recipient has first entered into a Grant Funding Agreement, authorised by the Authority, requiring the Grant Recipient to work with another organisation in delivering the Funded Activities.

21. Spending Controls – Marketing, Advertising, Communications and Consultancy

- 21.1. The Grant Recipient must seek permission from the Authority prior to any proposed expenditure on advertising, communications, consultancy or marketing either in connection with, or using the Grant.
- 21.2. The Grant Recipient should provide evidence that any marketing, advertising, communications and consultancy expenditure carried out in connection with, or using the Grant must deliver measurable outcomes that meet government objective to secure value for money.

22. Losses, Gifts and Special Payments

- 22.1. The Grant Recipient must obtain prior written consent from the Authority before:

- 22.1.1. writing off any debts or liabilities;
- 22.1.2. offering to make any Special Payments; and
- 22.1.3. giving any gifts.

in connection with this Grant Funding Agreement.

- 22.2. The Grant Recipient must keep a record of all gifts, both given and received, in connection with the Grant or any Funded Activities.

23. Borrowing

- 23.1. In accordance with condition 18.10 and this 23, the Grant Recipient must obtain prior written consent from the Authority before:

- 23.1.1. borrowing or lending money from any source in connection with the Grant Funding Agreement; and
- 23.1.2. giving any guarantee, indemnities or letters of comfort that relate to the Grant Funding Agreement or have any impact on the Grant Recipient's ability to deliver the Funded Activities set out in the Grant Funding Agreement.

24. Publicity

- 24.1. The Grant Recipient gives consents to the Authority to publicise in the press or any other medium the Grant and details of the Funded Activities using any information gathered from the Grant Recipient's initial Grant application or any monitoring reports submitted to the Authority in accordance with condition 7.2 of these Conditions.
- 24.2. The Grant Recipient must comply with all reasonable requests from the Authority to facilitate visits, provide reports, statistics, photographs and case studies that will assist the Authority in its promotional and fundraising activities relating to the Funded Activities.
- 24.3. Subject to conditions 24.4 and 24.5 below, the Grant Recipient must not make, or permit any person to make, a Publication without the prior written agreement of the Authority.
- 24.4. If the Grant Recipient wishes to seek the Authority's permission to make a Publication, it must send a written request for approval of the Publication and a copy of the material(s) or exact wording that it proposes to publish (the **Request**) to the Authority no later than 10 Working Days before the intended Publication date.
- 24.5. No later than five (5) Working Days of receiving the Grant Recipient's Request the Authority must confirm to the Grant Recipient in writing whether:
 - (i) the Request has been granted;

- (ii) the Request is granted subject to the Grant Recipient accepting the Authority's reasonable required edits to the Publication; or
- (iii) the Request has not been granted.

24.6. In the event of sub condition 24.5(i) occurring, or if the Grant Recipient includes all of the Authority's required edits to the Publication pursuant to sub condition 24.5(ii) above, the Authority approves the Grant Recipient's Request.

24.7. In the event of sub condition 24.5 (iii) occurring the Authority does not approve the Grant Recipient's Request.

24.8. Where the Authority does not approve the Grant Recipient's Request the Authority will provide the Grant Recipient with written reasons for its decision.

24.9. If the Grant Recipient does not agree with the Authority's reasons for rejecting its Request, it may invoke the dispute resolution provisions set out in condition 29 of the Grant Funding Agreement.

25. Changes to the Authority's Requirements

25.1. The Authority must notify the Grant Recipient of any changes to the Authorities activities, which are supported by the Grant.

25.2. The Grant Recipient must accommodate any changes to the Authority's needs and requirements under these Conditions.

26. Clawback, Events of Default, Termination and Rights Reserved for Breach and Termination

Events of Default

26.1. The Authority may exercise its rights set out in condition 26.3 if any of the following events occur:

- 26.1.1. the Grant Recipient uses the Grant for a purpose other than the Funded Activities;
- 26.1.2. the Grant Recipient fails to comply with its obligations under the Grant Funding Agreement, which is material in the opinion of the Authority;
- 26.1.3. where delivery of the Funded Activities do not start within [three (3) months of the Commencement Date and the Grant Recipient fails to provide the Authority with a satisfactory explanation for the delay, or failed to agree a new date on which the Funded Activities must start with the Authority;
- 26.1.4. the Grant Recipient uses the Grant for Ineligible Expenditure;

- 26.1.5. the Grant Recipient fails, in the Authority's opinion, to make satisfactory progress with the Funded Activities and in particular, with meeting the Agreed Outputs set out in Schedule 3 of these Conditions;
- 26.1.6. the Grant Recipient fails to:
 - (i) submit an adequate Remedial Action Plan to the Authority following a request by the Authority pursuant to condition 26.3.4 or condition 6.2.4; or
 - (ii) improve delivery of the Funded Activities in accordance with the Remedial Action Plan approved by the Authority;
- 26.1.7. the Grant Recipient is, in the opinion of the Authority, delivering the Funded Activities in a negligent manner (in this context negligence includes but is not limited to failing to prevent or report actual or anticipated fraud or corruption);
- 26.1.8. the Grant Recipient fails to declare Duplicate Funding;
- 26.1.9. the Grant Recipient fails to declare any Match Funding in accordance with condition 4.6;
- 26.1.10. the Grant Recipient receives funding from a Third Party which, in the opinion of the Authority, undertakes activities that are likely to bring the reputation of the Funded Activities or the Authority into disrepute;
- 26.1.11. the Grant Recipient provides the Authority with any materially misleading or inaccurate information and/or any of the information provided in their grant application or in any subsequent supporting correspondence is found to be incorrect or incomplete to an extent which the Authority considers to be significant;
- 26.1.12. the Grant Recipient commits or has committed a Prohibited Act or fails to report a Prohibited Act to the Authority, whether committed by the Grant Recipient, its Representatives or a Third Party, as soon as they become aware of it;
- 26.1.13. the Authority determines (acting reasonably) that the Grant Recipient or any of its Representatives has:
 - (iii) acted dishonestly or negligently at any time during the term of the Grant Funding Agreement and to the detriment of the Authority; or
 - (iv) taken any actions which unfairly bring or are likely to unfairly bring the Authority's name or reputation and/or the Authority into disrepute. Actions include omissions in this context;
 - (v) transferred, assigns or novates the Grant to any Third Party without the Authority's consent;
 - (vi) failed to act in accordance with the Law; howsoever arising, including incurring expenditure on unlawful activities;

- 26.1.14. the Grant Recipient ceases to operate for any reason, or it passes a resolution (or any court of competent jurisdiction makes an order) that it be wound up or dissolved (other than for the purpose of a bona fide and solvent reconstruction or amalgamation;
- 26.1.15. the Grant Recipient becomes insolvent as defined by section 123 of the Insolvency Act 1986, or it is declared bankrupt, or it is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors, or it is unable to pay its debts as they fall due;
- 26.1.16. the European Commission or the Court of Justice of the European Union requires any Grant paid to be recovered by reason of a breach of State Aid Law through its application under Article 10 of the Windsor Framework ;
- 26.1.17. a court, tribunal or independent body or authority of competent jurisdiction requires any Grant paid to be recovered by reason of breach of the UK's obligations under the Trade and Co-operation Agreement or the terms of any UK subsidy control legislation;
- 26.1.18. The Grant Recipient breaches the Code of Conduct and/or fails to report an actual or suspected breach of the Code of Conduct by the Grant Recipient or its Representatives in accordance with condition 32.1.2;
- 26.1.19. The Grant Recipient undergoes a Change of Control which the Authority, acting reasonably, considers:
 - 26.1.20. will be materially detrimental to the Funded Activities and/or;
 - 26.1.21. the new body corporate cannot continue to receive the Grant because they do not meet the Eligibility Criteria used to award the Grant to the Grant Recipient;
 - 26.1.22. the Authority believes that the Change of Control would raise national security concerns and/or;
 - 26.1.23. the new body corporate intends to make fundamental change(s) to the purpose for which the Grant was given.
- 26.2. Where, the Authority determines that an Event of Default has or may have occurred, the Authority must notify the Grant Recipient to that effect in writing, setting out any relevant details, of the failure to comply with these Conditions or pertaining the Event of Default, and details of any action that the Authority intends to take or has taken.

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

- 26.3. Where, the Authority determines that an Event of Default has or may have occurred, the Authority is entitled to take any one or more of the following actions:
 - 26.3.1. suspend or terminate the payment of Grant for such period as the Authority determines; and/or

- 26.3.2. reduce the Maximum Sum in which case the payment of Grant must thereafter be made in accordance with the reduction and notified to the Grant Recipient; and/or
- 26.3.3. require the Grant Recipient to repay the Authority the whole or any part of the amount of Grant previously paid to the Grant Recipient. Such sums are recoverable as a civil debt; and/or
- 26.3.4. give the Grant Recipient an opportunity to remedy the Event of Default (if remediable) in accordance with the procedure set out in condition 26.4 to 26.10;
- 26.3.5. terminate the Grant Funding Agreement.

Opportunity for the Grant Recipient to remedy an Event of Default

26.4. Where the Grant Recipient is provided with an opportunity to submit a draft Remedial Action Plan in accordance with condition 26.3.4, the draft Remedial Action Plan must be submitted to the Authority for approval, within 5 Working Days of the Grant Recipient receiving notice from the Authority.

26.5. The draft Remedial Action Plan must set out:

- 26.5.1. full details of the Event of Default; and
- 26.5.2. the steps which the Grant Recipient proposes to take to rectify the Event of Default including timescales.

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

26.7. The Authority must have the right to accept or reject the draft Remedial Action Plan. If the Authority rejects the draft Remedial Action Plan, the Authority must confirm, in writing, the reasons why they have rejected the draft Remedial Action Plan and will confirm whether the Grant Recipient is required to submit an amended Remedial Action Plan to the Authority.

26.8. If the Authority directs the Grant Recipient to submit an amended draft Remedial Action Plan, the Parties must agree a timescale for the Grant Recipient to amend the draft Remedial Action Plan to take into account the Authority's comments.

26.9. If the Authority does not approve the draft Remedial Action Plan the Authority may, at its absolute discretion, terminate the Grant Funding Agreement.

26.10. The Authority must not by reason of the occurrence of an Event of Default which is, in the opinion of the Authority, capable of remedy, exercise its rights under either condition 26.3.3 or 26.3.5 unless the Grant Recipient has failed to rectify the default to the reasonable satisfaction of the Authority.

General Termination rights – Termination for Convenience

- 26.11. Notwithstanding the Authority's right to terminate the Grant Funding Agreement pursuant to condition 26.9 and 26.3.5 above, either Party may terminate the Grant Funding Agreement at any time by giving at least 3 months written notice to the other Party.
- 26.12. If applicable, all Unspent Monies (other than those irrevocably committed in good faith before the date of termination, in line with the Grant Funding Agreement and approved by the Authority as being required to finalise the Funded Activities) must be returned to the Authority within 30 days of the date of receipt of a written notice of termination from the Authority.
- 26.13. If the Authority terminates the Grant Funding Agreement in accordance with condition 26.11 the Authority may choose to pay the Grant Recipient's reasonable costs in respect of the delivery of the Funded Activities performed up to the termination date. Reasonable costs must be identified by the Grant Recipient and must be subject to the Grant Recipient demonstrating that they have taken adequate steps to mitigate their costs. For the avoidance of doubt, the amount of reasonable costs payable must be determined solely by the Authority.
- 26.14. The Authority will not be liable to pay any of the Grant Recipient's costs or those of any contractor/supplier of the Grant Recipient related to any transfer or termination of employment of any employees engaged in the provision of the Funded Activities.

Change of Control

- 26.15. The Grant Recipient must notify the Authority immediately in writing and as soon as the Grant Recipient is aware (or ought reasonably to be aware) that it is anticipating, undergoing, undergoes or has undergone a Change of Control, provided such notification does not contravene any Law.
- 26.16. The Grant Recipient must ensure that any notification made pursuant to condition 26.15 must set out full details of the Change of Control including the circumstances suggesting and/or explaining the Change of Control.
- 26.17. Where the Grant Recipient has been awarded to a consortium and the Grant Recipient has entered into a collaboration agreement, the notification required under condition 26.15 must include any changes to the consortium members as well as the lead Grant Recipient.
- 26.18. Following notification of a Change of Control the Authority must be entitled to exercise its rights under condition 26.1 of these Conditions providing the Grant Recipient with notification of its proposed action in writing within three (3) months of:

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

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

27. TUPE

Not used

28. Exit Plan

28.1. Where the Authority requires the Grant Recipient to prepare an Exit Plan to allow the cessation or seamless transfer of the Funded Activities, the Grant Recipient must prepare the Exit Plan within three (3) months of the signing of the Grant Funding Agreement and must comply with the exit provisions set out in Schedule 8 of these Conditions.

29. Dispute Resolution

- 29.1. The Parties must use all reasonable endeavours to negotiate in good faith, and settle amicably, any dispute that arises during the continuance of the Grant Funding Agreement.
- 29.2. All disputes and complaints (except for those which relate to the Authority's right to withhold funds or terminates the Grant Funding Agreement) must be referred in the first instance to the Parties Representatives.
- 29.3. If the dispute cannot be resolved between the Parties Representatives within a maximum of one month then the matter will be escalated to formal meeting between the Grant Manager and the Grant Recipient's chief executive (or equivalent).

30. Limitation of Liability

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

30.2. Subject to this condition 30, the Authority's liability under this Grant Funding Agreement is limited to the amount of Grant outstanding.

31. Vat

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

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

32. Code of Conduct for Grant Recipients

32.1. The Grant Recipient

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

The Grant Recipient must immediately notify the Authority if it becomes aware of any actual or suspected breaches of the principles outlined in the Code of Conduct.

The Grant Recipient acknowledges that a failure to notify the Authority of an actual or suspected breach of the Code of Conduct may result in the Authority immediately suspending the Grant funding, terminating the Grant Funding Agreement and taking action to recover some or all of the funds paid to the Grant Recipient as a civil debt in accordance with condition 26.1.18.

32.2. The Grant Recipient shall at all times during and following the end of the Funding Period:

32.2.1. comply with requirements of the Branding Manual in relation to the Funded Activities; and

32.2.2. cease use of the Funded by UK Government logo on demand if directed to do so by the Authority

33. Notices

33.1. All notices and other communications in relation to this Grant Funding Agreement must be in writing and must be deemed to have been duly given if

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

34. Governing Law

- 34.1. These Conditions must be governed by and construed in accordance with the law of England and the Parties irrevocably submit to the exclusive jurisdiction of the English courts.
- 34.2. The Applicant must accept the Grant Offer by electronically signing the document using the e-application system, following the guidance provided, within 10 days from the date of the Grant Offer Letter.

Schedule 1 – Grant Offer Letter and Grant Application

Part A - Grant Offer Letter

Part B – Grant Recipient's [Grant Application]

Schedule 2 –The Funded Activities

Background/purpose of the Grant

Aims and objectives of the Funded Activities

Funded Activities

Schedule 3 – Agreed Outputs and Long Term Outcomes

Milestone Deliverables

Milestone Reporting

Schedule 4 – Eligible Expenditure Schedule

Breakdown of forecast grant expenditure

Schedule 5 – Payment Schedule

This grant is subject to review each financial year. You must accept the funding continuation outcome for payments to continue.

Schedule 6 – Claim for Payment

Template will be provided by the Authority

Schedule 7 – Data Protection Provisions

The contact details of the Authority's Data Protection Officer are: **Data and Information Assurance Team** mailto: 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 8:

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

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

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

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

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

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

Data Protection

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

Government and that these details may appear on the Government Grants Information System database which is available for search by other funders.

6. The Authority and the Grant Recipient must:
 - (a) ensure that the provision of Personal Data to the other Party is in compliance with the Data Protection Legislation (including by ensuring all required fair processing information has been given to Data Subjects); and
 - (b) ensure that it only shares Personal Data with the other Party to the extent required in connection with Funded Activities.
7. Where a Party (the Data Receiving Party) receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data shared pursuant to this 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 7, 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 volunteers

Schedule 8 - Exit

Schedule not applicable.

Schedule 9: Subsidy

Schedule not applicable.

Schedule 10: 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.
2. The Legacy Plan should detail all capital assets 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.
3. 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.
4. 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

5. The Grant Recipient must maintain throughout the lifetime of the Grant and Obligation Period of this Grant an asset register in accordance with the Terms and Conditions of the Grant Funding Agreement.
6. 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.
7. In reference to clause 18.6, by acceptance of this Grant Offer the Authority transfers ownership of assets to the Grant Recipient.