

DEED OF GRANT:

ACCEPTANCE FORM

Blue Ventures – Blue Forests Project

Acceptance of grant offer

We **Blue Ventures Conservation** have read and understand the terms of the Grant in Annex A (the Agreement as defined in Annex A), and we hereby formally accept.

The Agreement is hereby executed as a deed to take effect on the date written at the top of Annex A.

Executed as a deed by affixing the corporate seal of the **SECRETARY OF STATE FOR ENVIRONMENT, FOOD and RURAL AFFAIRS** in the presence of:

Authorised Signatory.....
Name (in BLOCK CAPITALS)
Position.....
Address

Executed as a deed by **Blue Ventures Conservation** acting by a director in the presence of:

.....
Director

.....
Signature of witness
Name (in BLOCK CAPITALS)
Address

FOR OFFICIAL USE ONLY:
I certify that I am satisfied with plans for the projects and payment should be made against the:

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	Amount	Processed

Name of official:	Date:

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ANNEX A

DEED OF GRANT

THIS DEED OF GRANT IS MADE ON THE DAY OF DECEMBER 2016

BETWEEN:

- (1) **THE SECRETARY OF STATE FOR ENVIRONMENT, FOOD AND RURAL AFFAIRS** of Nobel House, 17 Smith Square, London, SW1P 3JR (the “**Authority**”); and
- (2) **Blue Ventures Conservation** a company registered in England and Wales under company number 04660959 and registered as a charity in England and Wales under number 1098893 whose registered office is situated at **Level 2 Annex, Omnibus Business Centre, 39-41 North Road, London, N7 9DP, UK** (the “**Recipient**”).

WHEREAS the Authority has agreed to provide a grant to the Recipient for an approved project on the terms of this deed as set out below.

IT IS HEREBY AGREED as follows:

1. INTRODUCTION

- 1.1 The Agreement sets out the terms on which the Grant is made by the Authority to the Recipient.
- 1.2 The Grant is paid as Overseas Development Assistance further to powers under the International Development Act 2002 and shall be used for the purposes of the project described in the attached Intervention Summary

2. DEFINITIONS AND INTERPRETATION

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

“**Agreement**” means this written agreement setting out the terms of the Grant consisting of these clauses, annexes and any other document especially incorporated therein.

“**Agreement End Date**” has the meaning given to it in clause 27.2.

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

“**Change Control Notice**” means the notice set out in Annex D containing details of agreed variations to the Agreement

“**Commencement Date**” means the date of execution of this Agreement.

“**DPA**” means the Data Protection Act 1998 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

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

“Financial Irregularity” means any fraud or other impropriety, mismanagement or use of the Grant.

“FOIA” means the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

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

“Grant” means the sum of **£10,145,972** inclusive of any applicable VAT) to be paid to the Recipient in accordance with the Agreement.

“Grant Period” means the period for which the Grant is awarded starting on the Commencement Date and ending on 31 December 2023.

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

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

“Payment Schedule” has the meaning given to it in clause 5.1.

“Prohibited Act” means:

- (a) directly or indirectly offer, promise or give any person working for or engaged by the Authority a financial or other advantage to:
 - (i) induce that person to perform improperly a relevant function or activity; or
 - (ii) reward that person for improper performance of a relevant function or activity;
- (b) directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with the Agreement;
- (c) committing any offence under the Bribery Act or the Fraud Act 2006.

“Project” means the activities for which the Authority agrees to provide the Grant described in the Intervention Summary in Annex B.

“Project Steering Group” means the project steering group set up in accordance with Annex C and clause.

“Reports” means reports and any supporting documentation, data or other materials which are prepared by or for the Recipient and delivered to the Authority as part of the annual review processes or reporting obligations under this Agreement.

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

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

3. PURPOSE OF GRANT FUNDING

- 3.1 The Recipient shall use the Grant solely for the delivery of the Project. Any capital items that have a longer life than the Project and which are directly relevant to the sustainability of the Project, must remain available to the local partners, communities and/or stakeholders, to ensure that ongoing work is possible. Any amount not specifically used for the purpose stipulated may subsequently be recovered by the Authority.
- 3.2 The Recipient shall deliver the Project in order to meet Project milestones agreed by the Project Steering Group.
- 3.3 The Recipient may change the Project only with the Authority’s prior written agreement, which shall be recorded and notified through a Change Control Notice.
- 3.4 The Authority may at its discretion vary the value of the Grant for any reason. Any variation made under this clause 3.4 will not take effect unless recorded and notified through the Change Control Notice.
- 3.5 Where the Recipient intends to apply to a third party for other funding for the Project, it will notify the Authority in advance of its intention to do so and, where such funding is obtained, it will provide the Authority with details of the amount and purpose of that funding.

4. DURATION

Except where otherwise specified, the Grant will be paid during the Grant Period according to the Payment Schedule in Annex C. Subject to any obligations which shall continue beyond the Agreement End Date (whether expressly identified as continuing or which survive by implication) the terms of the Agreement shall continue until the Agreement End Date or for so long as any Grant remains unspent by the Recipient, whichever is longer.

5. PAYMENT OF GRANT

- 5.1 Subject to compliance with the terms of this Agreement, the Authority will pay the Grant in accordance with the payment schedule in Annex C (as the same may be amended by the Parties) (the “**Payment Schedule**”).
- 5.2 The Recipient shall submit a written claim for payment on an annual basis (except in relation to the first payment which shall be paid promptly following execution of this Agreement (and by no later than 31 December 2016)) when it considers that it has met the conditions set out in the Payment Schedule, and/or after completion of the annual review process in clauses 7.2 and 7.3 below.
- 5.3 The Recipient shall supply all such records and information as the Authority may require including details and evidence of expenses incurred and work undertaken, and such other information as is necessary to enable verification of the information to evidence that the Recipient has met the requirements of the Project and that it has fulfilled any conditions on payment of the Grant in accordance with Annex C.
- 5.4 The amount of Grant shall not be increased in the event of any overspend by the Recipient in its delivery of the Project.
- 5.5 Onward payment of the Grant and the use of sub-contractors, (subject to the provisions of clause 23) shall not relieve the Recipient of any of its obligations under the Agreement, including the obligation to repay the Grant.
- 5.6 The Grant offer was made on the basis that the costs presented to the Authority took account of all VAT liabilities. If the project costs increase after the date the parties enter into the Agreement because an error has been made as to the amount of VAT payable and not recoverable by the Recipient, the Authority shall be under no obligation to increase the Grant to meet any VAT liability of the Recipient.

6. USE OF GRANT

- 6.1 The Grant shall be spent according to the Activity Schedule in Annex C and according to project activity plans developed by the Recipient and reviewed by the Project Steering Group. The Recipient shall comply with the provisions of Annex C in relation to apportionment of funds between the identified categories of expenditure. Any variations to the Activity Schedule must be agreed in advance by the Parties and recorded and notified through a Change Control Notice.
- 6.2 Notwithstanding the above, the Recipient acknowledges that payment of the Grant must meet the requirements of OECD rules on Overseas Development Assistance, and the Recipient shall comply with the Authority’s reasonable requests in respect of compliance with such rules.
- 6.3 The Recipient shall use the Grant solely for the Project and acknowledges that any use of the Grant for the following items of expenditure is expressly excluded and if the Authority has reasonable grounds to believe that Grant money has been spent on such items, all or part of the Grant may be recovered in accordance with clause 11:
 - a) activities intended to influence or attempt to influence UK Parliament, Government or political parties, or attempting to influence the awarding or renewal of contracts and grants, or attempting to influence legislative or regulatory action;
 - b) activities funded from other sources;

- c) activities not set out in the Project (which shall include activity plans approved by the Project Steering Group);
- d) overhead or administrative costs not set out in Annex C;
- e) activities that result in commercial gain or profit for the Recipient;
- f) costs incurred or expenditure commitments entered into by the Recipient before the Commencement Date including pre-existing debts, i.e. provisions, contingent liabilities or contingencies;
- g) running a small grant scheme;
- h) loans;
- i) dividends declared;
- j) interest charges;
- k) service charges arising on finance leases, hire purchase and credit arrangements;
- l) costs resulting from the deferral of payments to creditors;
- m) other finance charges;
- n) depreciation and amortisation of assets to the extent that the costs of the assets have been funded by the Grant;
- o) costs involved in winding up a company;
- p) redundancy payments;
- q) payments into private pension schemes or for unfunded pensions;
- r) motoring fines, statutory fines and penalties, and any other fines;
- s) compensation for loss of office, bad debts arising from loans to proprietors, partners, employees, directors, shareholders, guarantors, or a person connected with any of these;
- t) gifts and entertaining;
- u) travel and subsistence that would give rise to a taxable benefit were the cost to be incurred by, but not borne by, an individual;
- v) reclaimable VAT and any other tax (except PAYE);
- w) late payment charges for credit or charge cards (unless incurred as a result of late reimbursement by the Authority);
- x) any liability arising out of negligence on the part of the Recipient or its representatives, sub-contractors and agents;
- y) payments arising from a contractual commitment with a current or former director of the Recipient or current or former member of its staff without written approval from the Authority;
- z) any profit element. For the avoidance of doubt, no profit, dividends, bonuses and/or any similar or equivalent benefit will be paid to the owners, members and directors of the Recipient or any other organisation or persons;
- aa) purchase of land or the purchase and/or construction of buildings;
- bb) penalties/civil damages arising from civil/criminal legal proceedings taken against the Recipient or civil proceedings started by the Recipient, whether or not the Recipient is successful or acquitted, even if the proceedings were in pursuance of, or in consequence of the Project.

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

6.5 If the Agreement is terminated early the Recipient shall manage and pay for any liabilities which arise, including any redundancy liabilities relating to staff employed by the Recipient specifically to deliver the Project.

7. MONITORING AND REPORTING

- 7.1 The Recipient shall closely monitor the delivery and success of the Project throughout the Grant Period to ensure that the aims and objectives of the Project are being met and that the Agreement is being adhered to.
- 7.2 The Recipient shall provide the Authority with a detailed annual financial and operational report on its use of the Grant and progress against delivery of the Project by 31 September of each year following the Commencement Date during the Grant Period as set out in the Payment Schedule. Each annual report shall include a detailed assessment of the Project in accordance with the reporting template agreed by the steering group and shall provide a full account of all Grant money spent in the period covered by the review.
- 7.3 Following the delivery of the annual report, the Parties shall meet within two months to agree any necessary amendments to the Payment Schedule necessary to reflect actual funding requirements for the Project in the following year (subject to clauses 3.2, 3.3, 5.5 and 5.6). If any amendments to the Payment Schedule are required, these will be agreed in a Change Control Notice.
- 7.4 In addition to the annual reporting process, the Parties will establish the Project Steering Group that will meet quarterly as set out in the Payment Schedule in Annex C. After the first two years of the Project, the Parties may agree to amend the frequency and content of Project Steering Group meetings. The Recipient shall take into consideration and implement any agreed recommendations from the Project Steering Group in its performance of the Project.
- 7.5 Where the Recipient has obtained funding from a third party for its delivery of part of the Project, the Recipient shall include the amount of such funding in its financial reports together with details of what that funding has been used for.
- 7.6 The Recipient shall on request provide the Authority with such further information, explanations and documents as the Authority may require in order for it to establish that the Grant has been used properly in accordance with the Agreement.
- 7.7 The Recipient shall permit any person authorised by the Authority access to its employees, agents, premises, facilities and records, for the purpose of discussing, monitoring and evaluating the Recipient's fulfilment of the conditions of the Agreement and shall, if so required, provide appropriate oral or written explanations from them as required during the Grant Period and for so long as any Grant remains unspent.
- 7.8 The Recipient shall permit and facilitate any person authorised by the Authority for that purpose to visit the Recipient to monitor the delivery of the Project.
- 7.9 The Recipient shall provide the Authority with a final report within three months following the end of Grant Period which shall confirm whether the Project has been successfully and properly completed, together with the auditors statement as set out in clause 8.6 below. The Authority may at its discretion provide the Recipient with feedback on the adequacy of the final report and may also require the Recipient to re-submit the final report, having taken into account any issues raised in the Authority's feedback.

8. ACCOUNTS AND RECORDS

- 8.1 The Authority may audit the delivery and performance of the Project and/or request access to or a report from the Recipient's auditors on its audited accounts. The Authority may access the Recipient's records on an open-book basis during the Grant Period or for such other period as the Authority may require.

- 8.2 The Recipient shall, and shall ensure that all its contractors shall, retain each record, item of data and document relating to the Project for a period of at least 6 years from the Agreement End Date.
- 8.3 At any time during the period in which records must be kept further to clause 8.2 above and provided reasonable advanced notice is given, the Recipient shall permit duly authorised agents of the Authority and/or the National Audit Office, the Independent Commission for Aid Impact (ICAI) or European Court of Auditors to examine the Recipient's records and documents relating to the Project and to provide such copies and oral or written explanations as may be required. This obligation does not constitute a requirement or agreement for the examination, certification or inspection of the accounts of the Recipient under sections 6(3) and 6(5) of the National Audit Act 1983.
- 8.4 The Recipient shall:
- 8.4.1 retain all invoices, receipts, accounting records and any other documentation relating to the expenditure of the Grant;
 - 8.4.2 nominate an independent auditor to verify the final statement of expenditure and income submitted to the Authority (and inform the Authority of the identity of the auditor);
 - 8.4.3 identify separately the value and purpose of the Grant in its audited accounts and its annual report; and
 - 8.4.4 maintain a record of internal financial controls and procedures and provide the Authority with a copy if requested.
- 8.5 The Recipient shall make available immediately to the Authority, free of charge, and whenever requested, copies of audit reports obtained by the Recipient in relation to the Project.
- 8.6 An audit of expenditure is required at the end of the Grant Period and a letter from an independent auditor must be submitted with the final report delivered in accordance with clause 7.9. The auditor's report must confirm:
- 8.6.1 the total Grant received;
 - 8.6.2 that the Grant was fully and solely expended for the Project as set out in this Agreement; and
 - 8.6.3 the Recipient has complied with the terms and conditions in this Agreement.
- 8.7 Funding may be allocated from the Project budget for the reasonable costs of obtaining this auditors letter, subject to the prior written Agreement by the authority.

9. FINANCIAL IRREGULARITY

- 9.1 The Recipient shall conduct its business in accordance with Sound Operational Principles and shall take any and all steps to ensure that any persons to whom it pays money derived from the Grant also operate on such terms.

- 9.2 The Recipient shall ensure that it has such procedures in place as are required by law to identify any Financial Irregularity or other impropriety in connection with the administration of the Grant.
- 9.3 The Recipient shall notify the Authority immediately of any actual or suspected Financial Irregularity (or any circumstances which are likely in the Recipient's opinion to result in Financial Irregularity) and indicate the steps that are being taken to address that irregularity.
- 9.4 The Authority may insist the Recipient takes additional steps to address any actual or suspected Financial Irregularity.

10. CONFLICT OF INTEREST

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

11. WITHHOLDING, SUSPENDING OR REPAYMENT OF GRANT

- 11.1 Without prejudice to the Authority's other rights and remedies, the Authority may at its discretion reduce, withhold or suspend and/or terminate payment of the Grant and/or require repayment of all or part of the Grant if one or more of the following events occur:
- (a) the Recipient uses the Grant for a purpose other than the Project;
 - (b) the delivery of the Project does not start within 12 months of the Commencement Date and the Recipient has failed to provide the Authority with satisfactory explanation for the delay, or failed to agree a new date for commencement of the Project with the Authority;
 - (c) the Authority considers that the Recipient has not made satisfactory progress with the delivery of the Project;
 - (d) the Recipient fails to comply with a material term of the Agreement and fails to remedy such failure within 30 days of receiving written notice from the Authority detailing the non-compliance;
 - (e) the Recipient is, in the opinion of the Authority, delivering the Project in a negligent manner;
 - (f) the Recipient obtains duplicate funding from a third party for the Project;
 - (g) the Recipient obtains funding from a third party which, in the opinion of the Authority, undertakes activities that are likely to bring the reputation of the Project and/or the Authority into disrepute;

- (h) the Recipient provides the Authority with any misleading or inaccurate information;
- (i) the Authority has incorrectly paid money to the Recipient as a result of administrative error or other reasons;
- (j) the Recipient commits or has committed a Prohibited Act;
- (k) the Recipient incurs expenditure on activities that breach any applicable European state aid or public procurement rules;
- (l) any member of the Governing Body, employee or volunteer of the Recipient has: (a) acted dishonestly or negligently at any time and directly or indirectly to the detriment of the Project; or (b) taken any actions which, in the opinion of the Authority, bring or are likely to bring the Authority's name or reputation into disrepute;
- (m) a charge is taken on an asset financed wholly or partly from the Grant;
- (n) the Recipient becomes insolvent, or is declared bankrupt, or is placed into receivership, administration or liquidation (other than for the purpose of a bona fide internal reorganisation or amalgamation);
- (o) a petition has been presented for the winding-up of the Recipient or it enters into any amalgamation or composition for the benefit of its creditors, or it is unable to pay its debts as and when they fall due for reasons other than the Authority's failure to comply with the Agreement;
- (p) the Recipient is struck from the register at Companies' House or, if not applicable, is otherwise prohibited from continuing its activities under any legislation in force and/or by an order of a court of competent jurisdiction;
- (q) an audit report on the Recipient's accounts refers to a fundamental uncertainty or contains an adverse opinion or a disclaimer of opinion which would materially and adversely affect the Recipient's ability to deliver its programmes or objectives; or
- (r) a management or other letter from the Recipient's external auditors reveals that the systems operated by the Recipient to ensure compliance with the Agreement are materially unsatisfactory and materially and adversely affect the Recipient's ability to deliver its programmes or objectives.

11.2 Wherever under the Agreement any sum of money is recoverable from or payable by the Recipient (including any sum that the Recipient is liable to pay to the Authority in respect of any breach of the Agreement) it shall be treated as a debt owing by the Recipient to the Authority until such time as the outstanding amount is repaid, The Authority shall issue a written demand for payment of any such amounts owed to it which shall specify the date by which repayment must be made. If the Recipient fails to make a repayment within 60 days of the date of the relevant recovery order, the Authority may charge interest on the outstanding debt at a daily rate equivalent to the Bank of England base rate plus 1%.

- 11.3 The Authority may unilaterally deduct any sum owed to it further to 11.2 above from any sum then due, or which at any later time may become due to the Recipient under the Agreement or under any other agreement or contract with the Authority.
- 11.3 The Recipient shall make any payments due to the Authority without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.
- 11.4 Should the Recipient be subject to financial or other difficulties which may adversely affect delivery of the Project or compliance with the Agreement, it will notify the Authority immediately so that, if possible, and without creating any legal obligation, the Authority will have an opportunity (at its absolute discretion) to provide assistance in resolving the problem or to take action to protect the Authority and the Grant.
- 11.5 The provisions of this clause 11 shall continue after the Agreement End Date where grounds for repayment of the Grant arise.

12. TRANSPARENCY AND CONFIDENTIALITY

- 12.1 The Recipient hereby gives its consent for the Authority to publish the Agreement and all Reports in their entirety including changes to the same as may be agreed from time to time, to the general public. The Authority does not accept any obligation of confidentiality and will not be bound by any markings of confidentiality unless expressly agreed in writing with the Recipient.
- 12.2 Any information disclosed by the Authority which is marked as confidential shall be treated as such and the Recipient shall comply with the reasonable instructions of the Authority regarding the protection and non-disclosure of the same.

13. FREEDOM OF INFORMATION

- 13.1 The Recipient acknowledges that the Authority is subject to the requirements of the FOIA, the EIR and the DPA and shall assist and co-operate with the Authority (at the Recipient's expense) to enable the Authority to comply with its disclosure obligations under these enactments.
- 13.2 The Recipient shall, in particular, provide the Authority with:
- (a) a copy of any information in its possession that the Authority requires for the purposes of complying with its obligations under the FOIA, EIR or DPA within 5 working days (or such other period as the Authority may specify) of the Authority requesting that information; and
 - (b) any advice or assistance, including any explanation as to why an exemption from the disclosure requirements in the FOIA, EIR or DPA may apply, requested by the Authority to enable it to respond to a request in compliance with its disclosure obligations..
- 13.3 The Authority shall where appropriate, consult with the Recipient in advance of disclosing any information provided by the Recipient to the Authority, but the Recipient acknowledges that, notwithstanding clause 12, the Authority may disclose information:
- (a) without consulting with the Recipient; or
 - (b) following consultation with the Recipient and having taken its views into account,

where the Authority is required to do so to comply with its obligations under the FOIA, EIR and DPA. Provided always that where clause 13.3(a) applies the Authority shall, in accordance with any recommendations of the Code of Practice under the FOIA or EIR, take reasonable steps, where appropriate, to give the Recipient advanced notice, or failing that, to draw the disclosure to the Recipient's attention after any such disclosure.

14. DATA PROTECTION

- 14.1 The Recipient shall (and shall procure that its entire staff) comply with any notification requirements under the DPA and both parties will duly observe all their obligations under the DPA which arise in connection with the Agreement.
- 14.2 The Recipient will immediately notify the Authority of any breach of security in relation to any personal data obtained in the delivery of the Project under the Agreement and will keep a record of such breaches. The Recipient will use its best endeavours to recover such data and will co-operate with the Authority in any investigation that the Authority considers necessary to undertake as a result of any breach of security in relation to such data.
- 14.3 Clauses 14.1 and 14.2 shall apply during the Grant Period and indefinitely after its expiry.

15. PREVENTION OF BRIBERY AND FRAUD

- 15.1 The Recipient shall:

- 15.1.1 not, and shall procure that any of its staff, agents, consultants and sub-contractors shall not, in connection with the Agreement, commit a Prohibited Act;

- 15.1.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act if such activity, practice or conduct has been carried out in the UK;

- 15.1.3 comply with the Authority's anti-bribery and anti-fraud policies as updated from time to time;

- 15.1.4 shall have and maintain throughout the term of the Agreement its own policies and procedures to control bribery and fraud, including adequate procedures under the Bribery Act, to ensure compliance with clauses 15.1.1 to 15.1.3;

- 15.1.5 promptly report to the Authority any request or demand for any undue financial or other advantage of any kind received by the Recipient in connection with the Project;

- 15.1.6 immediately notify the Authority in writing if a foreign public official becomes an officer or employee of the Recipient or acquires a direct or indirect interest in the Recipient, and the Recipient warrants that it has no foreign public officials as officers, employees or direct or indirect owners at the date of the Agreement;

- 15.1.7 if requested, provide the Authority with any reasonable assistance, at the Authority's reasonable cost, to enable the Authority to perform any activity

required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with the Bribery Act;

15.1.8 within one month of the Commencement Date, and annually thereafter, certify to the Authority in writing (such certification to be signed by an officer of the Recipient) compliance with this clause 15 by the Recipient and all persons associated with it or other persons who are supplying goods or services in connection with the Agreement. The Recipient shall provide such supporting evidence of compliance as the Authority may reasonably request.

15.2 For the purpose of this clause 15, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purpose of this clause 15, a person associated with the Recipient includes any agent, delegate or contractor of the Recipient.

16. INTELLECTUAL PROPERTY RIGHTS

16.1 The Recipient shall make all enquiries concerning Intellectual Property Rights and shall ensure that there are no such rights which are required in connection with its work on the Project other than those which it owns or which it has permission to use. If it is necessary to obtain permission to use a third party's Intellectual Property Rights in order to complete the Project the Recipient shall:

(a) obtain the necessary permission;

(b) notify the Authority where it has been unable to obtain the relevant permission and, subject to the Authority's prior approval, modify any Reports as necessary to ensure the intended use of the same does not infringe any Intellectual Property Rights; and

(c) where the Recipient has or obtains the relevant rights, ensure that it understands the scope of the permission(s) it has and that they subsist throughout the Grant Period.

16.2 The Recipient shall grant and/or procure the grant of such rights as may be required to enable the Authority to use any and all Reports and information obtained from the Recipient under the Agreement for purposes reasonably connected to this Agreement including, but not limited to, monitoring and evaluation activities and publishing and making the Reports and information about the Grant and the Project available to the public.

17. RECIPIENT'S DECLARATIONS:

17.1 The Recipient declares that:

(a) it has all necessary resources and expertise to deliver the Project successfully (assuming due receipt of the Grant);

(b) it has not committed, nor shall it commit, any Prohibited Act;

(c) it shall at all times comply with all relevant legislation and all applicable codes of practice and other similar codes or recommendations, and shall notify the Authority

immediately of any significant departure from such legislation, codes or recommendations;

- (d) it shall comply with the requirements of the Health and Safety at Work Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to employees and other persons working on the Project;
- (e) it has and shall keep in place adequate procedures for dealing with any conflicts of interest;
- (f) it has and shall keep in place systems to deal with the prevention of fraud and/or administrative malfunction;
- (g) all financial and other information concerning the Recipient which has been disclosed to the Authority is to the best of its knowledge and belief, true and accurate;
- (h) it is not subject to any contractual or other restriction imposed by its own or any other organisation's rules or regulations or otherwise which may prevent or materially impede it from meeting its obligations in connection with the Grant;
- (i) it is not aware of anything in its own affairs, which it has not disclosed to the Authority or any of the Authority's advisers, which might have influenced the decision of the Authority to make the Grant on the terms contained in the Agreement; and
- (j) since the date of its last accounts there has been no material change in its financial position or prospects.

18. INSURANCE AND INDEMNITY

- 18.1 The Recipient shall, with effect from the Commencement Date, ensure that it holds all appropriate forms of insurance necessary for the normal execution of its activities and any such extension of cover as may be necessary for the activities or risks associated with the activities for which the Authority provides the Grant. The Recipient shall make its insurance cover available to the Authority on request.
- 18.2 The Authority accepts no liability for any consequences, whether direct or indirect, that may come about from the Recipient running the Project, the use of the Grant or from withdrawal of the Grant. The Recipient shall indemnify the Authority, its employees, agents, officers or sub-contractors with respect to all claims, demands, actions, costs, expenses, losses, damages and all other liabilities arising from or incurred by reason of the actions and/or omissions of the Recipient in relation to the Project, the non-fulfilment of obligations of the Recipient under the Agreement or its obligations to third parties.
- 18.3 Subject to clause 18.2, the Authority's liability under the Agreement is limited to the amount of the Grant.

19. PUBLIC PROCUREMENT AND STATE AID

- 19.1 Where the Recipient seeks to procure the supply of any goods, works or services from a third party it shall ensure that contracts or further distribution of the Grant are

procured on a basis that secures best value and complies in all material aspects with all relevant European and UK Legislation on public procurement, including without limitation the Public Contracts Regulations 2015 (SI 2015/102) as applicable.

- 19.2 Where the Recipient reasonably considers that there is an objective justification for not complying with clause 19.1 and seeks to rely on such a justification it shall record this in writing and make this available to the Authority on request.
- 19.3 The Recipient shall not carry out any activities that could be constituted as state-aided and nor shall it pay illegal state aid to any organisation or individual.

20. PUBLICITY

- 20.1 The Recipient shall not publish any material referring to the Project or the Authority without the prior written agreement of the Authority provided that electronic publication of any Project related promotional or other communications (such as social media posts, updates or blogs) that are within the scope of written guidelines agreed by the Parties shall be deemed to be approved. Notwithstanding the foregoing, the Recipient will promptly comply with any reasonable requests or instructions to amend any such promotional or other communications where the Authority it is necessary to correct any factual inaccuracy and/or may bring the Authority and/or the UK government into disrepute.
- 20.2 Subject to the terms of approval and/or any guidelines referred to in clause 20.1, the Recipient shall acknowledge the support of the Authority in any materials that refer to the Project and in any written or spoken public presentations about the Project. Such acknowledgements (where appropriate or as requested by the Authority) shall include the Authority's name and logo (or any future name or logo adopted by the Authority) using the templates provided by the Authority from time to time.
- 20.3 In using the Authority's name and logo, the Recipient shall comply with all branding guidelines issued by the Authority from time to time.
- 20.4 The Recipient shall participate in and co-operate with promotional activities relating to the Project that may be instigated and/or organised by the Authority.
- 20.5 The Authority may acknowledge the Recipient's involvement in the Project as appropriate without prior notice.
- 20.6 The Recipient shall comply with all requests from the Authority to facilitate visits, provide reports, statistics, photographs and case studies that will assist the Authority in its promotional and fundraising activities relating to the Project.

21. ENVIRONMENTAL REQUIREMENTS

- 21.1 The Recipient shall deliver the Project in accordance with the Authority's environmental policy, which is to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.

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

22. GENERAL

- 22.1 The Recipient shall ensure that in carrying out the Project it and anyone acting on its behalf:
- (a) complies with the law which applies in the country in which activities funded by the Grant take place; and
 - (b) does not use the Grant to support activities which could bring the Authority's name into disrepute.

23. ASSIGNMENT

The entitlement to claim the Grant under this Agreement is personal to the Recipient and the Recipient shall not transfer, assign, , charge, or otherwise dispose of any part of the Grant, Project or any of its obligations under the Agreement to a third party without the Authority's prior written approval. The Recipient may use third parties to meet its obligations under the Agreement provided it notifies the Authority in advance and such appointment of third parties in line with the Recipients procurement policies which are consistent with the obligations in this Agreement and have been provided to the Authority in advance. The Recipient shall be liable for any breach of the Agreement committed by a third party acting on its behalf.

24. WAIVER

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

25. NOTICES

All notices and other communications in relation to the Agreement shall be in writing and shall be deemed to have been duly given if personally delivered, e-mailed, or mailed (first class postage prepaid) to the address of the relevant party, as referred to above or otherwise notified in writing. If personally delivered or if e-mailed all such communications shall be deemed to have been given when received (except that if received on a non-working day or after 5.00 pm on any working day they shall be deemed received on the next working day) and if mailed all such communications shall be deemed to have been given and received on the second working day following such mailing.

26. NO PARTNERSHIP OR AGENCY

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

27. TERMINATION

- 27.1 The Authority shall be entitled to terminate the Agreement and any payment of the Grant by written notice to the Recipient with immediate effect and without compensation if:
- (a) the Recipient has committed a material failure to comply with the terms of the Agreement and (if such failure is capable of remedy) shall have failed to remedy such non-compliance within 30 days of being required to do so in writing by the Authority;
 - (b) there is repeated and unremedied failure by the Recipient to comply with a notice given by the Authority relating to the inadequate performance under the Agreement and/or any remedial action specified;
 - (c) the Recipient ceases or proposes to cease to carry on its business;
 - (d) the Recipient is guilty of fraud, dishonesty, impropriety, or any conduct calculated or likely in all material aspects to affect prejudicially the interests or reputation of the Authority;
 - (e) the Recipient has committed a Prohibited Act; or
 - (f) the Recipient or any aspect of its operations which is a partnership or unregistered company goes into compulsory winding up; is dissolved; or an administrator or receiver is appointed over the whole or any part of its assets or it has entered into a composition or voluntary arrangement with its Creditors.
- 27.2 At the earlier of (i) the completion of the Project, (ii) the end of the Grant Period or (iii) the termination of this Agreement (the "**Agreement End Date**") the Recipient's entitlement to claim further payment of the Grant shall cease except in respect of work carried out by the Recipient relating to the Project prior to the Agreement End Date but where the relevant Grant payment has yet to be made by the Authority (provided the Recipient has complied with the Agreement in carrying out such work).
- 27.3 If any part of the Grant remains unspent or uncommitted at Agreement End Date the Recipient shall return any remaining uncommitted or unspent balance of the Grant in its possession within thirty (30) days.
- 27.4 Where the Authority discontinues payment of the Grant and/or reduces the amount of Grant, the Authority accepts no liability for any consequences that may come about from the reduction or withdrawal of the Grant.
- 27.5 Save as otherwise expressly provided in the Agreement, termination or expiry of the Agreement shall be without prejudice to any rights, remedies or obligations accrued under the Agreement prior to termination or expiration and nothing in the Agreement shall prejudice the right of either party to recover any amount outstanding at such termination or expiry.

28. DISPUTE RESOLUTION

- 28.1 All disputes and complaints (except for those which relate to the Authority's right to withhold funds or terminate this Agreement) shall, in the first instance be referred to Alisdair Harris for the Recipient and the Authority's nominated officer for the Project.
- 28.2 Should the dispute or complaint remain unresolved within 14 days of the matter first being referred to the individuals named in clause 28.1, either party may refer the matter to [*Chair*] of the Board of Trustees the Recipient and the Authority's *senior responsible officer for the Project* with an instruction to attempt to resolve the matter by agreement within 28 days, or such other period as may be mutually agreed by the Authority and the Recipient.
- 28.3 In the absence of agreement under clause 28.2, the parties may seek to resolve the matter through mediation under the CEDR Model Mediation Procedure (or such other appropriate resolution model as is agreed by both parties). Unless otherwise agreed, the parties shall bear the costs and expenses of the mediation equally.

29. GOVERNING LAW

The Agreement shall be governed by and construed in accordance with the law of England and the parties irrevocably submit to the exclusive jurisdiction of the English courts. This does not limit the Authority's right to commence legal proceedings in any other court of competent jurisdiction, including concurrent proceedings.

ANNEX B

PROJECT: INTERVENTION SUMMARY

International Climate Fund Business Case for investment in Blue Ventures: Intervention Summary

Context and Need for UK Government Intervention

Climate change will have the greatest impact on the poorest and most vulnerable in the developing world, including girls and women and marginalised groups. Low-lying areas, fragile states, emerging hotspots of hunger and increasingly crowded urban centres are most at risk. Climate risks are also likely to contribute to large scale migrations of people, with associated political and economic upheaval.

Mangroves – so called “blue forests” – play a critical role in supporting endangered biodiversity, carbon sequestration and a range of other ecosystem services such as storm protection and erosion prevention. In addition, hundreds of millions of coastal people rely on mangroves for their day to day livelihoods.

Despite their immense value, in many tropical coastal developing states mangroves are being quickly deforested – faster than any other forest type on earth – eroding coastlines and coastal livelihoods, as well as the capacity of poor coastal people to face the impacts of climate change.

Why is this occurring? It is a combination of institutional and market failure:

- Local people lack property rights or management structures which enable them to invest in sustainable long term use of the fisheries and other livelihoods which mangroves provide.
- The ecosystem services which mangroves provide are currently valued by the market at zero.

By helping local people to set up the appropriate institutional structures and internalising these externalities, this project aims to significantly reduce mangrove deforestation in the target area, bringing livelihoods and environmental benefits worth many times the project investment.

What support will the UK provide?

Blue Ventures’ *Blue Carbon* initiative is currently focused in Madagascar with expectations to expand its geographical scope to Indonesia, new locations in Madagascar and a country in the WIO e.g. Mozambique. In Madagascar scoping projects have already begun.

Defra funding will allow the project to move beyond its current scoping efforts in Madagascar (stage 1), through full project development and implementation stages (stages 2 and 3) as well as to replicate the fully validated model (stages 1-3) in other countries.

Blue Ventures has initiated stage 1 activities independently in Madagascar, therefore Defra funding will initially enable the project to advance through the remaining stages in Madagascar, and the remainder of the funding will be used to replicate this model in threatened mangroves of high carbon, biodiversity and socioeconomic importance in southeast Asia (Indonesia), and subsequently other regions (one or more of coastal east Africa and south Asia);thereby validating, executing and scaling up this innovative model in a range of environmental and socioeconomic contexts and proving its global replicability.

In each case, the project will comprise of four parallel areas of work.

- **Blue Carbon and forestry management**
- **Fisheries management and improvement projects**
- **Mangrove livelihood diversification**
- **Community health and women's empowerment**

Activities within the project's four work streams will follow a sequential three-staged approach at each project site, each stage lasting 2-3 years. Work streams will start with project inception (stage 1), advance through project development and validation (stage 2), and culminate in full project implementation (stage 3). In countries in which activities will take place across more than one site, interventions will be aligned to the same stage of progression. The three project sites in Madagascar will commence in stage 2 (building on inception efforts developed by Blue Ventures in advance of this project); while those in all other countries will begin in stage 1.

What are the main project activities?

This project will meet both Defra and ICF objectives by combating mangrove loss. It will work with local communities, the private sector and government to establish improved livelihoods and green business opportunities based on sustainable mangrove forestry and fisheries management. The project will directly benefit coastal people through building climate change resilience and adaptation capacity, conserving threatened marine biodiversity.

This project is designed to develop a model for Mangrove conservation

Blue Carbon and Forestry Management

This work stream focuses on putting in place frameworks for sustainable use of mangroves, achieving secure tenure for communities, establishing robust monitoring and enforcement, and harnessing and monetising the carbon storage value of mangroves to incentivise their protection by mangrove-dependent communities. The generation of carbon offsets - or accessing climate change finance - through the conservation and restoration of mangroves could make an important contribution to poverty alleviation and biodiversity conservation in coastal areas.

Stage 1 will commence with a national-level mangrove hotspot analysis and mangrove policy assessment, which will enable site prioritisation and feasibility analysis, identification of local partners, and participatory deforestation and resource use assessments. Stage 2 will see the finalisation of site selection, as well as more detailed remote sensing analyses, forest inventories, and biodiversity and carbon stock assessments. This stage will also begin the process of community outreach and awareness raising, ensuring free prior and informed consent, and aligning activities with national carbon plans. Stage 2 will culminate with the development of detailed carbon project idea notes and business plans for each site. Community outreach efforts will be continued in stage 3, along with commencement of community forestry management, enforcement and monitoring, and the submission, marketing and revenue management for the carbon projects at each site.

Fisheries Management and Improvement

This work stream is concentrated on building frameworks for sustainable small-scale fisheries management in order to overcome the existing lack of property and management rights, and

the absence of incentives for more sustainable fishing; factors that commonly drive the unsustainable exploitation of fisheries resources by communities.

Mangroves are highly biodiverse marine environments, supporting productive marine and estuarine fisheries, and playing a critical role as nursery grounds for fish and invertebrate species, in turn maintaining broader tropical marine ecosystem resilience. Improved management of mangrove fisheries can generate significant economic returns for coastal communities, creating powerful economic incentives for sustainable fisheries management and mangrove conservation. Sustaining mangrove fisheries is also inextricably tied to effective forestry management and the two must be integrated into a single coherent management framework.

Mangrove livelihood improvement and diversification

Significant commercial opportunities exist in mangroves for livelihood improvement and diversification. Through establishing strong local management, addressing gaps in policy and working with the private sector, the project will innovate long-term financing for forestry and fisheries management.

Blue Ventures will engage closely with key stakeholders across the 'blue growth' sector, including partners in carbon finance, impact investing, fisheries eco-certification agencies and seafood supply chains. By working with responsible fisheries supply chain partners, the project will ensure that there are viable and improved livelihood opportunities for local people to help offset the opportunity costs communities must bear through conservation, as well as long term incentives to continue with sustainable management and reduce their vulnerability in the long run.

5.5.b.1 Community health and women's empowerment

Blue Ventures' experiences in Madagascar have shown that poor health and higher than desired fertility rates resulting from lack of access to basic health services, and family planning services in particular, significantly restrain the ability of communities, and women in particular, to engage in sustainable marine resource management.

This work stream will ensure the integration of community health services with mangrove management efforts through the replication of Blue Ventures' critically acclaimed Population-Health-Environment (PHE) model. This holistic approach enables couples to choose freely the number and spacing of their births, while equipping communities with the skills and tools they need to manage their resources sustainably. It has been shown to produce greater impacts than single-sector interventions, and to generate additional benefits such as the increased engagement of women in local management efforts. Increasing access to family planning services improves maternal and child health outcomes, allows girls to delay their first pregnancy until after they have completed their education, and affords women more opportunities to become economically active.

What are the expected results?

Carbon Savings

The Blue Forests project is expected to deliver carbon savings through conservation and restoration of mangroves that will reduce the rate of deforestation and increase capacity for

carbon sequestration. As outlined in economic case a £10.1 million investment would secure protection of **19,421 Hectares of Mangrove** resulting in **Carbon Savings of 13.9MtCO_{2e}** over the 20 year period.

Poverty and Income Benefits

The Blue Forests project is expected to deliver substantial livelihoods benefits to fishermen and in addition will provide other alternative livelihoods through its targeted fisheries improvement and livelihoods programs **directly benefitting an estimated 120,000 people**.

Livelihood opportunities could include apiculture, sustainable shrimp harvesting and mud crab fattening, and have been valued in the economic case. For our central scenario, with £10.1m investment, the combination of the preservation of the existing livelihoods and generation of **new opportunities could be worth over £70 million over 20 years**.

Ecosystem service, biodiversity and wildlife benefits

Mangrove forests provide a range of ecosystem services including supporting endangered biodiversity, climate change adaption and resilience. Mangroves also provide erosion control and storm protection, helping to prevent damage and flooding to communities. Some of the value of these could be captured by future eco-tourism. As set out in the economic case, £10.1m of investment could secure **ecosystem service benefits worth £22 million over 20 years**.

ANNEX C

PAYMENT OF GRANT

1. ACTIVITY SCHEDULE:

The table below sets out the expected Project budget:

Category of Expenditure	Y1	Y2	Y3	Y4	Y5	Y6	Y7	
Field Staff	136,975	271,000	373,332	398,863	426,700	457,113	490,408	
Project Activities	567,500	668,453	805,500	873,000	873,000	839,000	822,000	
Programme Management & Support	180,671	268,168	306,862	329,186	342,361	351,506	364,373	
Total in GBP	885,146	1,207,621	1,485,695	1,601,049	1,642,061	1,647,619	1,676,781	10,145,97

2. PAYMENT SCHEDULE:

- 2.1 The table above sets out the anticipated total amounts that the parties have agreed as necessary for completion of the Project.
- 2.2 The Authority has agreed that the payment of the Grant shall be made on an annual basis as an upfront payment for project activities in the following year.
- 2.3 Project milestones shall be agreed and developed throughout the course of the Grant Period by the Project Steering Group.
- 2.4 In recognition of the delivery to the Authority by the Recipient of a detailed itemised work-plan, including staff costs, detailed project activities and overarching outputs, the payment of the Grant for year one shall be made promptly following execution of this Agreement (and by no later than 31 December 2016).
- 2.5 The Recipient shall account for money spent in each year of the Project as part of the annual review process.
- 2.6 Without prejudice to its rights elsewhere in this Agreement, if
 - (a) the Recipient has failed to meet agreed milestones; and/or
 - (b) Grant money paid at the beginning of the year remains unspent or uncommitted at the end of the year,

the Authority may amend the Grant payment for the following year (which may involve setting off unspent Grant money against future payments).

Table 1: Payment Schedule:

This includes details of Project Steering Group meetings and annual report processes. Project Steering Group meetings may be subject to review as per clause 7.4.

By End December 2016	Year one payment made based on the milestones already met (and referenced above).
February 2017	First steering group meeting and first draft of milestones and annual report template produced.
May 2017	Remaining milestones for Y1 agreed and annual report template set.
By end July 2017	Recipient to deliver written progress reports against milestones in the form of a half year report for the period from 1 January 2017 to 30 June 2017. The half yearly report shall follow the template annual report with revisions agreed by the steering group as appropriate.
November 2017	Project progress against milestones discussed – budget for year 2 agreed.
December 2017	Year 2 payment made
February 2018	Project Steering Group agree milestones for Year 2 and beyond agreed
May 2018	Project Steering Group Review of reporting arrangements
August 2018	Annual report delivered to the Authority for the period 1 July 2017 to 30 June 2018. This will report against milestones agreed by the Project Steering Group
November 2018	Annual report and progress against milestones discussed – budget for year 3 agreed.
December 2018	Year 3 payment made
February 2019	Project Steering Group to review milestones for Year 3 and update if necessary.
May 2019	Project Steering Group to review reporting arrangements
August 2019	Annual report delivered to the Authority for the period 1 July 2018 to 30 June 2019.
November 2019	Annual report and progress against milestones discussed – budget for year 4 agreed.
December 2019	Year 4 payment made
February 2020	Project Steering Group to review milestones for Year 4 and update if necessary.
May 2020	Project Steering Group to review reporting arrangements

August 2020	Annual report delivered to the Authority for the period 1 July 2019 to 30 June 2020
November 2020	Annual report and progress against milestones discussed – budget for year 5 agreed.
December 2020	Year 5 payment made
February 2021	Project Steering Group to review milestones for Year 5 and update if necessary.
May 2021	Project Steering Group to review reporting arrangements
August 2021	Annual report delivered to the Authority for the period 1 July 2020 to 30 June 2021
November 2021	Annual report and progress against milestones discussed – budget for year 6 agreed.
December 2021	Year 6 payment made
February 2022	Project Steering Group to review milestones for Year 6 and update if necessary.
May 2022	Project Steering Group to review reporting arrangements
August 2022	Annual report delivered to the Authority for the period 1 July 2021 to 30 June 2022
November 2022	Annual report and progress against milestones discussed – budget for year 7 agreed.
December 2022	Year 7 payment made
February 2023	Project Steering Group to review milestones for Year 7 and update if necessary.
May 2023	Project Steering Group to review reporting arrangements
August 2023	Annual report delivered to the Authority for the period 1 July 2022 to 30 June 2023
November 2023	Annual report and progress against milestones discussed.
December 2023	End of Grant Period
February 2024	Final Report Delivered

Project Steering Group

Defra and Blue Ventures have undertaken to set up a steering group with a remit to set the direction and expectations for M&E reporting for the project, set milestones, as well as help guide the project in the inception and growth phase. The steering group will meet quarterly in the first two years of the project and the remit and frequency will be reviewed after that.

Blue Ventures will be represented by a minimum of two members of our leadership team as well as their board chair. Defra will be represented by a policy official and an analyst will have regular input.

Terms of reference for the group are attached.

ANNEX D

CHANGE CONTROL NOTICE

Change Control Notice number:

Grant Agreement title and reference:

Variation title:

Number of pages attached:

WHEREAS the Recipient and the Authority entered into a Grant Agreement for the Project dated [dd/mm/yyyy] (the "Original Grant Agreement") and now wish to amend the Original Grant Agreement

IT IS AGREED as follows

1. CHANGES

1.1 With effect from [date] the Original Grant Agreement shall be amended as set out in this Change Control Note:

Change requestor/originator:
Summary and reason for change:
Revised Project:
Revised Grant:
Revised payment schedule: attach revised Annex C
Revised Grant Period:
Other change:

1.2 Save as herein amended all other terms of the Original Grant Agreement remain in effect.

SIGNED for and on behalf of the
AUTHORITY

SIGNED for and on behalf of the
RECIPIENT

SIGNATURE.....
NAME.....
POSITION.....

SIGNATURE.....
NAME.....
POSITION.....

DATE..... DATE.....