



Department
for Environment
Food & Rural Affairs

Grant Funding Agreement for Biodiverse Landscapes Fund in Western Congo Basin

November 2023

Commercial in Confidence

Dear

Grant Funding Letter: Grant Funding Agreement for Biodiverse Landscapes Fund in Western Congo Basin

Project Ref: BLF_1004

This Grant Funding Letter (together with its schedules and appendices) sets out the terms of the grant agreement (the “**Grant Funding Agreement**”) between the Authority and Zoological Society London.

Unless the context otherwise requires, capitalised expressions used in this Grant Funding Letter have the same meanings as in the terms and conditions of the Grant Funding Agreement.

The Authority in exercise of its powers to make grants under the International Development Act, 2002, hereby offers Grant Funding not exceeding **£12,300,000** (inclusive of any applicable VAT) in accordance with the terms of this Grant Funding Agreement.

The Authority has appointed the UK firm of PricewaterhouseCoopers LLP to act as its Grant Manager in respect of the Grant Funding Agreement.

For the purposes of the Agreement, the Authority and the Grant Recipient agree as follows:

The Grant Period must commence on 29 November 2023 and expire on 29 November 2030.

The addresses for notices of the Parties are:

Authority:

The Secretary of State for Environment, Food and Rural Affairs whose principal offices are at Marsham Street, London SW1P 4DF (the “**Authority**”).

Attention:

Email:

General grant issues should be addressed to the Authority’s Grant Manager, PricewaterhouseCoopers LLP.

Email:

Grant Recipient:

The Zoological Society of London whose principal offices are at Outer Circle Regent's Park, London, NW1 4RY

Attention: Email:

Payment of Grant

All claims must be submitted by e-mail to the Authority's Grant Manager, at (or other address notified to you from time to time for the purpose) and made out to:

PricewaterhouseCoopers LLP UK, 1 Embankment Place, London, WC2N 6RH

The Authority's Grant Manager is responsible for checking and raising any queries about Grant Claims submitted. Once approved, they will be forwarded to the Grant Manager's account payable function at the above address for payment. In the case of payment queries or disputes, correspondence may be sent to the Grant Manager email above.

To avoid delay in payment it is important that your claim is complete and that it includes a signed claim form and the details (name and telephone number) of your customer contact.

Claims which do not have this information will be sent back to you, which may lead to a delay in payment. If you have a query regarding an outstanding payment, please contact the Authority's Grant Manager team at between 09:00-17:00 Monday to Friday.

Liaison

For general liaison, your contact will be

Acceptance of Offer

This Grant Funding Letter has been issued electronically via DocuSign. If you are content to accept our offer please arrange for someone with delegated authority to accept this award by electronically signing this Agreement via DocuSign. Acceptance is required within 7 days from the date of this Grant Funding Letter. If the Grant Manager (acting on behalf of the Authority) does not receive your acceptance within the 7-day deadline, the offer will lapse.

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

All communications should be made via email to the Authority's Grant Manager.

Special Conditions:

1. Due to the Recipient having no internal audit function, the Authority may require a project audit. Whether or not this will be required will be determined following the AFR Committee meeting in December 2023, after which the Recipient must provide the Fund Manager with the decision made at that meeting regarding internal audit, as well as a copy of its rotating plan of work to independently review the work and processes of the BLF country offices that it covers.

2. The Recipient will not conduct BLF-funded project activities in Gabon without prior approval from the Authority until a written letter of support is in place with the Government of Gabon. This is expected no later than one year following grant signature. This condition will be revised once the written support is provided, or one year following grant signature, whichever is sooner.
3. The Recipient is required to have a staff member located on the ground in the Republic of Congo for the inception period at a minimum.

Yours Sincerely,

Signed for and on behalf of the **Authority**, acting by and through its Grant Manager

Name:

Position:

Date:

This Agreement is duly signed by the Authority and the Grant Recipient by affixing their signatures here

Signed for and on behalf of the **Grant Recipient**

Signed for and on behalf of the **Authority**, acting by and through its Grant Manager

Name: Name:

Position:

Date: 29/11/2023

Position:

Date:29/11/2023

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This Grant Funding Agreement is made on 29 November 2023.

Between:

- (1) The Secretary of State for Environment, Food and Rural Affairs whose principal offices are at Marsham Street, London SW1P 4DF (the “**Authority**”), acting by and through its Grant Manager, PricewaterhouseCoopers LLP incorporated and registered in England with company number OC303525 whose registered office is 1 Embankment Place, London, WC2N 6RH;
- (2) The Zoological Society of London whose principal offices are at Outer Circle Regent’s Park, London, NW1 4RY (the “**Grant Recipient**”).

In relation to:

Grant Funding Agreement for Biodiverse Landscapes Fund in Western Congo Basin

BLF_1004

BACKGROUND

- (A) The Grant is made pursuant to the International Development Act of 2002. If the payment of the Grant is subject to the satisfaction of conditions, those conditions take precedence 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 the Biodiverse Landscapes Fund in Western Congo Basin.
- (C) The Grant Recipient was successful under that competition and the Authority awarded it a grant to deliver programming under the Biodiverse Landscapes Fund in the Western Congo Basin landscape.
- (D) The Authority will provide the Grant to the Grant Recipient as provided for in this Grant Funding Agreement.
- (E) The Grant Recipient must use the Grant solely for the Funded Activities.
- (F) The Authority has appointed the Grant Manager to perform the role of Grant Manager in respect of this Grant Funding Agreement

and the Grant Recipient is expected to deal with the Grant Manager in relation to the Grant.

- (G) The Authority hereby agrees to provide the Grant to the Grant Recipient subject to the conditions set out below.

1. General Conditions

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

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

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

2. Definitions and Interpretation

- 2.1. Where they appear in these Conditions:

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 and/ or Major Asset as appropriate in the relevant context, and **Assets** will be construed accordingly;

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

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

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

government department concerning this legislation;

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 29 November 2023

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's 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 National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;

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

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

DPA 2018 means the Data Protection Act 2018;

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

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

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

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

EIR means the Environmental Information Regulations 2004;

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

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

Financial Year means from 1 April to 31 March;

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

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

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 29 November 2030 (without prejudice to the continuation in force of these Conditions beyond that end date in relation to the Funded Activities):

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

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

Grant Claim means a Grant Claim in the form specified by Schedule 7 submitted by the Grant Recipient to the Authority

for payment of the Grant;

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

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

Grant Manager means the entity who has been nominated by the Authority to be the single point of contact for the Grant Recipient in relation to the Grant and in the case of this Grant Funding Agreement the Grant Manager is PricewaterhouseCoopers LLP incorporated and registered in England with company number OC303525 whose registered office is 1 Embankment Place, London, WC2N 6RH;

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

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

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

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

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

Instalment Period means the intervals set out in Schedule 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;

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;

Major Asset means an Asset being used for the Funded Activities which is not a Fixed Asset but has a value as at the date of this funding Agreement of at least £10,000;

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

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

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

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

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

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

Prohibited Act means:

(a) Directly or indirectly offering, giving or agreeing to give to any servant of the Authority or the Crown any gift or consideration of any kind as an inducement or reward for:

(i) Doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of the Funding Agreement; or

(ii) Showing or not showing favour or disfavour to any person in relation to the Funding Agreement;

(b) Committing any offence:

(i) Under the Bribery Act;

(ii) Under legislation creating offences in respect of fraudulent acts; or

(iii) At common law in respect of fraudulent acts in relation to the Funding Agreement; or

(c) Defrauding or attempting to defraud or conspiring to defraud the Authority or the Crown;

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

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

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

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

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

settlements, compensation or additional;

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

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

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

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

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

VAT means value added tax chargeable in the UK;

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

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

2.2.1. The singular includes the plural and vice versa;

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

- 2.2.3. References to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;
- 2.2.4. A reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
- 2.2.5. The words "**including**", "**other**", "**in particular**", "**for example**" and similar words will not limit the generality of the preceding words and will be construed as if they were immediately followed by the words "without limitation";
- 2.2.6. Any reference in this Grant Funding Agreement which immediately before the date of exit from the EU (or such later date when relevant EU law ceases to have effect pursuant to Section 1A of the European Union (Withdrawal) Act 2018) is a reference to (as it has effect from time to time):
- i. Any EU regulation, EU decision, EU tertiary legislation or provision of the European Economic Area ("**EEA**") agreement ("EU References") which is to form part of domestic law by application of Section 3 of the European Union (Withdrawal) Act 2018 and which shall be read on and after the date of exit from the EU as a reference to the EU References as they form part of domestic law by virtue of Section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time; and
 - ii. Any EU institution or EU authority or other such EU body shall be read on and after the date of exit from the EU as a reference to the UK institution, authority or body to which its functions were transferred.
- 2.2.7. References to "**writing**" include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing will be construed accordingly;
- 2.2.8. References to "**representations**" will be construed as references to present facts, to "**warranties**" as references to

present and future facts and to “**undertakings**” as references to obligations under the Grant Funding Agreement;

2.2.9. References to “**conditions**” and “**Schedules**” are, unless otherwise provided, references to the conditions and Schedules of these Conditions and references in any Schedule to parts, conditions and tables are, unless otherwise provided, references to the parts, conditions and tables of the Schedule in which these references appear; and

2.2.10. The headings in these Conditions are for ease of reference only and do not affect the interpretation or construction of these Conditions.

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

2.3.1. Any special conditions 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 29 November 2023 (the **Commencement Date**) and ends on 29 November 2030 unless terminated earlier in accordance with this Grant Funding Agreement.

3.2. The Grant Recipient will ensure that the Funded Activities start on 29 November 2023 but where this has not been possible, that they start no later than 3 months after the Commencement Date.

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

4. Payment of Grant

- 4.1. Subject to the remainder of this condition 4 the Authority, acting by its Grant Manager, must pay the Grant Recipient an amount not exceeding a total of twelve million and three hundred thousand pounds sterling. The Authority acting by its Grant Manager must pay the Grant in pound sterling (GBP) and into a bank located in the UK.
- 4.2. The Grant Recipient must provide bank account details to the Authority that must be verified for means of electronic payment. The Grant must be paid into a separate 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.
- 4.3. The signatory must be the chief finance officer or someone with proper delegated authority. Any change of bank details must be notified immediately using the Confirmation of Bank Details and Signatories form to be provided by the Authority (acting by its Grant Manager) and signed by an approved signatory. Any change of signatory must be notified to the Authority's Grant Manager for approval, as soon as known.
- 4.4. The Grant represents the Maximum Sum the Authority (acting by its Grant Manager) 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.

- 4.5. The Authority (acting by its Grant Manager) will only pay the Grant to the Grant Recipient in respect of Eligible Expenditure incurred by the Grant Recipient to deliver the Funded Activities. The Authority (acting by its Grant Manager) will 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.
- 4.6. The Grant Recipient must provide the Authority's Grant Manager with evidence of the costs/payments, which are classified as Eligible Expenditure in condition 5, which may include (but will not be limited to) receipts and invoices or any other documentary evidence specified by the Authority's Grant Manager.
- 4.7. The Grant Recipient must declare to the Authority's Grant Manager any Match Funding which has been approved or received before the Commencement Date. If the Grant Recipient intends to apply for, is offered or receives any further Match Funding during the Funding Period, the Grant Recipient must notify the Authority's Grant Manager before accepting or using any such Match Funding. On notifying the Authority of the Match Funding the Grant Recipient must confirm the amount, purpose and source of the Match Funding and the Authority must confirm whether it is agreeable to the Grant Recipient accepting the Match Funding. If the Authority (acting by its Grant Manager) does not agree to the use of Match Funding the Authority must be entitled to terminate the Grant Funding Agreement in accordance with condition 27.1.9 and where applicable, require all or part of the Grant to be repaid.
- 4.8. Where the use of Match Funding is permitted the Grant Recipient must set out any Match Funding it receives in the format required by Schedule 5 and send that to the Authority's Grant Manager. This is so the Authority and its Grant Manager know the total funding the Grant Recipient has received for the Funded Activities.
- 4.9. The Grant Recipient agrees that:

- 4.9.1 It will not apply for, or obtain, Duplicate Funding in respect of any part of the Funded Activities which have been paid for in full using the Grant;
- 4.9.2 The Authority or the Authority's Grant Manager may refer the Grant Recipient to the police should it dishonestly and intentionally obtain Duplicate Funding for the Funded Activities;
- 4.9.3 The Authority (acting by its Grant Manager) will not make the first payment of the Grant and/or any subsequent payments of the Grant unless or until, the Authority (acting by its Grant Manager) is satisfied that:
- i. The Grant will be used for Eligible Expenditure only; and
 - ii. If applicable, any previous Grant payments have been used for the Funded Activities or, where there are Unspent Monies, have been repaid to the Authority.
- 4.10. The Grant Recipient must submit a valid claim for payment of Grant, at such periods as are specified in Schedule 5 or otherwise agreed by the parties in writing. Each and every valid claim for payment submitted by the Grant Recipient to the Authority's Grant Manager must include all such records and information as the Authority and/or its Grant Manager may require including details and evidence of expenses incurred and programme of work undertaken and such other information as is necessary to enable verification of the information and the amounts referred to in the claim for payment (Schedule 7).
- 4.11. Unless otherwise stated in these Conditions, payment of the Grant will be made within 30 working days of receipt to the Authority's Grant Manager of a valid claim for payment.
- 4.12. The Authority will have no liability to the Grant Recipient for any Losses caused by a delay in the payment of a Grant Claim for whatever reason arising.
- 4.13. The Authority reserves the right not to pay any Grant Claims which are not submitted within the period set out in condition 4.10 or which are incomplete, incorrect or submitted without the full supporting documentation.
- 4.14. The Grant Recipient must promptly notify and repay immediately to the Authority any money incorrectly paid to it either as a result of an administrative error or otherwise. This includes (without limitation) situations where the Grant Recipient is paid in error

before it has complied with its obligations under the Grant Funding Agreement. Any sum, which falls due under this condition 4.14, must fall due immediately. If the Grant Recipient fails to repay the due sum immediately or within any other timeframe specified by the Authority the sum will be recoverable summarily as a civil debt.

- 4.15. Where the Grant Recipient enters into a contract with a Third Party in connection with the Funded Activities, the Grant Recipient will remain responsible for paying that third party. The Authority has no responsibility for paying third party invoices.
- 4.16. Onward payment of the Grant and the use of sub-contractors must not relieve the Grant Recipient of any of its obligations under the Grant Funding Agreement, including any obligation to repay the Grant.
- 4.17. The Grant Recipient may not retain any Unspent Monies without the Authority's prior written permission.
- 4.18. If at the end of the relevant Financial Year there are Unspent Monies, the Grant Recipient must repay such Unspent Monies to the Authority no later than 30 days from the Authority's request for repayment.

5. Eligible and Ineligible Expenditure

- 5.1. The Authority (acting by its Grant Manager) will only pay to the Grant in respect of Eligible Expenditure incurred by the Grant Recipient to deliver the Funded Activities and the Grant Recipient must use the Grant solely for delivery of the Funded Activities (as set out in Schedule 2 of these Conditions).
- 5.2. 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 Grant Recipient may not in any circumstance claim the following non-exhaustive list as Eligible Expenditure: The list below does not override activities which are deemed eligible in these Conditions:
- 5.3.1 Paid for lobbying, which means using the Grant to fund lobbying (via an external firm or in-house staff) in order to undertake activities intended to influence or attempt to influence Parliament, government or political activity; or attempting to influence legislative or regulatory action;
 - 5.3.2 Using the Grant to directly enable one part of government to challenge another on topics unrelated to the agreed purpose of the grant;
 - 5.3.3 Using the Grant to petition for additional funding;
 - 5.3.4 Expenses such as for entertaining, specifically aimed at exerting undue influence to change government policy;
 - 5.3.5 Payments for activities of a political or exclusively religious nature;
- 5.4. Other examples of expenditure, which are prohibited, include the following:
- 5.4.1 Contributions in kind;

- 5.4.2 Interest payments or service charge payments for finance leases;
 - 5.4.3 Gifts, to individuals, other than promotional materials;
 - 5.4.4 Statutory fines, criminal fines or penalties civil penalties, damages or any associated legal costs;
 - 5.4.5 Payments for works or activities which the Grant Recipient has a statutory duty to undertake, or that are fully funded by other sources;
 - 5.4.6 Bad debts to related parties;
 - 5.4.7 Payments for unfair dismissal or other compensation;
 - 5.4.8 Depreciation, amortisation or impairment of assets owned by the Grant Recipient;
 - 5.4.9 The acquisition or improvement of Assets by the Grant Recipient (unless the Grant is explicitly for capital use – this will be stipulated in the Grant Funding Letter); and
 - 5.4.10 Liabilities incurred before the commencement of the Grant Funding Agreement unless agreed in writing by the Authority.
- 5.5. Expenditure includes any costs, expenses or other forms of payment. Expenditure is deemed to take place at the moment when money passes out of the Grant Recipient's control. This may take place when:
- 5.5.1 Legal tender is passed to a supplier (or, for wages, to an employee);
 - 5.5.2 A letter is posted to a supplier or employee containing a cheque; or
 - 5.5.3 An electronic instruction is sent to a bank/building society to make a payment to a supplier or employee by direct credit or bank transfer.

6. Annual Grant Review

- 6.1. The Authority and/or the Authority's Grant Manager will review the Grant annually. The Authority and/or the Authority's Grant Manager will take into account the Grant Recipient's delivery of the Funded Activities against the agreed outputs set out in Schedule 3 of these Conditions by the Grant Recipient in accordance with condition 7.2 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 27.11 of these Conditions.
- 6.3. If the Grant Recipient is required to submit a draft Remedial Action Plan in accordance with condition 6.2.4 the Remedial Action Plan process set out in condition 27.4 to 27.10 must apply.
- 6.4. The Grant Recipient may make representations to the Authority regarding the Authority's decision made in accordance with condition 6.2. The Authority is not however obliged to take such representations into account when making its decision as any such decision will be final and at the Authority's absolute discretion.

7. Monitoring and Reporting

- 7.1. The Grant Recipient must closely monitor the delivery and success of the Funded Activities throughout the Funding Period to ensure that the aims and objectives of the Funded Activities are achieved.
- 7.2. The Grant Recipient must provide the Authority via the Authority's Grant Manager with all reasonable assistance and co-operation in relation to any ad-hoc information, explanations and documents as the Authority may require, from time to time, so the Authority and the Authority's Grant Manager may establish if the Grant Recipient has used the Grant in accordance with the Grant Funding Agreement.

- 7.3. The Grant Recipient must also provide the Authority's Grant Manager with quarterly, biannual and annual reports at dates to be determined by the Authority's Grant Manager on:
 - 7.3.1 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
 - 7.3.2 If relevant, provide details of any Assets either acquired or improved using the Grant.
- 7.4. The Grant Recipient must permit 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.
- 7.5. The Grant Recipient must record in its financial reports the amount of Match Funding it receives together with details of what it has used that Match Funding for.
- 7.6. The Grant Recipient must notify the Authority's Grant Manager as soon as reasonably practicable of:
 - 7.6.1. 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
 - 7.6.2. 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.
- 7.7. The Grant Recipient represents and undertakes (and must repeat such representations) on delivery of its quarterly reports:
 - 7.7.1. That the reports and information it gives pursuant to this condition 7 are accurate;
 - 7.7.2. That it has diligently made full and proper enquiry of the matter pertaining to the reports and information given; and
 - 7.7.3. 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.

- 7.8 The Grant Recipient must submit all reports and deliverables to the Authority (via the Grant Manager) in English.

8. Auditing and Assurance

- 8.1. Within six months of the end of each Financial Year the Grant Recipient must provide the Authority's Grant Manager 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 or its Grant Manager requires further information, explanations and documents, in order for the Authority to establish that the Grant has been used properly in accordance with the Grant Funding Agreement, the Grant Recipient must, within 5 Working Days of a request by the Authority or its Grant Manager, provide the Authority or its Grant Manager, free of charge, with the requested information.
- 8.4. The Grant Recipient must:
- 8.4.1. Nominate an independent auditor to verify the final statement of expenditure and income submitted to the Authority or its Grant Manager;
 - 8.4.2. Identify separately the value and purpose of the Grant 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 or its Grant Manager 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.
- 8.10. The Grant Recipient must provide the Authority with copies of their annual return, accounts and charity annual return (as applicable) within five days of filing them at Companies House and/or the Charity Commissioner. If a Grant Recipient fails to comply with conditions 8.8 or 8.9 of these Conditions the Authority may suspend funding or terminate the Grant Funding Agreement in accordance with condition 27.1 of these Conditions.

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

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

than those stipulated in the Grant Funding Agreement. The Grant Recipient may be required to provide statements and evidence to the Authority or the Grant Manager or the appropriate organisation as part of pursuing sanctions, criminal or civil proceedings.

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 or the Grant Manager, the Grant Recipient must provide reasonable assistance and cooperation to enable the Authority to comply with its information disclosure obligations under the Information Acts.

13.3. On request from the Authority or the Grant Manager, the Grant Recipient must provide the Authority or the Grant Manager 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 8.
- 14.3. To the extent that the Grant Recipient and the Authority share any Personal Data for the purposes of this Grant Funding Agreement, the Parties accept that they are each a separate, independent Controller in respect of such Personal Data. Each Party:
 - i. Must comply with the applicable Data Protection Legislation in respect of their processing of such Personal Data;
 - ii. Must be individually and separately responsible for its own compliance;
 - iii. Do not and must not Process any Personal Data as Joint Controllers; and
 - iv. At their own cost enters into such specific agreements as may be reasonably required to enable each other to

comply with their respective duties under the Data Protection Legislation as a result of the arrangements contemplated by this Grant Funding Agreement and give each other all reasonable assistance (including review by each party's legal advisors) in so complying.

- 14.4. The Parties acknowledge and agree that this Grant Funding Agreement does not require either Party to act as a Processor of the other. In the event that there is any change which requires either Party to act as a Processor the Parties agree, at their own cost, to enter into the standard data protection clauses set out in the Crown Commercial Services Procurement Policy Note 02/18 (as amended or replaced from time to time).
- 14.5. In the event that the Parties believe that there is a Joint Controller relationship, the Parties must seek to agree and enter into a Data Processing Joint Controller Agreement with 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.

15. Subsidy Control

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

16. Intellectual Property Rights

- 16.1. Intellectual Property in all IPR Material will be the property of the Grant Recipient. Other than as expressly set out in these Conditions, neither Party will have any right to use any of the other Party's names, logos or 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 that it has obtained the relevant agreement of the Third Party proprietor before any additions or variations are made to the standard 'off- the-shelf' versions of any Third Party software and other IPR. The Grant Recipient will be responsible for obtaining and maintaining all appropriate licences to use the Third Party software.

17. Safeguarding

- 17.1. The Grant Recipient will take all reasonable steps to prevent the sexual exploitation, abuse and harassment of any person linked to the Grant Funded Activities and/or this Grant Funding Agreement. This shall include, without limitation, that the Grant Recipient will:
- 17.1.1. Maintain a safeguarding policy which includes a statement of commitment to safeguarding and a zero tolerance statement on bullying, harassment and sexual exploitation and abuse;
 - 17.1.2. Maintain a detailed register of safeguarding issues raised and how they were dealt with;
 - 17.1.3. Have clear investigation and disciplinary procedures to use when allegations and complaints are made, and have clear processes in place for when a disclosure is made;
 - 17.1.4. Share its safeguarding policy with Representatives or Third Parties involved in the Grant and/or Funded Activities;
 - 17.1.5. Maintain a whistle-blowing policy which protects whistleblowers from reprisals and includes clear processes for dealing with concerns raised;
 - 17.1.6. Maintain a code of conduct for staff and volunteers that sets out clear expectations of behaviours - inside and outside the workplace - and make clear what will happen in the event of non-compliance or breach of these standards; and
 - 17.1.7. Meet or be working towards the minimum standards for Sexual Exploitation, Abuse and Harassment safeguarding: the Inter-Agency Standing Committee Minimum Operating Standards on Protection from

Sexual Exploitation and Abuse (“**PSEA**”) and/or the
PSEA elements of The Core Humanitarian
Standard on Quality and Accountability.

- 17.2. The Grant Recipient shall provide to the Authority and/or the Authority’s Grant Manager, on the Authority or the Authority’s Grant Manager’s request, any documents maintained pursuant to Condition 17.1 and/or evidence of compliance with the requirements of Condition 17.1.
- 17.3. The Authority has a zero tolerance approach towards sexual exploitation, abuse and harassment. The Grant Recipient will immediately contact the FM at gbl_safeguarding_biodiverse_landscapes_fund@pwc.com and the Authority at ODA.Safeguarding@defra.gov.uk to report any credible suspicions of, or actual incidents of sexual exploitation, abuse or harassment related to this Grant Funding Agreement. The Grant Recipient should assess credibility based on the source of the allegation, the content, and the level of detail or evidence provided. All sexual activity with children (persons under the age of 18) is prohibited, regardless of the age of majority, or age of consent locally.
- 17.4. The Grant Recipient shall also report any credible suspicions of, or actual incidents of sexual exploitation, abuse or harassment that are not directly related to this Grant Funding Agreement but which would impact to the Authority or the reputation of the Authority or UK aid. For example, events that affect the governance or culture of the Grant Recipient, such as those related to senior management, must be reported.
- 17.5. The Grant Recipient will fully co-operate with investigations into any credible suspicions of, or actual incidents of sexual exploitation, abuse or harassment, whether led by the Authority or any of its duly authorised Representatives.

18. Environmental Requirements

- 18.1. The Grant Recipient must perform the Funded Activities in accordance with the Authority’s environmental policy, which is to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.

- 18.2. The Grant Recipient must pay due regard to the use of recycled products, so long as they are not detrimental to the provision of the Funded Activities or the environment, to include the use of all packaging, which should be capable of recovery for re-use or recycling.
- 18.3. The Grant Recipient must take all possible precautions to ensure that any equipment and materials used in the provision of the Funded Activities do not contain chlorofluorocarbons, halons or any other damaging substances, unless unavoidable, in which case the Authority must be notified in advance of their use. The Grant Recipient must endeavour to reduce its impact on the environment, for example, by reducing fuel emissions wherever possible and avoiding single use plastics etc.

19. Assets

Inventory of the Assets

- 19.2 The Grant Recipient must agree in advance with the Authority's Grant Manager any plans to purchase or improve any Fixed Assets at a cumulative cost exceeding £10,000 and 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. Where the cost of purchasing or improving the Fixed Assets is less than £10,000 authorisation is not required, but the Asset should be recorded on the fixed asset register.
- 19.3 Assets purchased with Grant funding must only be used for delivery of the Funded Activities.
- 19.4 For each entry in the register the following particulars must be shown where appropriate:
 - 19.4.1. Date of acquisition or improvement;
 - 19.4.2. Description of the Asset;
 - 19.4.3. Cost, net of recoverable VAT;
 - 19.4.4. Location of the Asset;
 - 19.4.5. Serial or identification numbers;

19.4.6. Location of the title deeds;

19.4.7. Date of any Disposal;

19.4.8. Depreciation/ amortisation policy applied;

19.4.9. Proceeds of any Disposal net of VAT; and

19.4.10. The identity of any person to whom the Asset has been transferred or sold.

19.5 The Authority reserves the right to require the Grant Recipient to maintain the above particulars as set out in 19.4.1-19.4.10 for any additional items which the Authority or the Authority's Grant Manager considers material to the overall Grant.

Disposal of Assets

19.6 Where the Grant Recipient uses any of the Grant to develop, improve or purchase any Assets, the Grant Recipient must ensure that the Assets are maintained in good condition over the Asset Owning Period.

19.7 Assets purchased or improved using the Grant must be owned by the Authority until ownership is transferred disposed or is otherwise agreed in writing by the Authority. The Authority reserves the right to determine the outcome of any Asset created as a result of the Funded Activities or purchased with the Grant.

19.8 The Grant Recipient must not dispose of any Assets that have been totally or partly bought, restored, conserved (maintained or protected from damage) or improved with the Grant without the prior written consent of the Authority. If the Authority grants consent to the Disposal, such consent may be subject to satisfaction of certain conditions, to be determined by the Authority.

19.9 If the Grant Recipient disposes of any Asset without the prior written consent of the Authority, the Grant Recipient must use all reasonable endeavours to achieve the market price for the Assets and must pay to the Authority a proportion of the proceeds of such sale, equivalent to the proportion of the purchase or development costs of the Assets that was funded by

the Grant, provided that the Authority may at its discretion allow the Grant Recipient to keep all or a part of the relevant proceeds where:

- 19.9.1. The sale of the Assets takes place after the end of the Asset Owning Period;
- 19.9.2. The proceeds of sale are to be applied directly to the purchase by the Grant Recipient of assets that are equivalent to or replacements for the Assets; or
- 19.9.3. The Authority is otherwise satisfied that the Grant Recipient will apply those proceeds for purposes related to the Funded Activities.

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

Charging of any Asset

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

20. Insurance

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

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

21. Assignment

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

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

- 22.1. As part of the government's efficiency and reform programme, public funding for marketing, advertising, communications and consultancy is closely controlled. The Grant Recipient must seek permission from the Authority prior to any proposed expenditure in these areas, either in connection with, or using funding provided, under this Agreement. A complete list of the controlled activities can be found at <https://www.gov.uk/government/publications/cabinet-office-controls>.
- 22.2. The Grant Recipient should provide evidence that any marketing, advertising, communications and consultancy expenditure carried out in connection with, or using the Grant must deliver measurable outcomes that meet government objectives to secure value for money.

23. Losses, Gifts and Special Payments

- 23.1. The Grant Recipient must obtain prior written consent from the Authority before:
 - 23.1.1. Writing off any debts or liabilities;

23.1.2.Offering to make any Special Payments; and/or

23.1.3.Giving any gifts,

in connection with this Grant Funding Agreement.

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

24. Borrowing

24.1. In accordance with condition 19.10 and this condition 24, the Grant Recipient must obtain prior written consent from the Authority before:

- (a) Borrowing or lending money from any source in connection with the Grant Funding Agreement; and
- (b) Giving any guarantee, indemnities or letters of comfort that relate to the Grant Funding Agreement or have any impact on the Grant Recipient's ability to deliver the Funded Activities set out in the Grant Funding Agreement.

25. Publicity

25.1 The Authority consents to the Grant Recipient carrying out any reasonable publicity about the Grant and the Funded Activities as required, from time to time.

25.2 Any publicity material for the Funded Activities must refer to the programme under which the Grant was awarded and must feature the UK Aid logo and the BLF logo. If a Third Party wishes to use the UK Aid logo and the BLF logo, the Grant Recipient must first seek permission from the Authority, via the Grant Manager.

25.3 The Grant Recipient must acknowledge the support of the Authority in any materials that refer to the Funded Activities and in any written or spoken public presentations about the Funded Activities. Such acknowledgements (where appropriate or as requested by the Authority) must include the Authority's name and the UK Aid logo (or any future name or logo adopted by the Authority) using the templates provided by the Authority via the

Grant Manager from time to time.

- 25.4 In using the Authority's name and the UK Aid logo, the Grant Recipient must comply with all reasonable branding guidelines issued by the Grant Manager on behalf of the Authority from time to time.

26. Changes to the Authority's Policy Requirements

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

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

Events of Default

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

Activities and in particular, with meeting the Agreed Outputs set out in Schedule 3 of these Conditions;

- 27.1.6. The Grant Recipient fails to:
- i. submit an adequate Remedial Action Plan to the Authority following a request by the Authority pursuant to condition 27.3.4 or condition 6.2.4; or
 - ii. improve delivery of the Funded Activities in accordance with the Remedial Action Plan approved by the Authority;
- 27.1.7. 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);
- 27.1.8. The Grant Recipient fails to declare Duplicate Funding;
- 27.1.9. The Grant Recipient fails to declare any Match Funding in accordance with condition 4.7;
- 27.1.10. 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;
- 27.1.11. 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;
- 27.1.12. 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;

- 27.1.13. The Authority determines (acting reasonably) that the Grant Recipient or any of its Representatives has:
- i. Acted dishonestly or negligently at any time during the term of the Grant Funding Agreement and to the detriment of the Authority; or
 - ii. Taken any actions which unfairly bring or are likely to unfairly bring the Authority's name or reputation and/or the Authority into disrepute. Actions include omissions in this context;
 - iii. Transfers, assigns or novates the Grant to any Third Party without the Authority's consent;
 - iv. Failed to act in accordance with the Law; howsoever arising, including incurring expenditure on unlawful activities;
- 27.1.14. 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);
- 27.1.15. 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;
- 27.1.16. 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 Northern Ireland Protocol;
- 27.1.17. 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;

27.1.18. 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 32.2;

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

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

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

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

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

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

- 27.3.2. Reduce the Maximum Sum in which case the payment of Grant must thereafter be made in accordance with the reduction and notified to the Grant Recipient; and/or
- 27.3.3. Require the Grant Recipient to repay the Authority the whole or any part of the amount of Grant previously paid to the Grant Recipient. Such sums are recoverable as a civil debt; and/or
- 27.3.4. Give the Grant Recipient an opportunity to remedy the Event of Default (if remediable) in accordance with the procedure set out in condition 27.4 to 27.10; and/or
- 27.3.5. Terminate the Grant Funding Agreement.

Opportunity for the Grant Recipient to remedy an Event of Default

- 27.4 Where the Grant Recipient is provided with an opportunity to submit a draft Remedial Action Plan in accordance with condition 27.3.4, the draft Remedial Action Plan must be submitted to the Authority for approval, within 5 Working Days of the Grant Recipient receiving notice from the Authority.
- 27.5 The draft Remedial Action Plan must set out:
 - 27.5.1. Full details of the Event of Default; and
 - 27.5.2. The steps which the Grant Recipient proposes to take to rectify the Event of Default including timescales.
- 27.6 On receipt of the draft Remedial Action Plan and as soon as reasonably practicable, the Authority must submit its comments on the draft Remedial Action Plan to the Grant Recipient.
- 27.7 The Authority must have the right to accept or reject the draft Remedial Action Plan. If the Authority rejects the draft Remedial Action Plan, the Authority must confirm, in writing, the reasons why they have rejected the draft Remedial Action Plan and will confirm whether the Grant Recipient is required to submit an amended Remedial Action Plan to the Authority.

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

General Termination rights – Termination for Convenience

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

Change of Control

- 27.15 The Grant Recipient must notify the Authority immediately in writing and as soon as the Grant Recipient is aware (or ought reasonably to be aware) that it is anticipating, undergoing, undergoes or has undergone a Change of Control, provided such notification does not contravene any Law.
- 27.16 The Grant Recipient must ensure that any notification made pursuant to condition 27.15 must set out full details of the Change of Control including the circumstances suggesting and/or explaining the Change of Control.
- 27.17 Where the Grant has been awarded to a consortium and the Grant Recipient has entered into a collaboration agreement, the notification required under condition 27.15 must include any changes to the consortium members as well as the lead Grant Recipient.
- 27.18 Following notification of a Change of Control the Authority must be entitled to exercise its rights under condition 27.1 of these Conditions providing the Grant Recipient with notification of its proposed action in writing within three (3) months of:
- (i) Being notified in writing that a Change of Control is anticipated or is in contemplation or has occurred; or
 - (ii) Where no notification has been made, the date that the Authority becomes aware that a Change of Control is anticipated or is in contemplation or has occurred,
- 27.19 The Authority must not be entitled to terminate where an approval was granted prior to the Change of Control.

28 Exit Plan

- 28.1 Where the Authority requires the Grant Recipient to prepare an Exit Plan to allow the cessation or seamless transfer of the Funded Activities, the Grant Recipient must prepare the Exit Plan within four (4) months of the signing of the Grant Funding Agreement and must comply with the exit provisions set out in Schedule 9 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 terminate 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 a 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.
- 32.2 The Grant Recipient must immediately notify the Authority if it becomes aware of any actual or suspected breaches of the principles outlined in the Code of Conduct.
- 32.3 The Grant Recipient acknowledges that a failure to notify the Authority of an actual or suspected breach of the Code of Conduct may result in the Authority immediately suspending the Grant funding, terminating the Grant Funding Agreement and taking action to recover some or all of the funds paid to the Grant Recipient as a civil debt in accordance with condition 27.1.18.

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 5.00pm 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 Grant Recipient must accept the Grant Offer by electronically signing the document using DocuSign, following the guidance provided, within seven (7) days from the date of the Grant Funding Letter.