



SCHEDULE OF TERMS AND CONDITIONS FOR DARWIN PLUS AWARDS 2017-18



Department
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Food & Rural Affairs

1. The grant is to be used solely for the purposes stated in the grant award offer letter (the Letter) from the Department for Environment, Food and Rural Affairs (the Department) to the institution receiving the grant (the grantee). Any amount not specifically used for the purpose stipulated may subsequently be recovered by the Department.
2. The grant is payable on actual expenditure which is accounted for at the end of each financial year. Advance quarterly payments will be made to cover the first nine months of the year, with the final quarter being paid on satisfactory checking of the actual annual expenditure. The Department may subsequently recover any overpayment or illegitimate expenditure. The grantee should refer to the document: "Finance for Darwin" available at <http://www.darwininitiative.org.uk/resources-for-projects> for further details on claiming the grant.
3. The Department will retain 25% of the grant in the final financial year or £5,000, whichever is the greater, until a satisfactory final report which meets reporting requirements and audit statement (if appropriate) is received and accepted. Where the final claim is less than £5,000, the Department may withhold funds from the penultimate claim. If the final report is not submitted within three months of completion of the project, the funds retained by the Department may be forfeit by the grantee.
4. **Re-allocation** (virement) of more than 10% between budget lines in the latest agreed budget for any individual financial year may only be made with the written agreement of either the Department or the Department's contractor responsible for managing aspects of the Darwin Initiative on its behalf (the Contracted Administrator).
5. The grant is payable on the basis of the details and work programme set out in the original application form, and subsequent changes to the project (including changes to the project principals for which CVs were submitted with your application) should only be made with the prior written agreement of the Department acting through the Contracted Administrator, following the Change Request process set out in Section 6.3 of [Finance for Darwin](#).
6. The grant must be spent in line with the project budget set out in the final application form. Any items bought with the grant should be used for the benefit of the project. Any items that have a longer life than the project, must remain available to the local partners, communities and/or stakeholders to ensure that ongoing work is possible.
7. The grant is offered as a contribution towards revenue costs as defined in Section 1.7 of [Finance for Darwin](#). Payment of the grant towards **capital costs** will be allowed only where the Department is satisfied that such costs are necessary to enable the main programme of work to be carried out and this has been agreed in the application. The maximum grant allowed towards capital costs will normally be limited to 10% of the total grant offered although additional costs for Darwin Plus projects will be considered on a case by case basis.
 - If any capital item is sold, a share of the proceeds in the same ratio as the grant contribution to the total cost should be refunded to the Department or offset against any further approved expenditure.
 - A register must be maintained of all capital items purchased during the project and must be available for inspection by the Department at any time. This register must be submitted with as part of your annual and final claims.
8. No activity funded by the grant shall be party political in intention, use or presentation and neither the grant nor any funding related to the grant can be used to influence the UK Parliament, Government, political parties, the award or renewal of contracts and grants or any legislative or regulatory action. A complete list of activities for which the grant recipient shall not use the grant funding for expenditure on is included in the document: "Finance for Darwin" available at <http://www.darwininitiative.org.uk/resources-for-projects>



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WITHHOLDING, SUSPENDING AND REPAYMENT OF GRANT

9. Without prejudice to the Department's other rights and remedies, the Department may at its discretion withhold or suspend payment of the grant and/or terminate the grant, and/or require repayment of all or part of the grant if:
- (a) the grantee uses the grant for purposes other than those for which they have been awarded;
 - (b) the delivery of the project does not start within 6 months of the date of the Letter and the grantee has failed to provide the Department with a satisfactory explanation (in the Department's opinion) for the delay;
 - (c) the Department considers that the grantee has not made satisfactory progress with the delivery of the project against the agreed work programme as set out in the application form, and any subsequent agreed changes;
 - (d) the grantee is, in the reasonable opinion of the Department, delivering the project in a negligent manner;
 - (e) the grantee obtains duplicate funding from a third party for the project;
 - (f) the grantee obtains funding from a third party which, in the reasonable opinion of the Department, undertakes activities that are likely to bring the reputation of the project or the Department into disrepute;
 - (g) the grantee provides the Department with any materially misleading or inaccurate information;
 - (h) the grantee commits or has committed fraud, bribery or any conduct calculated or likely in all material aspects to affect prejudicially the interests or reputation of the Department;
 - (i) the grantee has acted dishonestly or negligently at any time and directly or indirectly to the detriment of the project;
 - (j) taken any actions which, in the reasonable opinion of the Department, bring or are likely to bring the Department's name or reputation into disrepute;
 - (k) the grantee 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);
 - (l) the grantee becomes insolvent, 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; or
 - (m) the grantee fails to comply with any of these terms and conditions or the Letter and fails to rectify any such failure within 30 days of receiving written notice detailing the failure.
10. Wherever under these terms and conditions or the Letter any sum of money is recoverable from or payable by the grantee (including any sum that the grantee is liable to pay to the Department in respect of any breach), the Department may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the grantee under the Letter, these terms and conditions or under any other agreement or contract with the Department.
11. Should the grantee be subject to financial or other difficulties which are capable of having a material impact on its effective delivery of the project or compliance with the Letter of these terms and conditions it will notify the Department as soon as possible so that, if possible, and without creating any legal obligation, the Department will have an opportunity to provide assistance in resolving the problem or to take action to protect the Department and the grant monies.



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LIMITATION OF LIABILITY

12. The Department accepts no liability for any consequences, whether direct or indirect, that may come about from the grantee running the project, the use of the grant or from withdrawal of the grant. The grantee shall indemnify the Department, 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 grantee in relation to the project, the non-fulfilment of obligations of the grantee under the Letter and these terms and conditions or its obligations to third parties.
13. Subject to clause 16 the Department's liability under the Letter and these terms and conditions is limited to the payment of the grant.

SPOT CHECKS AND AUDITS

14. The Department may carry out its own **audit spot checks** on the grantee to ensure the grant has been spent in accordance with the Letter and these terms and conditions. The grantee has the ultimate responsibility for ensuring (and being able to demonstrate) that the grant is spent in the way that was outlined in the original application or subsequent changes agreed in writing by the Department. Where a site visit is planned the project leader will be given 30 days' notice and will be issued with a checklist to ensure the relevant paperwork is available. The grantee must be able to produce copies of original receipts and invoices backing up its claims and should ensure that they are retained for at least seven years after the end of the project.
15. If the grant is for £100,000 or more in total, an **audit of expenditure** is required at the end of the project and a letter from an independent auditor must be submitted with the final claim form. Up to £1,500 may be allocated from the grantee's budget for these costs, but this amount will be ring-fenced and any underspend may not be reallocated elsewhere in the budget. If the grant is less than £100,000 the grantee is not required to provide an end of project audit letter.
16. **Reporting requirements** are based on the length of the project as follows:
 - Projects up to 6 months in length must submit a final report within one month of completion;
 - Projects up to 12 months in length must submit an interim report, at the mid-point, providing a brief account of progress against the work plan and a final report within one month of completion;
 - Projects of more than 12 months must follow the reporting structure and format set out below:
 - For each year of the project, the grantee shall submit to the Contracted Administrator a half-yearly report by 31 October and an annual report by 30 April on the results of the programme of work funded by the Department;
 - The final report of the project shall be submitted to the Contracted Administrator within 3 months of completion of the project. An annual report is not required in the final year of the project **if** the final report is presented on or before 31 July of the same year.
17. All reports shall be submitted according to the guidelines and in the format provided by the Department, which are available for download from the website <http://www.darwininitiative.org.uk>. Reports should include an appropriate level of evidence of project activities to allow an independent reviewer to evaluate progress.



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18. In addition to the progress reports and final reports referred to above, the grantee shall be required to provide supplementary reports on other aspects of its activities to enable the Department to consider the use to which the grant is put. The grantee shall also be required to provide information about the project after the project closes such as for an evaluation of longer term achievement and sustainability.

EQUAL OPPORTUNITIES

19. The grantee shall ensure that it applies a policy of **equal opportunities** compliant with current applicable legislation as employers, as users of volunteers and as providers of services, regardless of race, sex, age, religion or, so far as is practicable, any disability.
20. The grantee will ensure that in carrying out the grant activity it, **and anyone acting on its behalf**, complies with all applicable laws and guidance issued by regulatory agencies and other governmental bodies, both in relation to UK laws and guidance and laws within the countries within which the project is operating.

COMMUNICATIONS

21. The grantee is required to acknowledge when publicising the work programme, in reports etc, that it has been grant aided by the Darwin Initiative through UK Government funding and to use the Darwin Initiative logo wherever possible as set out in the current Darwin brand guidance and instructions as set out on the Darwin website <http://www.darwininitiative.org.uk/resources-for-projects/use-of-darwin-logo-and-publicity>. In addition, project leaders are expected to advise the Department about any UK media/news stories before they are published. Where part of a larger programme, a Darwin project should be easily identifiable. Profile is important to the future of the Darwin Initiative.
22. The grantee shall comply with any requests from the Department to remove or amend content where this is misuse of the Defra name and logo, and/or the Darwin Initiative logo.

INFORMATION HANDLING:

23. The grantee shall make all reasonable enquiries concerning **intellectual property rights** which may be owned by a party other than the grantee or the Department and shall ensure that they have all necessary rights and permissions etc to ensure that the reports can be used and published as set out in this agreement.
24. Subject to clause 23, if the grant activity generates any intellectual property rights these shall be owned by the grant recipient.
25. The grantee may, with the Department's prior written consent, allow a third party engaged in the grant activity to own any intellectual property rights which its contribution generates, provided that the third party publishes its data outputs in accordance with clauses 26 to 29.
26. All research must be carried out in compliance with Overseas Territory research permitting systems where these exist. (<http://jncc.defra.gov.uk/page-7002>).
27. All outputs from the project, including management plans, reports, information notes, maps and all data collected or collated during the project whether or not owned by the grantee or any third party contributor to the project, shall be made freely and openly accessible in accordance with clauses 28 and 29.



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28. The grantee will publish all data outputs from the project as follows (subject to any restrictions on pre-existing data used in the project):

- STEP 1: Where suitable existing data platforms exist, including international initiatives such as the Global Biodiversity Information Facility (GBIF) <http://www.gbif.org/publishing-data/summary> or local in-country data centres, which provide open data via the web, the grantee should use these to publish their datasets. For species records the data format must be as a Darwin Core Archive <http://www.gbif.org/resource/80636> so that they can be published onto the GBIF (either directly or through a local node). Habitats and other spatial data must be provided in an appropriate open / standard format for the data type. Advice on these requirements can be sought via the Contracted Administrator.
- STEP 2: All digital data must be independently described by providing associated Discovery Metadata using ISO 19115 standards http://www.iso.org/iso/home/store/catalogue_ics/catalogue_detail_ics.htm?csnumber=53798. As a minimum all mandatory elements are completed. Metadata will be published on the UK Government website.
- STEP 3: The grantee should provide all data and associated metadata to the Contracted Administrator, who will forward to the Joint Nature Conservation Committee for archiving, or for publication if no suitable existing data platforms exist. All datasets must be provided in a well described and open format, with detailed information on methods used, calibration and quality assurance.

For further information on open data see: <https://www.gov.uk/service-manual/technology/open-data.html>

29. In exceptional cases where open access is not possible, details of, and reasons for, any restrictions must be highlighted and agreed in advance in writing with the Contracted Administrator. For approved cases only the minimum amount of data/information should be restricted and a time limit agreed where possible after which the data / information becomes publicly accessible.

30. A copy of all outputs, associated metadata, evidence of publication and of compliance with Overseas Territory research permitting systems must be provided to the Contracted Administrator along with the final report.

DATA PROTECTION ACT 1998 - FAIR PROCESSING NOTICE

31. The purpose of this Fair Processing Notice is to inform you of the use that will be made of your personal data, as required by the Data Protection Act 1998.

32. The Department for Environment, Food and Rural Affairs (Defra) is the data controller in respect of any personal data that you provide when you complete your application, the grant acceptance and the supplier forms.

33. Defra will use your personal data primarily for the purpose of processing your application for Darwin Initiative or Illegal Wildlife Trade (IWT) Challenge Fund funding. By submitting an application, applicants have agreed to any disclosure of the information supplied (including the content of a declaration or undertaking) which Defra considers necessary for the administration, evaluation, monitoring and publicising of the Funds (as detailed in the paragraphs below).



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34. A completed application form signifies agreement to place certain details of successful applications (e.g. name and location of project work) on the Darwin Initiative and IWT Challenge Fund websites listed below. A completed application form also signifies agreement to send data on the project proposals during the application process to British Embassies and High Commissions outside the UK, including those outside the European Economic Area.

<http://www.darwininitiative.org.uk>;

<https://www.gov.uk/government/groups/the-darwin-initiative>;

<https://www.gov.uk/government/collections/illegal-wildlife-trade-iwt-challenge-fund>

35. Application form data will also be processed by Defra contractors dealing with Darwin Initiative and IWT administration, monitoring and evaluation (working within relevant data protection rules).

36. Defra may be required to release information, including personal data and commercial information, on request under the Environmental Information Regulations 2004 or the Freedom of Information Act 2000. However, Defra will not permit any unwarranted breach of confidentiality nor will we act in contravention of our obligations under the Data Protection Act 1998.

37. We may use information, including personal data, to test computer systems to ensure that they work effectively and efficiently and to develop new systems in order to improve efficiency and the service that we provide to you and other persons. Any use of information for testing or developing computerised systems will be conducted in a secure manner in accordance with the Data Protection Act 1998 to safeguard the privacy of the information that you have supplied.

Defra's Personal Information Charter, which gives details of your rights in respect of the handling of your personal data, is on the Defra section of Gov.uk. If you don't have access to the internet, please telephone the Defra helpline 08459 33 55 77 and ask to speak to the Data Protection Officer for a copy of the Information Charter.