



TERMS AND CONDITIONS SCOPING PROJECT AWARDS



Department
for Environment
Food & Rural Affairs

(Version 1)

1. DEFINITIONS AND INTERPRETATION

1.1. In this Agreement the following terms shall have the following meanings:

“Agreement” means the grant agreement consisting of these terms and conditions, the Letter and any annexes appendices or other documents incorporated therein.

“Commencement Date” means the date when the Project will commence as identified in the Letter.

“Contracted Administrator” means the contractor responsible for managing aspects of the Darwin Initiative on the Department’s behalf.

“Data Protection Legislation” means (i) the GDPR, the Law Enforcement Directive (Directive (EU) 2016/680) and any applicable national implementing Laws as amended from time to time, (ii) the Data Protection Act 2018 (subject to Royal Assent) to the extent that it relates to processing of personal data and privacy; and (iii) all applicable Law about the processing of personal data and privacy.

“Department” means the Department for Environment, Food and Rural Affairs (Defra).

“Eligible Expenditure” means expenditure in relation to the Project set out in the Letter which complies with the terms of this Agreement and the Financial Information Guidance. Eligible Expenditure does not include any ineligible expenditure listed in clause 8 of these terms and conditions.

“Financial Information Guidance” means the document titled “Financial Information: Applying for funding and running your project” available at <https://www.gov.uk/guidance/darwin-initiative-applying-for-main-project-funding>.

“GDPR” means the General Data Protection Regulation (Regulation (EU) 2016/679).

“Grant” means the sum identified in the Letter to be paid to the Grantee in accordance with this Agreement.

“Grant Period” means the period for which the Grant is awarded starting on the Commencement Date and ending on the end date identified in the Letter.

“Grantee” means the institution receiving the Grant.

“Grantee Application” means the application form submitted by the Grantee.

“Information Acts” means the Data Protection Legislation, Freedom of Information Act 2000 and the Environmental Information Regulations 2004.

“Law” means any law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of section 2 of the European Communities Act 1972, 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 Grantee is bound to comply.

“Letter” means means the grant award offer letter from the Department to the Grantee, setting out the details of the Project for which the Grant has been awarded, and including any annexes or appendices thereto.

“Project” means the project for which the Grant has been awarded as identified in the Letter.

1.2. Any references to a statute or statutory provision in these terms and conditions shall be a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision.



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2. GRANT

- 2.1. The Grant is to be used solely for the purposes stated in the Letter. Any amount not specifically used for the purpose stipulated in the Letter may subsequently be recovered by the Department. The Grant is subject to the terms of the Agreement.
- 2.2. The grant is payable on actual expenditure which is accounted for in the final claim. The first grant payment may be claimed against the actual cost of airfares and may be submitted in advance of travel. The final claim should be submitted in arrears following the Scoping trip and no later than 31 May following the end of the Grant Year. Travel commenced or claims received after this date cannot be processed and Scoping funding will be revoked.
- 2.3. The Department may subsequently recover any overpayment or illegitimate expenditure. The Grantee should refer to the document: "Financial Information Guidance available at <http://www.darwininitiative.org.uk/resources-for-projects> for further details on claiming the grant.
- 2.4. The grant is payable on the basis of the details and work programme set out in the the Letter 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 [Financial Information Guidance](#).
- 2.5. The grant must be spent in line with the project budget set out in the Grantee Application and any subsequent approved changes. Any items bought with the grant should be used for the benefit of the project.
- 2.6. The grant is available to cover the following costs:
 - a) The actual cost of one return economy-class ticket for up to two people from the lead organisation to the proposed host country to meet with the main project partners;
 - b) the actual cost of any visas or other necessary travel documents (including travel/medical insurance);
 - c) actual costs related to workshops or meetings, supported by valid receipts;
 - d) daily subsistence costs for a maximum of 30 days per person for the main traveller (and secondary traveller if applicable) to cover reasonable accommodation and food costs for the visit. These costs should be realistic and should be in line with any rates applied within your own organisation;
 - e) actual costs related to preparatory work e.g. in-country visits to assess technical facilities, travel and field-work costs incurred by in-country partners to visit field sites and colleagues.
- 2.7. The Department reserves the right to vary these terms and conditions. Any variation will be effected in writing and notified to the Grantee in advance. The Department shall endeavour to give such notice as is reasonable and proportionate, having regard to the nature of the variation and its consequences for the Grantee.



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3. USE OF GRANT FUNDING

3.1. The Grantee shall not use the Grant for expenditure on any of the following activities:

- a) Expenditure of a party political or exclusively religious nature;
- b) Activities not commissioned by the Department and intended to influence or attempt to influence Parliament, Government departments or political parties, or attempting to influence legislative or regulatory action;
- c) Activities funded from other sources;
- d) Activities not set out in the in the Grantee Application;
- e) Overheads allocated or apportioned at rates materially in excess of those used for any similar activity work carried out by the Grantee;
- f) Activities that result in commercial gain or profit;
- g) Any costs incurred or expenditure commitments entered into by the Grantee before the Commencement Date including pre-existing debts, i.e. provisions, contingent liabilities or contingencies;
- h) Dividends declared;
- i) Interest charges;
- j) Service charges arising on finance leases, hire purchase and credit arrangements;
- k) Costs resulting from the deferral of payments to creditors;
- l) Depreciation and amortisation of assets to the extent that the costs of the assets have been funded by the Grant;
- m) Costs involved in winding up a company;
- n) Redundancy payments
- o) Payments into private pension schemes or for unfunded pensions;
- p) Motoring fines, statutory fines and penalties, and any other fines;
- q) Compensation for loss of office, bad debts arising from loans to proprietors, partners, employees, directors, shareholders, guarantors, or a person connected with any of these;
- r) Gifts and entertaining (entertaining for this purpose means anything that would be a taxable benefit to the person being entertained, according to current UK tax regulations);
- s) Travel and subsistence that would give rise to a taxable benefit were the cost to be incurred by, but not borne by, an individual;
- t) Reclaimable VAT and any other tax (except PAYE);
- u) Late payment charges for credit or charge cards (unless incurred as a result of late reimbursement by the Department);
- v) Any liability arising out of negligence on the part of the Grantee or its representatives, sub-contractors and agents;
- w) Payments arising from a contractual commitment by single tender action with a current or former director of the Grantee or current or former member of its staff without written approval from the Department;



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- x) Any profit element. For the avoidance of doubt, no profit, dividends, bonuses and/or any similar or equivalent benefit will be paid to the owners, members and directors of the Grantee or any other organisation or persons;
- y) Purchase of land or the purchase and/or construction of buildings (unless the relevant purchase and/or construction is explicitly identified in the Letter as being within the scope of the Project);
- z) Penalties/civil damages arising from civil/criminal legal proceedings taken against the Grantee or civil proceedings started by the Grantee, whether or not the Grantee is successful or acquitted, even if the proceedings were in pursuance of, or in consequence of the Project being grant aided.

4. CAPITAL COSTS

- 4.1. The Grant is offered as a contribution towards the Eligible Expenditure incurred in carrying out the Project described in the Letter. 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 amount of the Grant allowed towards capital costs will normally be limited to 10% of the total Grant offered although additional costs for Darwin projects will be considered on a case by case basis.
- 4.2. 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.
- 4.3. 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.

5. WITHHOLDING, SUSPENDING AND REPAYMENT OF GRANT

- 5.1. Without prejudice to the Department's other rights and remedies, the Department may at its discretion reduce, withhold or suspend payment of the Grant and/or to terminate the Grant with immediate effect, and/or require repayment of all or part of the Grant if one or more of the following events occur:
 - a) the Grantee uses the Grant for purposes other than those for which they have been awarded;
 - b) the full scoping trip does not take place within the financial year for which the Grant was awarded and the Grantee has failed to provide the Department with a satisfactory explanation (in the Department's reasonable 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 Grantee Application 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;



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- 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 this Agreement and fails to rectify any such failure within 30 days of receiving written notice detailing the failure.

5.2. The Department may seek to recover Scoping funding from the applicant organisation if a full application to the Darwin Initiative is not submitted within three funding rounds of receiving the Scoping funding and an adequate explanation is not received. However, the provision of Scoping funding will in no way guarantee Darwin funding for the resultant full project proposal.

5.3. Wherever under this Agreement 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 this Agreement or under any other agreement or contract with the Department.

5.4. 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 this Agreement 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.

6. TERMINATION

- a) In addition to its right of termination in clause 11 above, the Department shall be entitled to terminate this Agreement for any reason on giving the Grantee not less than thirty (30) days written notice.
- b) In the event of a change of government or in policy direction, this Agreement may be terminated by the Department with immediate effect by notice in writing.
- c) Where the Department terminates the Agreement, no further payment of the Grant Funding shall be payable by the Department to the Grantee except that the Authority may pay for work carried out by the Grantee relating to the Project prior to termination and in accordance with the Agreement but where the payment has yet to be made by the Department.



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7. LIMITATION OF LIABILITY

- 7.1. 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 withholding, reducing, withdrawing, termination and/or recovery of the Grant. As a condition of the Grant, the Grantee agrees to 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 this Agreement or its obligations to third parties.
- 7.2. Subject to clause 15 the Department's liability under the Letter and these terms and conditions is limited to the payment of the Grant.

8. SPOT CHECKS

- 8.1. The Department may carry out its own audit spot checks on the Grantee to ensure the Grant has been spent in accordance with this Agreement. 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 Grantee 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.

9. REPORTING REQUIREMENTS

- 9.1. Successful applicants will be required to report on the Scoping mission when making their resultant Stage 1 application for full Darwin project funding. The report 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/resources-for-projects>.
- 9.2. In addition to the report referred to above, the Grantee shall be required to provide any supplementary reports/information on other aspects of its activities as may be reasonably requested by the Department to enable it to consider the use to which the grant is put. This may include occasional requests for information about project legacy after the project has ended. Projects are expected to engage with such requests and failure to do so may jeopardise further grants being awarded.

10. EQUAL OPPORTUNITIES

- 10.1. 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.
- 10.2. 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.



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11. COMMUNICATIONS

- 11.1. When publicising the work programme, in reports, on its website, in online publicity campaigns and advertising etc, the Grantee must acknowledge that it has been funded by the Darwin Initiative through UK Government funding and 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>. Where logos of participating partners and / or donors are used, the UK Aid logo should be displayed.
- 11.2. Please see GOV.UK for further information about the use of the UK Aid logo, for information: <https://www.gov.uk/government/publications/uk-aid-standards-for-using-the-logo>. 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.
- 11.3. The Grantee shall promptly comply with any requests from the Department to remove or amend content where there is misuse of the Department's name, and or the UK AID logo, and/or the Darwin Initiative logo.

12. INTELLECTUAL PROPERTY RIGHTS

- 12.1. The Grantee shall make all reasonable enquiries concerning copyright, design, patent and other intellectual property rights and shall ensure that to the best of its belief that the carrying out of the Project or exploitation of the Project's results shall not infringe any rights owned by third parties. Where use of any third party rights are required for these purposes the Grantee shall ensure that it has all necessary permissions and licenses (for its benefit and the benefit of the Department and any other parties participating in the Project) at all times following the commencement of funding.
- 12.2. If the Project generates any intellectual property rights these shall be owned by the Grantee. The Grantee shall grant the Department and all other parties participating in the Project a non-exclusive, royalty free, irrevocable global licence to use, commercially exploit and sub-license such intellectual property rights. Any financial benefits obtained by the parties making use of the licence or sub-licence shall be shared amongst the Department, the Grantee, the licensees and sub-licensees on a fair and equitable basis as determined by the Department.

13. PREVENTION OF BRIBERY

- 13.1. The Grantee:
 - 13.1.1. shall not, and shall procure that any of its staff, agents, consultants and sub-contractors shall not, in connection with this Agreement, commit a Prohibited Act;
 - 13.1.2. shall not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
 - 13.1.3. shall comply with the Department's anti-bribery policies as updated from time to time;
 - 13.1.4. shall have and shall maintain throughout the term of this Agreement its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with clauses 27.1.2, 27.1.3 and 27.1.4;
 - 13.1.5. shall promptly report to the Department any request or demand for any undue financial or other advantage of any kind received by the Grantee in connection with the Project;



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- 13.1.6. shall immediately notify the Department in writing if a foreign public official becomes an officer or employee of the Grantee or acquires a direct or indirect interest in the Grantee, and the Grantee confirms that it has no foreign public officials as officers, employees or direct or indirect owners at the date of this Agreement;
- 13.1.7. shall, if requested, provide the Department with any reasonable assistance, at the Department's reasonable cost, to enable the Department to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with the Bribery Act;
- 13.1.8. If requested by the Department the Grantee should certify to the Department in writing (such certification to be signed by an officer of the Grantee) compliance with this clause 27 by the Grantee and all persons associated with it or other persons who are supplying goods or services in connection with the Project. The Grantee shall provide such supporting evidence of compliance as the Department may reasonably request.

14. ENVIRONMENTAL REQUIREMENTS

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

15. DATA PROTECTION AND INFORMATION ACTS

- 15.1. The Grantee must observe its obligations under the Information Acts and the Human Rights Act 1998, and under the common law duty of confidentiality.
- 15.2. For the purposes of this clause the terms Personal Data, Controller and Data Subjects have the meaning given to them in the GDPR. The Grantee may provide Personal Data relating to the names and contact details of individuals administering and/or involved with the Grant to the Department. Prior to providing any Personal Data to the Department the Grantee will provide the Data Subjects with the Privacy Notice included at Annex 1 to these terms and conditions.
- 15.3. The Grantee hereby acknowledges that the Department is subject to requirements under the Information Acts. Where requested by the Department, the Grantee will provide reasonable assistance and cooperation to the Department to assist the Department's compliance with its obligations under the Information Acts.
- 15.4. The Grantee acknowledges that the Department, acting in accordance with the codes of practice issued and revised from time to time under Freedom of Information Act 2000 and/or the Environmental Information Regulations 2004, may disclose information concerning the Grantee and this Agreement without consulting with the Grantee.



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15.5. The Department will take reasonable steps to notify the Grantee of a request for information to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this Agreement) the Department will be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the Information Acts.



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15.6.

Annex 1 Privacy Notice

Privacy Notice

The purpose of this Privacy Notice is to inform you of the use that will be made of your personal data in connection with the Darwin Initiative, Illegal Wildlife Trade (IWT) Challenge Fund and Darwin Plus.

1. Who is collecting my data?

The data controller is the Department for Environment, Food and Rural Affairs (Defra). You can contact the Defra Data Protection Manager at:

Address: Defra Group Data Protection Officer, Department for Environment, Food and Rural Affairs, SW Quarter, 2nd floor, Seacole Block, 2 Marsham Street, London SW1P 4DF.

Email: DefraGroupDataProtectionOfficer@defra.gsi.gov.uk

Any questions about how we are using your personal data and your associated rights should be sent to the above contact.

2. What of my data is being collected and how is it used? What is the legal basis for the processing?

Defra may collect your name, address, email, phone number, Skype details, job title and details of your professional experience and organisation. Defra will use this personal data for the purpose of processing your organisation's application for Darwin Initiative, Illegal Wildlife Trade (IWT) Challenge Fund or Darwin Plus funding and for the administration, evaluation, monitoring and publicising of the funds. Processing of this data is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in Defra under Section 153 of the Environmental Protection Act 1990 for the Darwin Initiative, and the International Development Act 2002 for the Illegal Wildlife Trade Challenge Fund.

If you are the project leader in respect of a successful application, we would like to include your name on our website listed below. We will only do so if you give your consent.



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<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>

We would also like to include your email address in the Darwin Initiative, Illegal Wildlife Trade (IWT) Challenge Fund and Darwin Plus mailing list to send certain communications to you in relation to details about the funds; newsletters; events, and general communications about the funds. We will only do so if you give your consent.

We may be required to release data in certain circumstances to comply with legal obligations placed upon us including under the 2004 Environmental Information Regulations and the Freedom of Information Act 2000.

3. Who will my data be shared with?

For purposes of administering, monitoring and evaluating your application and, if your application is successful, the grant, your personal data will be shared by us with:

- our contractor LTS International [or a similar replacement contractor];
- the Foreign and Commonwealth Office network of posts;
- Darwin Expert Committee / Darwin Plus Advisory Group / Illegal Wildlife Trade Advisory Group members (as appropriate);
- other governmental bodies (including FCO, DFID, Border Force, Home Office, Ministry of Defence);
- for Darwin Plus, UK Overseas Territory Governments;
- external experts in order to assess the suitability of the application for funding; and
- IT contractors for purposes of managing our website if you give your consent for us to include your personal data on our website.

4. If you are relying on my consent to process my data, can I withdraw my consent?

You have the right to withdraw consent at any time, where processing is based on your



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consent.
5. How long will my data be held for?
Your personal data will be kept by us for a period of up to 7 years after project end in line with the retention period for financial information, as this may be required for auditing purposes.
6. What will happen if I don't provide the data?
Failure to provide the personal data requested in the application form for grant funding would prevent proper assessment of your organisation's application and administration of the grant and would therefore render it invalid.
7. Will my data be used for automated decision-making or profiling?
The information you provide is not connected with individual decision making (making a decision solely by automated means without any human involvement) or profiling (automated processing of personal data to evaluate certain things about an individual).
8. Will my data be transferred outside of the EEA? If it will, how will it be protected?
We may send personal data included in the project proposals to British Embassies and High Commissions outside the UK, including those outside the European Economic Area. This will only include the Foreign and Commonwealth Office posts or, for Darwin Plus applicants, UK Overseas Territories Governments ("UKOTs"), for the countries/UKOTs you or your organisation has applied to work in. This is in order for them to assess the application and provide feedback to Defra on how well the project will meet the policy priorities for that country, and whether there is overlap with existing work. Prior to transferring your personal data to a country outside the European Economic Area in respect of which no adequacy decision by the European Commission is in place we will ensure suitable safeguards are in place. If you would like more information on such safeguards please contact the Defra Data Protection Manager.
9. What are my rights?
A list of your rights under the General Data Protection Regulation, the Data Protection Act 2018 (DPA 2018), is accessible at: https://ico.org.uk/for-organisations/guide-to-the-



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[general-data-protection-regulation-gdpr/individual-rights/](https://ico.org.uk/for-organisations/guide-to-the-general-data-protection-regulation-gdpr/individual-rights/)

10. How do I complain?

You have the right to lodge a complaint with the ICO (supervisory authority) at any time. Should you wish to exercise that right full details are available at: <https://ico.org.uk/for-organisations/guide-to-the-general-data-protection-regulation-gdpr/individual-rights/>

Personal Information Charter

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.