



Department
for Environment
Food & Rural Affairs



Commercial in Confidence

«PL»
«Org»
«Org_address»

Date: [Date]

Dear «PL»

Project Reference: «Project_Ref»

«Title»

I am writing to you on behalf of the Department for Environment, Food and Rural Affairs (the “**Department**”) regarding your recently approved application for funding to the Darwin Initiative. This letter sets out the terms and conditions of the grant agreement. A copy of these terms can also be found online at GOV.UK.

The terms of the grant agreement (the “**Grant Funding Agreement**”) between the Department and «Org» (the “**Grantee**”) are set out in this Grant Offer Letter, together with the Grant Acceptance Form and the terms and conditions of Grant available at the Darwin Forms and Guidance Portal (the “**Conditions of Grant**” which include all schedules and documents referred to in the terms and conditions).

Unless the context otherwise requires, phrases with capitals used in this Grant Offer Letter have the same meanings as in the Conditions of Grant.

The Department, in exercise of its powers to make grants, given under delegated authority from the Secretary of State for Environment, Food and Rural Affairs under the International Development Act 2002, hereby offers Grant Funding not exceeding £«**Darwin_funds**».00 (inclusive of any applicable VAT) (the “**Maximum Sum**”) in accordance with the terms of this Grant Funding Agreement.

For the purposes of the Grant Funding Agreement, the Department and the Grantee agree as follows:

The funding period shall commence on «**Startdate**» and expire on «**Enddate**» (the “**Funding Period**”).

The Project supported by the Grant is as specified in the final approved Grantee Application annexed to this letter, and any subsequently agreed changes made in accordance with the Conditions of Grant.

Special Conditions [(examples of special conditions)

Match Funding

[The offer of Grant Funding is conditional on you securing additional funding for the Approved Project from other sources as specified in the Grantee Application]]

Capital Spend Limit

The Capital spend allowed under the terms of the Grant Funding Agreement is limited to Expenditure on the items set out below:

Insert applicable items e.g.

- **Laptops for use by staff**
- **Printers]**

The Department has engaged LTS International as Grant Administrators to manage this Grant scheme on its behalf and LTS International is authorised to act on the Department's behalf in respect of this Grant Funding Agreement. All correspondence and notices for the Department should be sent to LTS International.

The contact details for correspondence and notices are:

The Department - care of LTS International:

LTS International

Pentlands Science Park, Bush Loan, Penicuik, EH26 0PL, Scotland

Attention: Darwin Projects

Email: darwin-projects@LTSI.co.uk

Telephone: +44 (0) 131 440 5181

Grantee:

«Org»

«Org_address»

Attention: «PL»

Email: «Email_address»

If you need to contact the Department direct, the grant manager is Siriol Leach

Email: Siriol.leach@defra.gov.uk

Acceptance of Offer

This Grant Offer Letter has been issued electronically by LTS International on behalf of the Department. If you are content to accept our offer please arrange for someone with delegated authority to complete the Grant Acceptance Form and the Supplier Form. Acceptance is required within 30 days from the date of this Grant Offer Letter. If we do not receive your acceptance within the deadline, our offer will lapse.

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

Linzi Ogden

LTS International, acting for Defra

ANNEX
GRANTEE APPLICATION

CONDITIONS OF GRANT

1. INTRODUCTION

- 1.1. These Conditions of Grant (referred to herein as “**these Conditions**”) are the conditions that apply to the Grantee receiving the Grant from the Department.
- 1.2. The Department and the Grantee have agreed that the Department will provide the Grant up to the Maximum Sum on condition that, and for as long as, the Grantee uses the Grant in accordance with this Grant Funding Agreement.
- 1.3. The Department makes the Grant to the Grantee on the basis of the Grantee Application.
- 1.4. The Parties confirm that it is their intention to be legally bound by this Grant Funding Agreement.
- 1.5. The Department has appointed a Grant Administrator, as identified in the Grant Award Letter, to manage the Grant on its behalf. Where reference is made in these Conditions to the Department, the first point of contact for the Grantee and to whom documents or notifications shall be sent on the Department’s behalf, is the Grant Administrator and the Grant Administrator may act on behalf of the Department.

2. DEFINITIONS AND INTERPRETATION

- 2.1. Where they appear in these Conditions:

Actual Grant Claim means the final Grant Claim issued by the Grantee at the end of the Financial Year specifying the actual spend for that Financial Year;

Advance Grant Claim means a Grant Claim issued by the Grantee on account of the advance payment in accordance with Schedule 1;

Agreed Outputs means the expected outputs and outcomes specified in the Grantee Application.

Asset means any assets that are to be purchased or developed using the Grant, including equipment or any other assets, which may include any Fixed Assets where 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 Grantee’s accounts;

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

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 of signature of the Grant Acceptance Form, on which the Grant Funding Agreement comes into effect;

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;
- (b) any information developed by the Parties in the course of delivering the Funded Activities;
- (c) the Department Personal Data; and
- (d) any information derived from any of the above.

Confidential Information does not include information which:

- (a) was public knowledge at the time of disclosure (otherwise than by breach of Condition 11;
- (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 Department) as defined in regulation 2 of the Public Contracts Regulations 2015 (as amended);

Controller and Processor have the meaning given in the 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 Government 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;

Darwin Forms and Guidance Portal means the online depository of Forms, templates and guidance for projects funded by the Darwin Initiative, available at <https://www.darwininitiative.org.uk/resources-for-projects;>

Data Loss Event: any event that results, or may result, in unauthorised access to Personal Data held by a Party under these Conditions, and/or actual or potential loss and/or destruction of Personal Data in breach of these Conditions, including any Personal Data Breach (as such term is defined in the GDPR).

Data Protection Legislation means (i) the GDPR, and any applicable national implementing Law as amended from time to time (ii) the Data Protection Act 2018 to the extent that it relates to the processing of Personal Data and privacy (iii) all applicable Law about the processing of Personal Data and privacy;

Department means the Secretary Of State for Environment, Food And Rural Affairs, whose principal address is at the Department for Environment, Food and Rural Affairs, Nobel House, 17 Smith Square, London SW1P 3JR;

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;

Domestic Successor means, as the context requires, either:

- (a) a body that takes over the functions of the EU Commission in the UK on the date the UK withdraws from the European Union; or
- (b) the relevant courts in England which take over the functions of the Court of Justice of the European Union in England on the date the UK withdraws from the European Union;

Duplicate Funding means funding provided by any third party to the Grantee for the same purpose as the Grant, but that has not been declared to the Department;

Eligibility Criteria mean the Department's selection criteria used to determine who is eligible to receive grants;

Eligible Expenditure means the payments made by the Grantee making use of the Grant for the purposes of delivering the Project which comply in all respects with these Conditions and the Financial Information Guidance;

EIR means the Environmental Information Regulations 2004;

Event of Default means an event or circumstance as defined by Condition 26.1;

Financial Information Guidance means the document titled "Financial Information: Applying for funding and running your project" available at the Darwin Forms and Guidance Portal;

Financial Year means from 1 April to 31 March;

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

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;

Funding Period means the period for which the Grant is awarded as set out in the Grant Offer Letter;

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

Grant means the sum or sums the Department will pay to the Grantee in accordance with Condition 4 and subject to the provisions set out at Condition 26;

Grant Administrator means the contractor responsible for managing the Grant on the Department's behalf as identified in the Grant Offer Letter (as may be replaced from time to time by notice to the Grantee in writing);

Grant Claim means a Grant Claim in the relevant form specified at <http://www.darwininitiative.org.uk/resources-for-projects/claim-forms>, submitted by the Grantee for payment of the Grant, which may be an Advance Grant Claim or an Actual Grant Claim;

Grant Funding Agreement comprises of:

- (a) the Grant Acceptance Form and Supplier Form;
- (b) the Grantee Application;
- (c) any special conditions contained in the Grant Offer Letter;
- (d) the Conditions of Grant; and
- (e) the Schedules to the Conditions of Grant and any documents incorporated into the Conditions of Grant by reference.

Grant Offer Letter means the grant award offer letter the Department issued to the Grantee;

Grantee Application means the final approved application form and budget submitted by the Grantee in respect of the Project as annexed to the Grant Offer Letter and any amendments to this as may be made from time to time in accordance with Condition 3.

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 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 (whether or not registered) and including applications for any of the above 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 Grantee or its Representatives relating to the Project 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);

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

Law means any 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;

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

Match Funding means any contribution to the Project by the Grantee or from a third party to the Grantee 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;

Material Breach means a breach of this Grant Funding Agreement (including an anticipatory breach) that is not minimal or trivial in its consequences;

Maximum Sum means the maximum amount of the Grant that the Department will provide to the Grantee for the Project subject always to Condition 26;

Party means the Department or Grantee and **Parties** means each Party together;

Personal Data has the meaning given to it in the GDPR;

Privacy Notice means the privacy information published by the Department in respect of its processing of personal data in connection with this Grant Funding Agreement, published at the following webpage: <https://www.gov.uk/government/publications/illegal-wildlife-trade-challenge-fund-application-round/privacy-notice>

Prohibited Act means:

- (a) directly or indirectly offering, giving or agreeing to give to any servant of the Department 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:
 - (iii) under the Bribery Act;
 - (iv) under legislation creating offences in respect of fraudulent acts; or
 - (v) 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 Department or the Crown;

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;

Project means the activities for which the Grant has been awarded as identified in the Grant Offer Letter;

Project Methodology means the project methodology specified in the Grantee Application;

Project Partner means any Third Party and/or partner involved in the Project, to be specified in the Grantee Application;

Project Timetable means the project timetable contained in the Grantee Application;

Publication means any announcement, comment or publication of any publicity material by the Grantee concerning the Project or the Department;

Remedial Action Plan means the plan of action submitted by the Grantee to the Department following an Event of Default pursuant to the Rectification Plan process set out in Conditions 26.4 to 26.8;

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 Grantee to a Third Party where no legal obligations exist for the payment and/or other extra-contractual expenditure. Special Payments may include, but are not limited to, out-of-court settlements, compensation or additional severance payments to the Grantee's employees;

State Aid Law means the law embodied in Article 107-109 of section 2, Title VII of the Common Rules on Competition, Taxation and Approximation of Laws – Consolidated Versions of the Treaty on European Union and the Treaty for the Functioning of the European Union or any Domestic Law which replaces such State Aid Law following the UK's exit from the European Union;

Statement of Grant Usage means a statement to be provided in accordance with Condition 8.1 in the form prescribed by Schedule 2;

Supplier Form means the supplier set-up form available at the Darwin Forms and Guidance Portal;

Third Party means any person or organisation other than the Grantee or the Department;

Unspent Money means any money paid to the Grantee 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 this Grant Funding Agreement;

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. references to "**use**" of the Grant (whether as a noun or a verb) include committing, awarding, applying, spending or otherwise using or permitting the use of the Grant;
 - 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 these Conditions and the schedules to these Conditions and references in any Schedule to parts, paragraphs and tables are, unless otherwise provided, references to the parts, paragraphs 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 will be resolved in accordance with the following order of precedence:
- (a) any special conditions contained in the Grant Offer Letter;
 - (b) the Conditions of Grant;
 - (c) Grantee Application and grant budget;
 - (d) the Grant Acceptance Form;
 - (e) the Schedules to the Conditions of Grant and any appendices attached to those Schedules; and
 - (f) any documents incorporated into the Conditions of Grant by reference.

3. DURATION AND PURPOSE OF THE GRANT

- 3.1. The Funding Period is as set out in the Grant Offer Letter, unless terminated earlier in accordance with this Grant Funding Agreement.
- 3.2. The Grantee will ensure that the Project starts in accordance with the project start date set out in the Grant Offer Letter.
- 3.3. The Grantee must use the Grant solely for the delivery of the Project as agreed in the Grantee Application and any subsequent changes to the Grantee Application made in accordance with Condition 3.5 to 3.7.
- 3.4. The Grant must be spent in line with the Project budget set out in the Grantee Application and any subsequent approved changes. Unspent Money cannot be carried forward from one Financial Year to another and overspends are not permitted.

- 3.5. The Grantee may not make any changes to the Project without the Department's prior written consent. Changes include, without limitation:
 - 3.5.1. any changes to the Project principals for which CVs were submitted with the Grantee Application;
 - 3.5.2. any changes to the identity of a Project Partner receiving any funding from the Grant; and
 - 3.5.3. re-allocation of spend between budget lines specified in the Grantee Application, save that up to 10% of spend may be re-allocated between budget lines within any individual Financial Year without prior approval provided the total annual budget is not exceeded;
 - 3.5.4. any changes to the Project's logical framework, where such framework is specified in the Grantee Application.
- 3.6. Any change request shall be made by the Grantee by submitting to the Department the completed change request form, available at the Darwin Forms and Guidance Portal .
- 3.7. If the Department wishes to make a change to the Project (including, for example, reducing the Grant or removing some of the Project from the Grant) it may do so at any time on one month's written notice to the Grantee.
- 3.8. The Grantee will apply for grant funding for a further project under a subsequent funding round under the Darwin Initiative, within two rounds of this funding round, unless agreed otherwise with the Department.

4. PAYMENT OF GRANT

- 4.1. Subject to the remainder of this Condition 4 the Department will pay the Grantee a total amount not exceeding the Maximum Sum. All payments of the Grant are calculated solely in pounds sterling (GBP/£).
- 4.2. The payments will be made in instalments in accordance with the payment schedule specified in Schedule 1 and in accordance with and subject to the specific payment procedures and conditions of payment set out in Schedule 1.
- 4.3. The Grantee must provide bank account details to the Grant Administrator that must be verified for means of electronic payment. The Grantee must include the relevant Project Reference on all claims. The Grant must either be paid into a separate bank account in the name of the Grantee which must be an ordinary business bank account or be clearly identified as restricted funds specific to this project. It is good practice for at least two individual Representatives of the Grantee to sign or otherwise expressly authorise all cheques from the bank account.
- 4.4. The signatory must be the chief finance officer or someone with proper delegated authority. Any change of bank details must be notified to the Grant Administrator immediately by re-submission of the Supplier Form, signed by an approved signatory. Any change of signatory must be notified to the Grant Administrator as soon as known by submission of the "New/amendment to signatory panel" form available in the Darwin Forms and Guidance Portal.
- 4.5. The Grant represents the Maximum Sum which the Department will pay to the Grantee under this Grant Funding Agreement. The Maximum Sum will not be increased in the event of any overspend by the Grantee in its delivery of the Project. The Grantee agrees that the Maximum Sum is the amount agreed as the GBP value, at the Commencement Date. Where it is more efficient to pay the Grant in a foreign currency, the Department may do so, however, the Grant amount will still be that agreed in GBP as at the Commencement Date

- 4.6. The Department will only pay each instalment of the Grant to the Grantee provided that the Department is satisfied that the Grantee has provided a sufficient level of assurance to demonstrate that the Grant will be used for Eligible Expenditure. The Department will be deemed to be satisfied that the Grantee has provided a sufficient level of assurance as required above from the Commencement Date and throughout the Funding Period unless it otherwise notifies the Grantee that it has reasonable grounds for suspecting that the Grant is or may not be being used for Eligible Expenditure in accordance with this Grant Funding Agreement and for as long as the Grantee fails to give any satisfactory assurance to the contrary.
- 4.7. The Grantee agrees that:
- 4.7.1. it will not apply for or obtain Duplicate Funding in respect of any part of the Project which has been paid for in full using the Grant;
- 4.7.2. the Department may refer it to the police should it dishonestly and intentionally obtain Duplicate Funding for the Project;
- 4.7.3. the Department will not make the first payment of the Grant and/or any subsequent payments of the Grant unless or until, the Department is satisfied that:
- (i) the Grantee will use the Grant payment for Eligible Expenditure only; and
 - (ii) if applicable, any previous Grant payments have been used for the Project or, where there is any Unspent Money, have been repaid to the Department.
- 4.8. The Grantee must submit a valid Grant Claim on the relevant fully completed form (for an Advance Grant Claim or Actual Grant Claim as applicable) in order to receive any payment of the Grant in accordance with Schedule 1. If requested by Department or the Grant Administrator in respect of an Actual Grant Claim, the Grantee will submit all such records and information as the Department may require, including (without limitation) details and evidence of expenditure incurred and the activities undertaken within each programme or programmes of work and such other information as is necessary to enable verification of the information and the amounts referred to in the Actual Grant Claim. The Grantee must include the relevant Project Reference number on all Grant Claims.
- 4.9. Unless otherwise stated in these Conditions, payment of the Grant will be made within 30 days of the Department approving the Grantee's Grant Claim. Payment of the final Grant Claim will only be made once the Department has verified the final report submitted in accordance with Condition 7.3.3 and, if applicable, the audit statement and the final Grant Claim may therefore not be paid by the Department for several months after the Project ends.
- 4.10. The Department will have no liability to the Grantee for any Losses caused by a delay in the payment of a Grant Claim for whatever reason.
- 4.11. The Department reserves the right not to pay any Grant Claims not submitted within the period set out in Schedule 1 or Grant Claims which are incomplete, incorrect or submitted without any supporting information or documentation requested by the Department pursuant to Condition 4.8.
- 4.12. The Grantee must promptly notify and repay immediately to the Department any money incorrectly paid to it either as a result of an administrative error or otherwise. This includes (without limitation) situations where the Grantee is paid in error before it has complied with its obligations under the Grant Funding Agreement. Any sum which falls due under this Condition 4.12, falls due immediately. If the Grantee fails to repay the due sum immediately or within any timeframe specified by the Department the sum will be recoverable summarily as a civil debt.

- 4.13. Where the Grantee enters into a contract with a Third Party in connection with the Project, the Grantee will remain responsible for paying that Third Party. The Department has no responsibility for paying Third Party claims.
- 4.14. Onward payment of the Grant and the use of sub-contractors does not relieve the Grantee of any of its obligations under the Grant Funding Agreement, including any obligation to repay the Grant.
- 4.15. The Grantee may not retain any Unspent Money without the Department's prior written permission.
- 4.16. If at the end of the relevant Financial Year there is any Unspent Money, the Grantee must repay such Unspent Money to the Department within a period of no more than 30 days of the Department's request for repayment.

5. ELIGIBLE AND INELIGIBLE EXPENDITURE

- 5.1. The Department will only pay the Grant in respect of Eligible Expenditure incurred by the Grantee to deliver the Project and the Grantee will use the Grant solely for delivery of the Project.

Eligible Expenditure

- 5.2. The following costs/payments will be classified as Eligible Expenditure if incurred for the purposes of the Project:
 - 5.2.1. Up to a maximum of £2,000 for fees charged or to be charged to the Grantee by 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 Project. To avoid doubt, Eligible Expenditure does not include the Grantee 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';
 - 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 Grantee may not in any circumstances claim the following non-exhaustive list as Eligible Expenditure:
 - 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. input VAT reclaimable by the Grantee from HMRC;
- 5.3.6. payments for activities of a political or exclusively religious nature;
- 5.3.7. contributions in kind;
- 5.3.8. interest payments or service charge payments for finance leases;
- 5.3.9. statutory fines, criminal fines or penalties, civil penalties, damages or any associated legal costs;
- 5.3.10. payments for works or activities which the Grantee, or any member of their partnership has a statutory duty to undertake, or that are fully funded by other sources;
- 5.3.11. bad debts to related parties;
- 5.3.12. redundancy payments, payments for unfair dismissal or other compensation;
- 5.3.13. depreciation, amortisation or impairment of assets owned by the Grantee;
- 5.3.14. the acquisition or improvement of Assets by the Grantee except to the extent explicitly permitted in the Grant Offer Letter;
- 5.3.15. liabilities (including contingent liabilities) incurred before the commencement of the Grant Funding Agreement unless expressly agreed in writing by the Department;
- 5.3.16. overheads allocated or apportioned at rates materially in excess of those used for any similar activity work carried out by the Grantee;
- 5.3.17. activities that result in commercial gain or profit or any profit element for the Grantee. 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;
- 5.3.18. interest charges;
- 5.3.19. service charges arising on finance leases, hire purchase and credit arrangements;
- 5.3.20. costs involved in winding up a company;
- 5.3.21. payments into private pension schemes or for unfunded pensions;
- 5.3.22. 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;

- 5.3.23. 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);
 - 5.3.24. travel and subsistence that would give rise to a taxable benefit were the cost to be incurred by, but not borne by, an individual;
 - 5.3.25. reclaimable VAT and any other tax (except PAYE);
 - 5.3.26. late payment charges for credit or charge cards and costs resulting from the deferral of payments to creditors;
 - 5.3.27. any liability arising out of negligence on the part of the Grantee or its Representatives, sub-contractors and agents;
 - 5.3.28. 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;
 - 5.3.29. purchase of land or the purchase and/or construction of buildings (unless the relevant purchase and/or construction is explicitly identified in the Grant Offer Letter as being within the scope of the Project);
 - 5.3.30. arms and ammunition
 - 5.3.31. any items whose trade is prohibited under, or is otherwise not in compliance with, the Convention on International Trade in Endangered Species;
 - 5.3.32. any other items which are sourced or used otherwise than legally and in accordance with all applicable national and international laws and treaties.
- 5.4. Notwithstanding the foregoing, to the extent that an activity is explicitly authorised as Eligible Expenditure, it will be deemed to be authorised notwithstanding that it otherwise falls within the definition of Ineligible Expenditure.

6. [NOT USED]

7. MONITORING AND REPORTING

- 7.1. The Grantee shall closely monitor the delivery and success of the Project throughout the Funding Period to ensure that the aims and objectives of the Project are achieved and shall act in accordance with any monitoring and evaluation plan specified in the Grantee Application.
- 7.2. The Grantee will provide the Department with all reasonable assistance and co-operation in relation to any ad hoc information, explanations and documents as the Department may require, from time to time, so the Department may establish if the Grantee has used the Grant in accordance with this Grant Funding Agreement.
- 7.3. The Grantee shall provide the Department with a short report when submitting an application for Project funding pursuant to Condition 3.8 in a subsequent Darwin Initiative grant round.
- 7.4. The reports provided pursuant to Condition 7.3 shall:

- 7.4.1. report on the progress made towards achieving the Agreed Outputs including an appropriate level of evidence of Project activities to allow an independent reviewer to evaluate progress. Where possible, the report will quantify what has been achieved by reference to the Project targets;
 - 7.4.2. if relevant, provide details of any Assets either acquired or improved using the Grant; and
 - 7.4.3. be submitted according to the guidelines and in the format provided by the Department, which are available at the Darwin Forms and Guidance Portal.
- 7.5. The Grantee shall 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 providing information about Project legacy after the Project has ended.
- 7.6. The Grantee will permit any person authorised by the Department reasonable access, with or without notice, to its employees, agents, premises, facilities and records, for the purpose of discussing, monitoring and evaluating the Grantee's fulfilment of its obligations under the Grant Funding Agreement and will, if so required, provide appropriate oral or written explanations to such authorised persons as required during the Funding Period.
- 7.7. The Grantee will notify the Department as soon as reasonably practicable of:
- 7.7.1. 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
 - 7.7.2. actual or potential variations to the Eligible Expenditure set out in the Grantee Application and/or any event which materially affects the continued accuracy of such information.
- 7.8. The Grantee represents and undertakes (and is deemed to repeat such representations on delivery of each of its reports):
- 7.8.1. that the reports and information it gives pursuant to this Condition 7 are accurate;
 - 7.8.2. that it has diligently made full and proper enquiry of the matter pertaining to the reports and information given; and
 - 7.8.3. 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.

8. AUDITING AND ASSURANCE

- 8.1. If the Maximum Sum is £100,000 or more, at the end of the Funding Period the Grantee will provide the Department with independent assurance that the Grant has been spent in accordance with the terms of the Grant Funding Agreement. To satisfy this requirement the Grantee will, within 6 months of the end of the Funding Period, provide a Statement of Grant Usage in the form prescribed by Schedule 2 showing that the Grant has been certified by an independent and appropriately qualified auditor or independent examiner.

- 8.2. If the Maximum Sum is under £100,000 Condition 8.1 does not apply, however the Grantee must ensure the Grant is spent in accordance with the terms of the Grant Funding Agreement and that it is able to demonstrate compliance with this Grant Funding Agreement.
- 8.3. The Department may, at any time during and up to seven years after the end of the Grant Funding Agreement, conduct audit spot checks, additional audits or request additional information where the Department considers it necessary. The Grantee agrees to grant the Department or its Representatives access, as required, to all Project sites and relevant records. The Grantee will ensure that necessary information and access rights are explicitly included within all arrangements with its Project Partners.
- 8.4. If the Department requires further information, explanations and documents, in order for the Department to establish that the Grant has been used properly in accordance with the Grant Funding Agreement, the Grantee will, within 5 Working Days of a request by the Department, provide the Department, free of charge, with the requested information.
- 8.5. The Grantee must:
- 8.5.1. if Condition 8.1 applies, nominate an independent auditor or independent examiner to verify the final statement of expenditure and income submitted to the Department;
 - 8.5.2. if Condition 8.1 applies or if requested by the Department, identify separately the value and purpose of the Grant Funding in its audited accounts and its annual report; and
 - 8.5.3. maintain a record of internal financial controls and procedures and provide the Department with a copy if requested.
- 8.6. The Grantee must retain all invoices, receipts, accounting records and any other documentation (including but not limited to correspondence) relating to the Eligible Expenditure and all income generated by the Project whether during or after the Funding Period for a period of 7 years from the date on which the Funding Period ends.
- 8.7. The Grantee must ensure that all its Project Partners receiving any funding from the Grant retain each record, item of data and document relating to the Project for a period of seven years from the date on which the Funding Period ends.
- 8.8. The Grantee will promptly provide revised forecasts of income and expenditure:
- 8.8.1. when these forecasts for any Financial Year increase or decrease by more than 10% of the original expenditure forecasts; and/or
 - 8.8.2. at the request of the Department.
9. **FINANCIAL MANAGEMENT AND PREVENTION OF BRIBERY, CORRUPTION, FRAUD AND OTHER IRREGULARITY**
- 9.1. The Grantee will 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 Grantee 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.
- 9.3. All cases of fraud or theft (whether proven or suspected) relating to the Project must be notified to the Grant Administrator as soon as they are identified. The Grantee must explain to the Grant Administrator what steps are being taken to investigate the irregularity and must keep the Grant Administrator informed about the progress of any such investigation. The Grant Administrator

may then request their referral (which the Grantee is obliged to carry out) to external auditors or other third parties as required.

- 9.4. The Department will have the right, at its absolute discretion, to insist that the Grantee addresses any actual or suspected fraud, theft or other financial irregularity and/or to suspend future payment of the Grant to the Grantee. Any grounds for suspecting financial irregularity includes what the Grantee, acting with due care, should have suspected as well as what it actually proven.
- 9.5. The Grantee agrees and accepts that it may become ineligible for grant support and may be required to repay all or part of the Grant if it engages in tax evasion or aggressive tax avoidance in the opinion of HMRC.
- 9.6. For the purposes of Condition 9.4 “financial irregularity” includes (but is not limited to) potential fraud or other impropriety, mismanagement, and the use of the Grant for any purpose other than those stipulated in the Grant Funding Agreement. The Grantee may be required to provide statements and evidence to the Department or the appropriate organisation as part of pursuing sanctions, criminal or civil proceedings.

10. **CONFLICTS OF INTEREST**

- 10.1. Neither the Grantee 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 Grantee must have and 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 Grantee must treat all Confidential Information belonging to the Department as confidential and must not disclose any Confidential Information belonging to the Department to any other person without the prior written consent of the Department, except to such persons who are directly involved in the provision of the Project and who need to know the information.
- 11.2. The Grantee gives its consent for the Department to publish the Grant Funding Agreement in any medium in its entirety (but with any information which is Confidential Information belonging to the Department or the Grantee redacted), including from time to time agreed changes to the Grant Funding Agreement.
- 11.3. Nothing in this Condition 11 prevents the Department disclosing any Confidential Information obtained from the Grantee:
 - 11.3.1. for the purpose of the examination and certification of the Department’s accounts; or pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Department has used its resources; or
 - 11.3.2. to any government department, consultant, contractor or other person engaged by the Department, provided that in disclosing information under the Department 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 Department and the Grantee 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 Grantee 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 Department, the Grantee will provide reasonable assistance and cooperation to enable the Department to comply with its information disclosure obligations under the Information Acts.

13.3. On request from the Department, the Grantee will provide the Department with all such relevant documents and information relating to the Grantee's data protection policies and procedures as the Department may reasonably require.

13.4. The Grantee acknowledges that the Department, acting in accordance with the codes of practice issued and revised from time to time under the Information Acts, may disclose information concerning the Grantee and the Grant Funding Agreement without consulting the Grantee.

13.5. 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. Notwithstanding any other provision in the Grant Funding 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.

14. **DATA PROTECTION AND PUBLIC PROCUREMENT**

Data Protection

14.1. The Grantee and the Department will comply at all times with their respective obligations under Data Protection Legislation.

14.2. The Grantee agrees that it is the Controller of any Personal Data processed by it pursuant to the Project and must comply with the provisions set out in this Condition 14.

14.3. To the extent that the Grantee and the Department 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:

14.3.1. must comply with the applicable Data Protection Legislation in respect of their processing of such Personal Data;

14.3.2. will be individually and separately responsible for its own compliance;

- 14.3.3. do not and will not Process any Personal Data as Joint Controllers; and
- 14.3.4. will, at their own cost, enter 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 legal assistance) in so complying.
- 14.4. Each Party will:
- 14.4.1. ensure that its provision of Personal Data to the other Party is in compliance with the Data Protection Legislation (including by ensuring all required fair processing information has been given to affected Data Subjects, specifically the Privacy Notice); and
- 14.4.2. ensure that it only shares Personal Data with the other Party to the extent required in connection with the Project.
- 14.5. Each Party will, with respect to its processing of Personal Data, 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 GDPR, and the measures must, as a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the GDPR. These measures may, without limitation, include: embedding of "Terms of Use" into software licences; restricting functions of software pending accreditation of human-rights compliance training; building-in lock-down functions; and keeping of audit logs. Where Personal Data relating to informer networks is processed the Grantee shall (subject to compliance with Data Protection Legislation) securely transfer it to national and/or international enforcement agencies (e.g. Interpol) for storage, as agreed in the Grantee Application, and such Personal Data shall not be retained by NGOs.
- 14.6. The Grantee agrees that the Department and its Representatives may use Personal Data which the Grantee provides about its staff and partners involved in the Project to exercise the Department's rights under this Grant Funding Agreement and or to administer the Grant or associated activities. Furthermore, the Department agrees that the Grantee and its Representatives may use Personal Data which the Department provides about its staff involved in the Project to manage its relationship with the Department.
- 14.7. Where a Party (the "**Data Receiving Party**") receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data shared pursuant to this Grant Funding Agreement:
- 14.7.1. the other Party must provide any information and/or assistance as reasonably requested by the Data Receiving Party to help it respond to the request or correspondence, at the Data Receiving Party's cost; or
- 14.7.2. where the request or correspondence is directed to the other Party and/or relates to the other Party's Processing of the Personal Data, the Data Receiving Party will:
- a) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and must forward such request or correspondence to the other Party; and
- b) provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.

- 14.8. Each Party must promptly notify the other upon it becoming aware of any Data Loss Event relating to Personal Data provided by the other Party pursuant to this Grant Funding Agreement and must:
- 14.8.1. do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Data Loss Event;
 - 14.8.2. implement any measures necessary to restore the security of any compromised Personal Data;
 - 14.8.3. work with the other Party to make any required notifications to the UK Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and
 - 14.8.4. not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.
- 14.9. The Department and the Grant Recipient must not retain or process Personal Data for longer than is necessary to perform the respective obligations under this Grant Funding Agreement.

Public Procurement

- 14.10. The Grantee will ensure that any of its Representatives and Project Partners involved in the Project 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. Where the Grantee is a Contracting Authority within the meaning of the Procurement Regulations, the Grantee will comply with the Procurement Regulations when procuring goods and services in connection with the Grant Funding Agreement.

15. INTELLECTUAL PROPERTY RIGHTS

- 15.1. Intellectual Property in all IPR Material will be the Property of the Grantee. 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.
- 15.2. The Grantee shall grant to the Department and to Project Partners a non-exclusive irrevocable and royalty-free, sub-licensable, worldwide licence to use all the IPR Material for the purpose of supporting the Project and other projects. For the avoidance of doubt, the Department is permitted to make such IPR Material freely available under the terms of an Open Government Licence, subject always to Condition 15.1.
- 15.3. Ownership of third party software or other IPR necessary to deliver Project will remain with the relevant Third Party.
- 15.4. The Grantee must ensure that it has obtained the relevant agreement of the Third Party owner before any additions or variations are made to the standard 'off-the-shelf' versions of any third party software and other IPR. The Grantee will be responsible for obtaining and maintaining all appropriate licences to use the Third Party software.

16. SAFEGUARDING

- 16.1. The Grantee will take all reasonable steps to prevent the sexual exploitation, abuse and harassment of any person linked to the Project and/or this Grant Funding Agreement. This shall include, without limitation, that the Grantee will:
- 16.1.1. 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;
 - 16.1.2. maintain a detailed register of safeguarding issues raised and how they were dealt with;
 - 16.1.3. 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;
 - 16.1.4. share its safeguarding policy with Representatives or Third Parties involved in the Project;
 - 16.1.5. maintain a whistle-blowing policy which protects whistle blowers from reprisals and includes clear processes for dealing with concerns raised;
 - 16.1.6. maintain a code of conduct for staff and volunteers that sets out clear expectations of behaviours - inside and outside the work place - and make clear what will happen in the event of non-compliance or breach of these standards; and
 - 16.1.7. 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.
- 16.2. The Grantee shall provide to the Department, on the Department’s request, any documents maintained pursuant to Condition 16.1 and/or evidence of compliance with the requirements of Condition 16.1.
- 16.3. The Department has a zero tolerance approach towards sexual exploitation, abuse and harassment. The Grantee will immediately contact the Department 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 Grantee 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.
- 16.4. The Grantee 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 Department or the reputation of the Department or UK aid. For example, events that affect the governance or culture of the Grantee, such as those related to senior management, must be reported.
- 16.5. The Grantee will fully co-operate with investigations into any credible suspicions of, or actual incidents of sexual exploitation, abuse or harassment, whether led by the Department or any of its duly authorised Representatives.

17. ENVIRONMENTAL REQUIREMENTS

- 17.1. The Grantee must 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.
- 17.2. The Grantee must 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.
- 17.3. The Grantee must 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 must be notified in advance of their use.
- 17.4. The Grantee must endeavour to reduce fuel emissions wherever possible.

18. **ASSETS**

Inventory of the Assets

- 18.1. Subject to any special conditions in the Grant Offer Letter, the Grantee must agree in advance with the Department any plans to purchase or improve any Fixed Assets at a cumulative cost exceeding £1,000 and must keep a register of all Fixed Assets acquired or improved at an individual cost exceeding £1,000, 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 £1,000 authorisation is not required, but the Asset should as appropriate be recorded on the fixed asset register.
- 18.2. Assets purchased with any Grant Money must only be used for delivery of the Project.
- 18.3. For each entry in the register the following particulars must be shown where appropriate:
 - 18.3.1. date of acquisition or improvement;
 - 18.3.2. description of the Asset;
 - 18.3.3. cost, net of recoverable VAT;
 - 18.3.4. location of the Asset;
 - 18.3.5. serial or identification numbers;
 - 18.3.6. location of the title deeds;
 - 18.3.7. date of any Disposal;
 - 18.3.8. depreciation/amortisation policy applied;
 - 18.3.9. proceeds of any Disposal net of VAT; and
 - 18.3.10. the identity of any person to whom the Asset has been transferred or sold.

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

Disposal of Assets

- 18.5. Where the Grantee uses any of the Grant to develop, improve or purchase any Assets, the Grantee must ensure that the Assets are maintained in good condition over the Asset Owning Period.
- 18.6. Assets purchased or improved using the Grant shall be owned by the Department until ownership is transferred disposed or is otherwise agreed in writing by the Department. The Department reserves the right to determine the outcome of any Asset created as a result of the Project or purchased with the Grant. Any Assets purchased or improved using the Grant must be used for the benefit of the Project and any such Assets that have a longer life than the Project, and which are directly relevant to the sustainability of the Project, must remain available to the Project Partners, local communities and/or stakeholders, to ensure that ongoing work is possible.
- 18.7. The Grantee 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, where such disposal means that the Assets are no longer available for the Project, without the prior written consent of the Department. If the Department grants consent to the Disposal, such consent may be subject to satisfaction of certain conditions, to be determined by the Department.
- 18.8. If the Grantee disposes of any Asset without the prior written consent of the Department, the Grantee must use all reasonable endeavours to achieve the market price for the Assets and must pay to the Department 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 Department may at its discretion allow the Grantee to keep all or a part of the relevant proceeds where:
- 18.8.1. the sale of the Assets takes place after the end of the Asset Owning Period;
 - 18.8.2. the proceeds of sale are to be applied directly to the purchase by the Grantee of assets that are equivalent to or replacements for the Assets; or
 - 18.8.3. the Department is otherwise satisfied that the Recipient will apply those proceeds for purposes related to the Project.
- 18.9. The Grantee must hold the proceeds from the Disposal of any Asset on trust for the Department.

Charging of any Asset

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

19. INSURANCE

- 19.1. The Grantee will during the term of the Funding Period and the subsequent Financial Year and for a further seven years after termination or expiry of this Grant Funding Agreement, 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 Project or the Grant Funding Agreement.

19.2. The Grantee will upon request produce to the Department its policy or policies of insurance or where this is not possible, a certificate of insurance issued by the Grantee 's insurance brokers confirming the insurances are in full force and effect together with confirmation that the relevant premiums have been paid.

20. **ASSIGNMENT**

20.1. The Grantee will 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 Department's prior approval.

20.2. Any approval given by the Department will be subject to a condition that the Grantee has first entered into a Grant Funding Agreement, authorised by the Department, requiring the Grantee to work with another organisation in delivering the Project.

21. **SPENDING CONTROLS – MARKETING, ADVERTISING, COMMUNICATIONS AND CONSULTANCY**

21.1. The Grantee must provide evidence that any marketing, advertising, communications and consultancy expenditure carried out in connection with, or using the Grant will deliver measurable outcomes that meet government objectives to secure value for money.

22. **LOSSES, GIFTS AND SPECIAL PAYMENTS**

22.1. The Grantee must obtain prior written consent from the Department before:

22.1.1. writing off any debts or liabilities;

22.1.2. offering to make any Special Payments; and

22.1.3. giving any gifts.

in connection with this Grant Funding Agreement.

22.2. The Grantee will keep a record of all gifts, both given and received, in connection with the Grant or any Project.

23. **BORROWING**

23.1. In accordance with Condition 18.10 and this Condition 23, the Grantee must obtain prior written consent from the Department before:

23.1.1. borrowing or lending money from any source in connection with the Grant Funding Agreement; and

23.1.2. giving any guarantee, indemnities or letters of comfort that relate to the Grant Funding Agreement, or have any impact on the Grantee's ability to deliver the Project set out in the Grant Funding Agreement.

Notwithstanding the foregoing, the Department's written consent is not required in respect of any activities approved in the Grantee Application.

24. PUBLICITY

- 24.1. The Grantee gives consent to the Department to publicise in the press or any other medium the Grant and details of the Project using any information gathered from the Grantee Application and/or any monitoring reports submitted to the Department in accordance with Condition 6, but excluding any Confidential Information marked as confidential by the Grantee.
- 24.2. The Grantee will comply with all reasonable requests from the Department to facilitate visits, provide reports, statistics, photographs and case studies that will assist the Department in its promotional and fundraising activities relating to the Illegal Wildlife Trade Challenge Fund and the Project.
- 24.3. The Department consents to the Grantee carrying out reasonable publicity about the Grant and the Project from time to time provided that:
 - 24.3.1. the Grantee notifies the Department of any UK media/news stories before they are published (and whenever feasible at least seven days before they are published) at newsdesk@defra.gov.uk, copied to the Grant Administrator;
 - 24.3.2. the Grantee shall promptly comply with any request from the Department to remove or amend content;
 - 24.3.3. the Grantee includes an acknowledgement that the Project has been funded by the Darwin Initiative in any materials that refer to the Project and in any written or spoken public presentations about the Project. Such acknowledgement will, in all written reports and publications state: “funded by the UK Government through “The Darwin Initiative”;
 - 24.3.4. where part of a larger programme, the Project is easily identifiable; and
 - 24.3.5. where logos of participating partners and / or donors are used, the UK Aid logo must also be displayed. See GOV.UK for terms of use of the UK Aid logo: <https://www.gov.uk/government/publications/uk-aid-standards-for-using-the-logo>.
- 24.4. If using the Department's name and logo or the UK Aid logo, the Grantee will comply with all reasonable branding guidelines issued by the Department from time to time.

25. CHANGES TO THE DEPARTMENT'S REQUIREMENTS

- 25.1. The Department will notify the Grantee of any changes to their activities, which are supported by the Grant.
- 25.2. The Grantee will accommodate any changes to the Department's needs and requirements under these Conditions.

26. CLAWBACK, EVENTS OF DEFAULT, TERMINATION AND RIGHTS RESERVED FOR BREACH AND TERMINATION

Events of Default

- 26.1. The Department may exercise its rights set out in Condition 26.3 if any of the following events occur:
 - 26.1.1. the Grantee uses the Grant for a purpose other than the Project;
 - 26.1.2. the Grantee fails to comply with its obligations under the Grant Funding Agreement, which is material in the opinion of the Department;

- 26.1.3. where delivery of the Project do not start within three(3) months of the Project start date specified in the Grant Offer Letter and the Grantee fails to provide the Department with a satisfactory explanation for the delay, or failed to agree a new date on which the Project must start with the Department;
- 26.1.4. the Grantee uses the Grant for Ineligible Expenditure;
- 26.1.5. the Grantee fails, in the Department's opinion, to make satisfactory progress with the Project and in particular, with meeting the outputs specified in the Grantee Application;
- 26.1.6. the Grantee fails to:
- (i) submit an adequate Remedial Action Plan to the Department following a request by the Department pursuant to Condition 26.3.4 or Condition 6.2.3 or;
 - (ii) improve delivery of the Project in accordance with the Remedial Action Plan approved by the Department;
- 26.1.7. the Grantee is, in the opinion of the Department, delivering the Project in a negligent manner (in this context negligence includes but is not limited to failing to prevent or report actual or anticipated fraud or corruption);
- 26.1.8. the Grantee fails to declare Duplicate Funding;
- 26.1.9. the Grantee fails to declare any Match Funding in accordance with Condition 7.7;
- 26.1.10. the Grantee receives funding from a Third Party which, in the opinion of the Department, undertakes activities that are likely to bring the reputation of the Project, the Illegal Wildlife Trade Challenge Fund or the Department into disrepute;
- 26.1.11. the Grantee provides the Department with any materially misleading or inaccurate information and/or any of the information provided in their Grantee Application or in any subsequent supporting correspondence is found to be incorrect or incomplete to an extent which the Department considers to be significant;
- 26.1.12. the Grantee commits or has committed a Prohibited Act or fails to report a Prohibited Act to the Department, whether committed by the Grantee, its Representatives or a Third Party, as soon as they become aware of it;
- 26.1.13. the Department determines (acting reasonably) that the Grantee 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 Department; or
 - (ii) taken any actions which unfairly bring or are likely to unfairly bring the Department's name or reputation and/or the Department into disrepute. Actions include omissions in this context;
 - (iii) transferred, assigns or novates the Grant to any Third Party without the Department's consent;
 - (iv) failed to act in accordance with the Law; howsoever arising, including incurring expenditure on unlawful activities;
- 26.1.14. 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);

- 26.1.15. the Grantee becomes insolvent as defined by section 123 of the Insolvency Act 1986, or it is declared bankrupt, or it is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors, or it is unable to pay its debts as they fall due;
- 26.1.16. the European Commission (or a Domestic Successor) or the Court of Justice of the European Union (or Domestic Successor) requires any Grant paid to be recovered by reason of a breach of State Aid Law;
- 26.1.17. The Grantee breaches the Code of Conduct and/or fails to report an actual or suspected breach of the Code of Conduct by the Grantee or its Representatives in accordance with Condition 31.2;
- 26.1.18. The Grantee undergoes a Change of Control which the Department, acting reasonably, considers:
 - 26.1.19. will be materially detrimental to the Project and/or;
 - 26.1.20. 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 Grantee;
 - 26.1.21. the Department believes that the Change of Control would raise national security concerns and/or;
 - 26.1.22. the new body corporate intends to make fundamental change(s) to the purpose for which the Grant was given.
- 26.2. Where, the Department determines that an Event of Default has or may have occurred, the Department must notify the Grantee 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 Department intends to take or has taken.

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

- 26.3. Where the Department determines that an Event of Default has or may have occurred, the Department shall take any one or more of the following actions:
 - 26.3.1. suspend or terminate the payment of Grant for such period as the Department shall determine; and/or
 - 26.3.2. reduce the Maximum Sum in which case the payment of Grant shall thereafter be made in accordance with the reduction and notified to the Grantee; and/or
 - 26.3.3. require the Grantee to repay the Department the whole or any part of the amount of Grant previously paid to the Grantee. Such sums shall be recovered as a civil debt; and/or
 - 26.3.4. give the Grantee an opportunity to remedy the Event of Default (if remediable) in accordance with the procedure set out in Condition 26.4; and/or
 - 26.3.5. terminate the Grant Funding Agreement.

Opportunity for the Grantee to remedy an Event of Default

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

- 26.5. The draft Remedial Action Plan must set out:
- 26.5.1. full details of the Event of Default; and
 - 26.5.2. the steps which the Grantee proposes to take to rectify the Event of Default including timescales.
- 26.6. On receipt of the draft Remedial Action Plan and as soon as reasonably practicable, the Department will submit its comments on the draft Remedial Action Plan to the Grantee.
- 26.7. The Department shall have the right to accept or reject the draft Remedial Action Plan. If the Department rejects the draft Remedial Action Plan, the Department must confirm, in writing, the reasons why they have rejected the draft Remedial Action Plan and will confirm whether the Grantee is required to submit an amended Remedial Action Plan to the Department.
- 26.8. If the Department directs the Grantee to submit an amended draft Remedial Action Plan, the Parties must agree a timescale for the Grantee to amend the draft Remedial Action Plan to take into account the Department's comments.
- 26.9. If the Department does not approve the draft Remedial Action Plan the Department may, at its absolute discretion, terminate the Grant Funding Agreement.
- 26.10. The Department shall not by reason of the occurrence of an Event of Default which is, in the opinion of the Department, capable of remedy, exercise its rights under either Condition 26.3.3 or 26.3.5 unless the Grantee has failed to rectify the default to the reasonable satisfaction of the Department.

General Termination rights – Termination for Convenience

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

Change of Control

- 26.15. The Grantee must notify the Department immediately in writing and as soon as the Grantee is aware (or ought reasonably to be aware) that it is anticipating, undergoing, undergoes or has undergone a Change of Control, provided such notification does not contravene any Law.

- 26.16. The Grantee must ensure that any notification made pursuant to Condition 26.15 shall set out full details of the Change of Control including the circumstances suggesting and/or explaining the Change of Control.
- 26.17. Where the Grant has been awarded to a lead Grantee on behalf of a consortium and the Grantee has entered into a collaboration agreement, the notification required under Condition 26.15 must include any changes to the consortium members as well as the lead Grantee.
- 26.18. Following notification of a Change of Control the Department shall be entitled to exercise its rights under Condition 26.15 providing the Grantee with notification of its proposed action in writing within three (3) months of:
- (ii) being notified in writing that a Change of Control is anticipated or is in contemplation or has occurred; or
 - (iii) where no notification has been made, the date that the Department becomes aware that a Change of Control is anticipated or is in contemplation or has occurred,
- 26.19. The Department shall not be entitled to terminate where an approval was granted prior to the Change of Control.

27. **EXIT PLAN**

- 27.1. To allow the outcomes of the Project to be sustained, the Grantee must comply with the exit strategy provisions set out in the Grantee Application.

28. **DISPUTE RESOLUTION**

- 28.1. The Parties will use all reasonable endeavours to negotiate in good faith, and settle amicably, any dispute that arises during the continuance of the Grant Funding Agreement.
- 28.2. All disputes and complaints (except for those which relate to the Department's right to withhold funds or terminate the Grant Funding Agreement) must be referred in the first instance to the Grantee and the Grant Administrator at the address for notices specified in the Grant Offer Letter.
- 28.3. If the dispute cannot be resolved between the Grantee's Representatives and the Grant Administrator within a maximum of one month, then the matter will be escalated to formal meeting between the Department's grant manager and the Grantee's chief executive (or equivalent).

29. **LIMITATION OF LIABILITY**

- 29.1. 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 withdrawal, withholding or suspension of the Grant. The Recipient shall indemnify and hold harmless the Department, 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 Grantee in relation to the Project, the non-fulfilment of obligations of the Grantee under this Grant Funding Agreement or its obligations to Third Parties.
- 29.2. Subject to Condition 29, the Department's liability under this Grant Funding Agreement is limited to the amount of Grant outstanding.

30. **VAT**

- 30.1. If VAT is held to be chargeable in respect of the Grant Funding Agreement, all payments will be deemed to be inclusive of all VAT and the Department is not obliged to pay any additional amount by way of VAT.
- 30.2. All sums or other consideration payable to or provided by the Grantee to the Department at any time will be deemed to be exclusive of all VAT payable and where any such sums become payable or due or other consideration is provided the Grantee 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 the VAT so payable upon the receipt of a valid VAT invoice.

31. CODE OF CONDUCT FOR GRANTEES

- 31.1. The Grantee acknowledges that by signing the Grant Funding Agreement it agrees to take account of the Code of Conduct and that it will ensure that its Representatives undertake their duties in a manner consistent with the principles set out in the Code of Conduct.
- 31.2. The Grantee must immediately notify the Department if it becomes aware of any actual or suspected breaches of the principles outlined in the Code of Conduct.
- 31.3. The Grantee acknowledges that a failure to notify the Department of an actual or suspected breach of the Code of Conduct may result in the Department immediately suspending the Grant funding, terminating the Grant Funding Agreement and taking action to recover some or all of the funds paid to the Grantee as a civil debt in accordance with Condition 26.1.17.

32. NOTICES

- 32.1. All notices and other communications in relation to this Grant Funding Agreement must be in writing and are deemed to have been duly given if personally delivered, e-mailed, or mailed (national first class or international airmail, in each case postage prepaid) to the address of the relevant Party, as referred to in the Grant Offer Letter or otherwise notified in writing. All notices and other communications must be marked for the attention of the contact specified in the Grant Offer Letter. If personally delivered or if e-mailed all such communications are deemed to have been given when received (except that if received on a non-working day or after 5.00 pm on any Working Day they are deemed received on the next Working Day); if mailed by national first class postage all such communications are deemed to have been given and received on the second Working Day following such mailing and if mailed by international airmail all such communications are deemed to have been given and received on the fifth Working Day following such mailing.

33. GOVERNING LAW

- 33.1. These Conditions will 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.

SCHEDULE 1 – PAYMENT SCHEDULE

Note: the provisions of this schedule are subject to any variations made to the Payment Schedule through Special Conditions in the Grant Offer Letter

1. The Grant is payable on actual expenditure which is accounted for at the end of each Financial Year. An advance payment of 50% of the Maximum Sum can be claimed on acceptance of the award, with the balance of the Grant being paid based on the actual expenditure for the Financial Year less the advance payment that has been made.
2. The Grantee must submit an Actual Grant Claim at the end of the Financial Year specifying the actual spend for that Financial Year, even if the Grantee has no more funds to claim.
3. The Actual Grant Claim must be submitted by 31 May in the Financial Year immediately following the Financial Year to which it relates, or by 30 June in the Financial Year immediately following completion of the Project. Actual Grant Claims submitted more than 3 months after the end of the Financial Year (i.e. after 30 June) may not be paid and this may result in the suspension or termination of the Grant.
4. The Grantee should refer to the Financial Information Guidance for further details on claiming the Grant.

SCHEDULE 2 – Statement of Grant Usage

Name of Organisation:

Project Title:

Project Ref No:

I have examined the accounts, records and claims relating to this grant for the period [start date] to [end date]. I confirm that the total grant monies of [£total claimed] were fully and solely expended for the purposes set out in the original Grantee Application (or as subsequently agreed with Defra) and in accordance with the terms and conditions for the grant.