# ANNEX A: Form of Application

Grant Funding for **UK Seafood Fund: Infrastructure (round 2)**

Grant Ref: DEFRA REF: C5292

1. We have examined the Invitation to Apply (ITA) for grant funding and its annexes, as listed below, and hereby offer to start the approved project in accordance with these documents commencing no later than June 2023 for the period specified in the ITA.

* Invitation to Apply (ITA): Response particulars and conditions of application (Section 1)
* Invitation to Apply (ITA): Statement of requirements (Section 2)
* Form of Application (Annex A)
* Terms and Conditions for UK Seafood Fund Infrastructure Scheme (Annex B)

1. If this Application is accepted, we will execute the Agreement and any other documents required by the Authority within 10 days of being asked to do so.
2. We agree that:
   1. before executing the Agreement substantially in the form set out in Annex B to the ITA, the formal acceptance of this Application by this Authority or such parts as may be specified, together with the documents attached shall comprise a binding agreement between the Authority and us
   2. pursuant to the Electronic Communications Act 2000, the Agreement will be executed electronically using the Authority's UK Fisheries Support System
   3. we are legally bound to comply with the confidentiality provisions set out in the ITA
   4. any other terms or conditions or any general reservation which may be provided in any correspondence sent by the Authority in connection with this application process shall not form part of this Application without the prior written consent of the Authority
   5. this Application shall remain valid for 120 days from the deadline for Applications
   6. the Authority may disclose our information and documents (submitted to the Authority during the competition) more widely within Government for the purpose of ensuring effective cross-Government grant processes, including value for money and related purposes
   7. we will abide by the Code of Conduct for Recipients of Government General Grants [Code of Conduct for Recipients of Government General Grants](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/771152/2019-01-15_Code_of_Conduct_for_Grant_Recipients_v._1.01.pdf#:~:text=The%20publication%20of%20a%20Code%20of%20Conduct%20for,behaviour%2C%20into%20line%20with%20those%20placed%20on%20suppliers.)
   8. we will be bound by our costs proposal for the delivery of the project as incorporated in our Application. We understand that in the case of costs increasing, no additional funding will be available from the Authority without the prior written consent of the Authority
   9. the Agreement is inclusive of any element of irrecoverable Value Added Tax and is for the full grant funding period
   10. the costs proposed are made up as per the costs schedules for individual sections of the goods and/or services as applicable
   11. where the project costs increase because an error has been made as to the amount of VAT payable and not recoverable by the Applicant, the Authority shall be under no obligation to increase the grant funding awarded to meet any VAT liability
   12. we will invoice the Authority against the agreed activity schedule for work done and the Authority will pay in accordance with the Agreement

General

1. We confirm that:
   1. the details provided of match funding secured to assist with furthering the project outcomes are true and correct
   2. there are no circumstances affecting our organisation which could give rise to an actual or potential conflict of interest that would affect the integrity of the Authority’s decision making in connection with the ITA or the Agreement
   3. if there are, or may be, such circumstances giving rise to an actual or potential conflict of interest we have disclosed this in full to the Authority
2. We undertake and it shall be a condition of the Agreement that:
   1. the amount of our Application has not been calculated by agreement or arrangement with any person other than the Authority and that the amount of our Application has not been communicated to any person until after the closing date for the submission of Applications and in any event not without the consent of the Authority, except where the disclosure, in confidence, of the approximate amount of the Application was necessary to obtain insurance premium quotations required for the preparation of the Application
   2. we have not canvassed and will not, before the evaluation process, canvass or solicit any member or officer, employee or agent of the Authority in connection with the project and that no person employed by us has done or will do any such act
   3. we have not made arrangements with any other party about whether or not they may submit an Application except for the purposes of forming a joint venture