



AMIF UK Responsible Authority

ASYLUM, MIGRATION AND INTEGRATION FUND 2014-2020

GRANT AGREEMENT

BETWEEN

The Secretary of State for the Home Department of the
Government of the United Kingdom of Great Britain and
Northern Ireland acting through the European Funding Team
acting as the AMIF Responsible Authority

AND

NAME OF ORGANISATION

IN RESPECT OF

NAME OF PROJECT

For the period **XX MONTH YEAR** to **XX MONTH YEAR**

PROJECT REFERENCE NUMBER XXXXXXXXX

The Parties

This Grant Agreement (hereinafter referred to as the “**Agreement**”) is made between:

THE SECRETARY OF STATE FOR THE HOME DEPARTMENT ACTING THROUGH THE EUROPEAN FUNDING TEAM (hereinafter referred to as the “**UK Responsible Authority**”), represented for the purposes of signature of this Agreement by:

Claire Seed

Head of AMIF UK Responsible Authority
7th Floor
Southern House
Wellesley Grove
Croydon
CR0 1XG

on the one part,

And **NAME OF ORGANISATION** (hereinafter referred to as the “**Beneficiary**”), represented for the purposes of signature of this Agreement by:

NAME OF INDIVIDUAL WHO WILL SIGN THE AGREEMENT ON BEHALF OF THE BENEFICIARY

ADDRESS OF ORGANISATION

of the other part.

1. Introduction

1.1 Regulation (EU) No 516/2014 dated 16 April 2014 of the European Parliament and the Council established the Asylum, Migration and Integration Fund (the “**AMIF**”) for the period 2014-2020. Regulation (EU) No 514/2014 dated 16 April 2014 of the European Parliament and the Council established the general management framework for the AMIF. Both regulations will hereinafter be referred to as the “**The Regulations**”.

1.2 The UK Responsible Authority (the “**UKRA**”) has been appointed by the UK Government as the authority with responsibility for implementing actions supported by the AMIF in the UK. Its responsibilities include the selection of projects in the UK which meet the requirements for AMIF funding (as set out in the “**The Regulations**”) for (select specific objective) **ASYLUM/INTEGRATION/RETURNS** and the financial management and administration of such projects.

- 1.3 The Beneficiary has put forward the action entitled '**NAME OF PROJECT/OPERATION**' ("the Operation") as one which is suitable for funding by AMIF. The purpose of this Agreement is to establish the terms on which a grant payment of AMIF monies is being made available to the Beneficiary and to establish the obligations of the parties in relation to the carrying out of the Operation.

2 The Grant Agreement

- 2.1 This Agreement contains the terms and conditions upon which the UKRA agrees to provide funding to the Beneficiary for the Operation. Subject to the Beneficiary complying with the aforementioned terms and conditions, the UKRA will pay the Grant to the Beneficiary.
- 2.2 The Beneficiary acknowledges that the UKRA agrees to fund the operation only for the amount, and for the funding period set out in this agreement and for the purpose specified in this agreement only.
- 2.3 The Agreement consists of **seven (7)** components: the Schedule (which constitutes this document), and **six (6)** annexes, which form an integral part of this Agreement and are attached hereto:

Annex I: The operational delivery schedule targets and outputs contained within the written Project Performance and Delivery Report (the "**Delivery Plan**");

Annex II: Budget Estimate Toolkit

Annex III: Expenditure Toolkit

Annex IV: Terms and Conditions

Annex V: AMIF Beneficiary Guidance

Annex VI: Data Sharing Agreement

- 2.4 Both parties agree to comply with the general terms and conditions applicable to the AMIF grant which are attached as Annex IV to this Agreement.
- 2.5 Each party warrants to the other that it has not relied on any representation, arrangement, understanding or agreement (whether written or oral) not expressly set out or referred to in this Grant Agreement.
- 2.6 The Beneficiary agrees to carry out the Operation in accordance with the Delivery Plan.
- 2.7 The applicable law of this Agreement is English law. The Agreement is governed by the jurisdiction of the English law courts.

3 Duration

- 3.1 The Operation may not begin to incur costs prior to the start date agreed by the UKRA or specified within this signed Agreement.
- 3.2 The Operation shall run from **START DATE** (the “starting date of the Operation”).
- 3.3 The completion date of the Operation shall be **END DATE** (the “completion date of the Operation”).
- 3.4 In its application for funding, the Beneficiary requested funding for a period of **written number (FIGURE)** months. This Agreement relates to the full funding period in respect of the Operation. No further funding in respect of the Operation will be provided for activity taking place after the completion date of the Operation.

4 Financing the Operation

- 4.1 The Beneficiary prepared a Budget Estimate of the Operation (contained in Annex II to this Agreement) for the benefit of the UKRA during the selection process. It is the Beneficiary’s responsibility to ensure that any expenditure incurred is in accordance with the rules on eligibility contained in Annex V - AMIF Beneficiary Guidance (“**The Guidance**”).

Without prejudice to the Guidance the following costs shall not be considered eligible:

- 4.1.1 capital investment costs;
- 4.1.2 provisions for possible future losses or debts;
- 4.1.3 interest owed;
- 4.1.4 debts;
- 4.1.5 interest on debt;
- 4.1.6 the purchase of land not built upon;
- 4.1.7 the purchase of land built upon, where the land is necessary for the implementation of the project, in an amount exceeding 10% of the total eligible expenditure for the project concerned; and
- 4.1.8 value added tax (VAT), except where it is non-recoverable under national VAT law

- 4.2 The UKRA has provided definitions of what constitutes “eligible costs” in relation to a project. There are two elements as follows:
- 4.2.1 “**Direct eligible costs**” are costs that are “identifiable as specific costs directly linked to the implementation of **[name]** project.”
- 4.2.2 “**Indirect eligible costs**” are costs that “are not identifiable as specific costs directly linked to performance of **[name]** project.”
- 4.3 The “**estimated eligible costs**” of the Operation are **£TOTAL ESTIMATED COST OF PROJECT**. These estimated eligible costs are the Beneficiary’s estimated total costs contained in the Beneficiary’s Budget Estimate attached as Annex II, which the Beneficiary claims to be eligible costs (either from AMIF or as match funding) in accordance with criteria contained in the Guidance.
- 4.4 The “**total actual eligible cost**” of the Operation is the amount the UKRA declares as eligible costs subject to the UKRA auditing the expenditure toolkit submitted by the Beneficiary. Costs deemed to be ineligible will be deducted from the expenditure claim. The total actual eligible cost includes certain indirect eligible costs, which may not be more than **15% / 40%** of the direct eligible staffing costs. Pursuant to this, the Beneficiary hereby accepts that the actual amount which the Beneficiary may receive from the AMIF is not yet calculated.
- 4.5 Subject to the terms and conditions set out herein, the UKRA agrees that the Beneficiary is entitled to funding from the AMIF for up to 75% of the total actual eligible costs of the Operation, as incurred, but under no circumstances will it exceed **£TOTAL MAXIMUM FUNDING AMOUNT** (the “**maximum grant amount**”).
- 4.6 If the eligible costs on completion of the Operation are less than the estimated eligible costs specified in clause 4.3 of the Agreement, the funding shall be limited to the amount produced by applying the percentage referred to in clause 4.5 of the Agreement to the total eligible costs of the Operation.
- 4.7 In the event that the total eligible costs are less than the amounts paid by way of previous quarterly payments to the Beneficiary, the Beneficiary shall repay to the UKRA the amount certified as owing by the qualified auditors. In such an event, the UKRA will serve a request for repayment of overpayments made to the Beneficiary.
- 4.8 The Beneficiary without charge, will permit any officer or officers of the UKRA, Audit Authority, external auditing bodies, European Commission and their representatives, the European Court of Auditors and European Anti-fraud Office (OLAF) or their nominees, to visit its premises and/or inspect any of its activities and/or to examine and take copies of the Beneficiary’s books of accounts and such other documents or records as in such officers’ view may relate to the use of

the Grant. This clause extends to all Beneficiaries, partners and subcontractors who receive European Union funding under the AMIF National Programme, and will do so on the basis of documentary and on-the-spot controls. These visits will usually be declared in advance following discussion with the Beneficiary, but can take place unannounced.

- 4.9 Examinations may be carried out into the economy, efficiency and effectiveness with which the Grant has been used. All legal entities mentioned above shall endeavour, but are not obliged to, provide due notice of their intent to conduct an audit.

5 Co-financing and co-financiers

- 5.1 AMIF funding is only available for up to 75% of the Operation's expenditure unless previously agreed, in writing, by the UKRA and if the UKRA agrees that the Operation meets the specific priorities of the European Commission's Strategic Guidelines. The Beneficiary must therefore ensure that a source of co-funding is available to cover the remaining 25%.
- 5.2 If, either at the outset or during the Operation of a project, a source of co-funding for the Operation withdraws, the Beneficiary must inform the UKRA in writing immediately. The Beneficiary must then demonstrate that another source of co-funding is available.
- 5.3 In the event that a source of co-funding withdraws from the Operation, the UKRA may terminate this Agreement in accordance with clause 18.8 and clauses 18.9 and 18.12 shall apply.

6 Payment, budget variations and bookkeeping arrangements

- 6.1 Monies payable under this Agreement shall be paid to the Beneficiary by a 25% pre-financing payment following signing of this Agreement, and thereafter by a quarterly grant payment "**quarterly payment**" after receipt of all of the following documents:
- 6.1.1 a quarterly Expenditure Toolkit, drawn up in accordance with the template provided in Annex III of this Agreement;
- 6.1.2 a quarterly Delivery Plan drawn up in accordance with the template provided in Annex I of this Agreement; and
- 6.1.3 a Payment Request Form issued by the UKRA after receipt of the documents set out in 6.1.1 and 6.1.2.
- 6.2 The 25% pre-financing element will be repaid over the project's lifetime. The first repayment will be taken from the expenditure declared in the

second quarter's toolkit and the final instalment will be repaid from the penultimate quarter's toolkit. The value of the repayments will be equal across all repayment quarters.

- 6.3 Failure to submit the required reports on time to a satisfactory standard and audit quality may result in payment being delayed or suspended.
- 6.4 The Beneficiary hereby accepts that the UKRA is subject to procedural rules and requirements imposed by the European Commission (the "**Commission**"), including the verification by the Commission of the AMIF's expenditure, payments and monitoring. The Beneficiary hereby acknowledges that processes beyond the control of the UKRA may lead to delays in the performance of this Grant Agreement. The UKRA shall not be liable for any delay or for the consequences of any delay in performing any of its obligations under this Agreement.
- 6.5 The UKRA shall endeavour to process requests from the Beneficiary for payments swiftly. The Beneficiary agrees that the UKRA is not obliged to make payments to the Beneficiary within any set time frame. There will be no entitlement to interest in the event that a request for payment by the Beneficiary has not been processed by the UKRA.
- 6.6 While the UKRA will endeavour to process payments swiftly and may from time to time set estimated dates for payment, the UKRA undertakes no obligation to deliver or perform by such dates, and the UKRA shall not be liable for any damage resulting from any failure to deliver or make payments by such dates howsoever caused.
 - 6.6.1 Payment will be based on declared actual costs incurred. This will include verification by the UKRA of costs incurred and satisfactory delivery of the Operation. The quarterly expenditure toolkit will be subject to a desktop analysis of the declared expenditure, and although the expectation is to pay the AMIF funded proportion of the claim in full (less any recovery of advance payments), the auditor may withhold all or part of the payment pending further investigation.
 - 6.6.2 At least one quarterly expenditure toolkit will also be subject to an on-the-spot control audit by the UKRA's Audit and Assurance team. This audit may take place at any time during the operational lifespan of the project, and there may be more than one audit during the project life. At the discretion of the UKRA, there may be further auditing by the UKRA after the project has concluded.
- 6.7 The UKRA may withhold any or all of the quarterly payments due to the Beneficiary whilst it carries out any investigation that it has instigated that could potentially lead to the termination of the Operation.
- 6.8 The Beneficiary acknowledges that no further payment shall be made by the UKRA to the Beneficiary in the event that the amounts provided

under the quarterly payments above exceed **75%** of the total actual eligible costs as defined in clause 4.4 above. In such an event, the Beneficiary will be required to reimburse to the UKRA any funds received exceeding **75%** of the total eligible costs.

- 6.9 Payments by the UKRA shall be made to the Beneficiary's bank account as detailed in the 'Acceptance of Grant' section of this Agreement. Changes to the bank details for these grant payments should be notified in writing to the UKRA, prior to any payment request being submitted by the Beneficiary.
- 6.10 Payments shall be made by the UKRA in GBP (£ sterling).
- 6.11 The Beneficiary shall account for the monies payable under this Agreement on an accruals basis. This requires the cost of goods or services to be recognised when the goods or services are received, rather than when payment is made.
- 6.12 Budget variations between categories of direct costs or additional expenditure not included in the Budget Estimate Toolkit must be approved by mutual consent between the UKRA and Beneficiary.
- 6.13 Any purchases of equipment or assets in respect of delivering objectives must be made within a reasonable timeframe to allow the project to realise its objectives.
- 6.14 Regardless of any variation requests, the UKRA cannot authorise an overall increase in the budget or the level of funding which is agreed in accordance with clauses 4.3 and 4.5 above.

7 Reports and other documents

- 7.1 The following reports and other documents shall be sent by the Beneficiary using the templates attached at Annex I and Annex III of this Agreement, to the UKRA's address as specified above:
 - 7.1.1 A quarterly Expenditure Toolkit, in accordance with the template provided in Annex III, no later than the date shown in Schedule 1 attached to the Agreement.
 - 7.1.2 A final Expenditure Toolkit, in accordance with the template provided in Annex III, no later than **END DATE + 1 Month**.
 - 7.1.3 Quarterly Delivery Plan, in accordance with the template provided in Annex I, no later than the date shown in Schedule 1 attached to the Agreement.
 - 7.1.4 Final Delivery Plan, in accordance with the template provided in Annex I, no later than **END DATE + 1 Month**.

- 7.2 If the Beneficiary fails to submit the aforementioned reports by the agreed dates set out in Financial and Delivery Reporting Schedule of this Agreement, the Beneficiary will not be entitled to any further funding pursuant to this Agreement until all outstanding reports are submitted to the UKRA's satisfaction.
- 7.3 In the event of a Beneficiary failing to submit all aforementioned reports by the due date, the UKRA may commence termination procedures due to the Beneficiary non-compliance and failure to meet the terms and conditions of AMIF funding requirements.
- 7.4 The Beneficiary shall demonstrate that it is providing value for money in achieving the outcomes/outputs referred to in the Quarterly Project Performance and Delivery Report namely:

7.4.1 The purpose (the “**Operational Purpose**”) of the Operation.
[Enter here the specific wording outputs that have been agreed following any changes that may have been made at Decision Panel stage].

7.4.2 The expected outcomes (the “**Outcomes**”) of the Operation during the period covered by this Agreement which are:

[Enter here the 1-5 targets and outputs as defined in the Final Delivery Schedule in the Annex I of the Grant Agreement –

- Target and output 1
- Target and output 2
- Target and output 3
- Target and output 4
- Target and output 5

[These deliverables must be those agreed by the Decision Panel].

- 7.5 In the event of a Beneficiary failing to meet the aforementioned targets in clause 7.4.2 above, the UKRA may commence termination procedures due to the Beneficiary non-compliance and failure to meet the terms and conditions of AMIF funding requirements.
- 7.6 The Beneficiary undertakes to allow Commission staff and UKRA staff and persons authorised by the Commission and/or the UKRA appropriate access to the sites or premises where the Operation is being carried out and to all documents relating to the technical and financial management of the Operation. This may include on-the-spot checks by the Commission pursuant to Article 31(4) of Regulation (EU) no. 514/2014.
- 7.7 The Beneficiary agrees to the UKRA, and persons authorised by it, the European Commission and the European Court of Auditors verifying the use to which the grant is put in accordance with the Financial Regulation applicable to the general budget of the Commission, as amended, throughout the duration of the Agreement and for **eight (8)**

years after its end date.

- 7.8 The Beneficiary undertakes to ensure that any partners accept the obligations set out in clauses 6.1 and 6.2 of this Agreement.

8 Records to be kept

The Beneficiary must:

- 8.1 Maintain and operate effective monitoring and financial management systems; and
- 8.1.1 Keep a record of expenditure funded partly or wholly by the Grant, retaining all accounting records relating to this for a period of at least **eight (8) years** from the completion date of the Operation or from the date that the Operation is terminated, where applicable. Accounting records include: original invoices, receipts, minutes from meetings, accounts, deeds, attendance lists, and any other relevant documentation, whether in writing or electronic form.
- 8.2 Where the Beneficiary is working in partnership as the Lead Beneficiary and its partner(s) wish to retain such documentation, the Lead Beneficiary should obtain from the partner(s):
- 8.2.1 An agreement to comply with regular inspections of accounting records and documentary evidence pertaining to the activities funded by AMIF; and
- 8.2.2 A signed undertaking that the partner will retain such documents for the period prescribed in clause 8.1.1 above.

9 Partners

- 9.1 Any partners involved in the Operation under the overall coordination of the Beneficiary must comply with the terms and conditions of this Agreement. It is the responsibility of the beneficiary to ensure that all partners abide and adhere to the same obligations as them.
- 9.2 For each partner, a contract or agreement setting out the obligations of parties, the purpose and terms of the work/service and the financial conditions must be duly signed by both parties.
- 9.3 All partners shall undertake to provide all audit and control bodies with the necessary information relating to the Operation.

10 Subcontracting

- 10.1 The Beneficiary must secure the best value for money in all purchases of goods and services.
- 10.2 In procuring any goods or services using AMIF Grant monies, the Beneficiary shall follow EU regulations pertaining to procurement. More details on EU procurement rules can be found in the AMIF Beneficiary Guidance.
- 10.3 Subject to the approval of the UKRA, the Beneficiary shall provide full details of tasks subcontracted to third parties. A summary of the tasks and related costs that the Beneficiary intends to subcontract to third parties is provided in the Budget Estimate Toolkit, Annex II of this Agreement.
- 10.4 For each subcontractor, a contract setting out the obligations of parties, the purpose and terms of the work/service and the financial conditions must be duly signed by both parties. In exceptional circumstances, in the absence of a signed contract, there must be a written contractual offer and acceptance, which demonstrates a clear audit trail.
- 10.5 For all subcontracts, subcontractors shall undertake to provide all audit and control bodies with the necessary information relating to the Operation.
- 10.6 It is the responsibility of the Beneficiary to ensure it retains the relevant documentation from its subcontracts including those concerning the original procurement exercise, those referred to in clause 10.4 of this Agreement, and the delivery of the service procured.

General administrative provisions

11 Notices

Any communication relating to this Agreement shall be made in writing and sent by post or e-mail to the following addresses, using the CJSM Suffixed email addresses:-

11.1 For the UK Responsible Authority:

[Name of Account Manager]
AMIF UK Responsible Authority
7th Floor
Southern House
Wellesley Grove
Croydon
CR0 1XG

E-mail address: **[Name of AM@homeoffice.gov.uk.cjsm.net]**

For the Beneficiary:

[Name of Project Manager]
[Project Name]
[Project Address]

E-mail address: **[e-mail address]**

11.2 Any such notice, report or communication shall operate and shall be deemed to have been properly delivered or served at the expiration of **two (2) working days** after it is posted or transmitted.

11.3 In proving such service or delivery it shall be sufficient to show that the envelope containing the notice, report or communication was properly addressed and posted, or that e-mail transmission was duly despatched with no error notification received, or that the communication was acknowledged, as the case may be.

11.4 The UKRA will not recognise any communication relating to this Agreement that has not been formally submitted to the Project Account Manager or their immediate line-management chain.

12 Data Protection

12.1 Each party agrees to comply with the requirements of the General Data Protection Regulation (GDPR) 2018, and the Data Protection Act 2018

in relation to their obligations under this Agreement, and in line with the obligation set out in Annex VI of this Agreement.

13 Representatives

- 13.1 If either party wishes to appoint a representative other than the person named in the section entitled “The Parties” above to act as its representative for the purposes of this Agreement, it shall notify the other party of the name and contact details for this person within **ten (10) days** of signature of this Agreement.
- 13.2 If the Beneficiary wishes to change its appointed representative during the period of the Agreement, it shall notify the UKRA, on official letter headed notepaper of the Lead Beneficiary, of the name and contact details and the effective date of appointment of its new representative, within **ten (10) days** of the person being appointed. If the UKRA appoints a new person as Head of the UKRA during the period of the Agreement, that person will become the UKRA’s representative for the purpose of the Agreement. The UKRA will notify the Beneficiary of changes in its appointed representative.

14 Equal Opportunities

- 14.1 The Beneficiary will ensure that it applies a policy of equal opportunities in the employment of staff, provision of services, and the involvement of volunteers in its work under this Agreement. In particular, it will comply with the terms of the Equality Act 2010 and will not discriminate on the grounds of age, disability, gender, gender reassignment, marriage and civil partnership, race, religion or belief, sex, or sexual orientation, where any of these cannot be shown to be a requirement of the job, office, or service. The Beneficiary also undertakes to comply with any other applicable law relating to equality, discrimination, bullying, harassment, or victimisation.
- 14.2 The Beneficiary shall take all reasonable steps to secure the observance of the provisions of clause 14.1 by its employees, staff, agents and sub-contractors employed in the execution of this Agreement.

15 Complaints Handling and Resolution

- 15.1 The Beneficiary shall inform the UKRA of any complaint made by partners, sub-contractors, auditors or other contracting bodies to the project, within **five (5) working days** of becoming aware of that complaint.

- 15.2 Without prejudice to any rights and remedies that a complainant may have in law and without prejudice to any obligation of the Beneficiary to take remedial action under the provisions of this Agreement, the Beneficiary shall use all reasonable endeavours to resolve the complaint and in so doing, shall deal with the complaint fully, expeditiously and fairly.
- 15.3 Within **five (5) working days** of a request by the UKRA, the Beneficiary shall provide full details of any complaint to the UKRA, including details of steps taken to its resolution.

16 Dispute Resolution

- 16.1. The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with this Grant Agreement and such efforts shall involve the escalation of the dispute to an appropriately senior representative of each Party.
- 16.2. All disputes and complaints (except for those which relate to the UKRA's right to withhold funds or terminate this Grant Agreement) shall, in the first instance be referred to the Beneficiary's project manager and the UKRA's Account Manager.
- 16.3. Should the dispute or complaint remain unresolved within **fourteen (14) days** of the matter first being referred to the individuals named in clause 16.2, either Party may refer the matter to the Parties' nominated senior representatives with an instruction to attempt to resolve the matter by agreement within **twenty-eight (28) days**, or such other period as may be mutually agreed by the UKRA and the Beneficiary.
- 16.4. If the dispute cannot be resolved by the Parties within the period agreed in accordance with clause 16.3, the dispute may by agreement between the Parties be referred to a neutral adviser or mediator (the "**Mediator**") chosen by agreement between the Parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.
- 16.5. If the Parties fail to appoint a Mediator within **one (1) month**, or fail to enter into a written agreement resolving the dispute within **one (1) month** of the Mediator being appointed, then either Party may exercise any remedy it has under applicable law.

17 Breach of Grant Conditions

- 17.1 If the Beneficiary fails to comply with any of the conditions set out in this Agreement, or if any of the events mentioned in clause 17.2 occur, then the UKRA may reduce, suspend or withhold Grant payments, or

require all or any part of the Grant to be repaid. The Beneficiary must repay any amount required to be repaid under this condition within **thirty (30) days** of receiving the demand for repayment.

17.2 The events referred to in clause 17.1 are as follows:

17.2.1 The Beneficiary purports to transfer or assign any rights, interests or obligations arising under this Agreement without the agreement, in writing, in advance by the UKRA;

17.2.2 Any information provided in the application for the Grant (or in a claim for payment) or in any subsequent supporting correspondence is found to be incorrect or incomplete to an extent which the UKRA considers to be material;

17.2.3 The Beneficiary takes inadequate measures to investigate and resolve any reported irregularity;

17.2.4 The Beneficiary fails to comply with the technical and financial monitoring requirements of this Agreement in accordance with clause 6.1 and 6.2;

18 Termination

18.1 The Beneficiary may terminate the Agreement at any time in accordance with clause 18.7 of this Agreement by providing **two (2) months** written notice to the UKRA.

18.2 The UKRA may terminate the Agreement by giving the Beneficiary at least **thirty (30) days** written notice, in the event that the Beneficiary has failed to fulfil any of its obligations under the Agreement and has subsequently failed to correct such failure to the satisfaction of the UKRA, following written notification from the UKRA.

18.3 The UKRA may terminate the Agreement without notice where:

18.3.1 Performance of the Operation has not commenced within **sixty (60) days** of signature by all parties of the Agreement, or, on the date of commencement of the Operation proposed by the Beneficiary and notified in writing to and accepted by the UKRA;

18.3.2 In the event of a legal, financial, technical or organisational change in the Beneficiary's situation that is, in the opinion of the UKRA, liable to affect the Agreement substantially or to call into question the decision to award the grant. The decision of the UKRA shall be binding on the Beneficiary;

18.3.3 The Beneficiary has intentionally or by negligence committed an irregularity in performing the Agreement or any other

contract concluded with the UKRA and/or an institution, organ or other body of the European Communities and, more generally, in the event of fraud, corruption or any other illegal activity on the part of the Beneficiary;

18.3.4 The Beneficiary has made false, incomplete or incorrect statements or has failed to provide information in an attempt to obtain the grant or any benefit resulting therefrom, or where this was the effect of its actions;

18.3.5 The Recipient has offered or given or agreed, in the reasonable opinion of the Authority, to give to any employee or representative of the Authority or the Crown any gift or consideration of any kind as an inducement or reward for doing or refraining from doing any act in relation to the obtaining of this or any other agreement with the Authority or for showing or refraining from showing favour or disfavour to any person in relation to this Agreement or who appears to have committed any offence under the Fraud Act 2006 and/or the Bribery Act 2010.

18.4 Notwithstanding Clauses 18.2 and 18.3, this Grant Agreement may be terminated by either Party giving the other at least three (3) Months (or other agreed time period) notice in writing.

18.5 Any termination of this Agreement will be without prejudice to any other rights or remedies of the parties under this Agreement or at law and will not affect any accrued rights or liabilities of the parties existing at the date of termination.

18.6 Any termination of this Agreement for financial irregularities shall be without prejudice to the application of other administrative measures or penalties which may be imposed in accordance with Council Regulation (EC, Euratom) No 2988/95 of 18 December 1995 on the protection of the European Communities' financial interests.

18.7 Where the Agreement is terminated by the Beneficiary, the Agreement shall be terminated by registered letter sent to:

**The UKRA (AMIF)
Home Office
7th Floor
Southern House
Wellesley Grove
Croydon
CR0 1XG**

18.8 Where the Agreement is terminated by the UKRA, the Agreement shall be terminated by email or registered letter sent to the Beneficiary's representative whose name and address are as detailed in clause 1 of

the Agreement. If there has been a change of personnel at the Beneficiary and the UKRA has been notified, previously or at that time, that a different person is responsible for the administration of the Operation for the Beneficiary, the UKRA shall send the letter to the name as notified by the Beneficiary.

- 18.9 Where the Agreement is terminated pursuant to clause 18.3 of this Agreement, termination shall be deemed to take effect on the day the termination letter is registered as delivered to the Beneficiary.
- 18.10 Where the Agreement is terminated pursuant to clause 18.2 of this Agreement, termination shall be deemed to take effect **thirty (30) days** after the date of the termination letter.
- 18.11 Where the Agreement is terminated pursuant to clause 18.1 of this Agreement, termination shall take effect at the end of the notice period specified therein, and this period shall be deemed to commence on the day the letter terminating the Agreement is received.
- 18.12 On receipt of the letter of termination referred to in clause 18.8 above the Beneficiary shall take all appropriate measures to minimise costs, prevent damage and cancel or reduce its commitments. It shall draw up a final report and an invoice for the activities carried out up to the date on which termination takes effect, within a period not exceeding **forty (40) days** from such date. The UKRA shall pay an amount not exceeding 75% of the total eligible costs incurred by the Beneficiary prior to termination.
- 18.13 In the event of the termination of this Agreement there shall be a financial reconciliation between the UKRA and the Beneficiary within **three (3) months** to ensure that the UKRA has not paid monies exceeding the Operation's actual expenditure. Where such sums are identified as a result of this reconciliation, they shall either be returned to or processed by the UKRA within **ten (10) working days** of the sums being agreed between the Parties or, failing agreement, determined pursuant to clause 15 of this Agreement.
- 18.14 In the event of termination by the Responsible Authority under clause 18.3, the Beneficiary will reimburse to the Responsible Authority all sums received pursuant to this Agreement.
- 18.15 The UKRA shall not pay any costs incurred under or by virtue of any contract with a third party which has been concluded but not performed at the date of termination.

19 Repayment of the Grant

- 19.1 In the cases referred to in clauses 18.3 and 4.7 above and in any case where the UKRA's independent auditors recommend a repayment is

due from the Beneficiary, the Beneficiary undertakes to repay to the UKRA any amount requested in the manner and within the time limits set by the UKRA.

- 19.2 If the Beneficiary fails to repay such amounts within the time limit set by the UKRA, default interest shall be due at the rate applied by the European Central Bank to its principal refinancing operations plus three and a half percentage points (the reference rate to which the increase applies shall be the rate in force on the first day of the month, as published in the C series of the Official Journal of the European Union).
- 19.3 Bank charges occasioned by the repayment of sums due to the UKRA shall be borne entirely by the Beneficiary.
- 19.4 Amounts to be repaid to the UKRA may be set off against amounts of any kind due to the Beneficiary.

20 Contracts (Rights of Third Parties) Act 1999

- 20.1 No person who is not a party to this Agreement shall have the right to enforce any of its terms.

21 Amendments

- 21.1 No amendment to this Agreement will be valid unless it is in writing and signed by an authorised representative of each party.

22 No Partnership

- 22.1 Nothing in this Agreement should be construed as creating a partnership or agency between the Beneficiary and the UKRA.

23 Publicity

- 23.1 All information and publicity measures aimed at final beneficiaries, potential final beneficiaries and the general public shall include:
- 23.1.1 The emblem of the European Union;
- 23.1.2 A reference to the Asylum, Migration and Integration Fund;
- 23.1.3 The statement *"This project is part funded by the EU Asylum, Migration and Integration Fund. Making management of migration flows more efficient across the European Union."*

- 23.2 Unless the Commission stipulates otherwise, any notice or publication by the Beneficiary about the Operation, including at a conference or seminar, must specify that the Operation has received funding from the European Commission.
- 23.3 Any notice or publication by the Beneficiary, in whatever form and on or by whatever medium, including the Internet, must specify that it reflects the Beneficiary's views only and not those of the European Commission or the UKRA. In addition it must be stated that neither the European Commission nor the UKRA is liable for any use that may be made of the information contained therein.
- 23.4 Without prejudice to the generality of clause 11 above, the European Commission and/or the UKRA shall be authorised to publish, in whatever form and on or by whatever medium, including the Internet, the following information:
- 23.4.1 the name of the Beneficiary;
 - 23.4.2 the purpose of the grant;
 - 23.4.3 the amount granted and the proportion of the total cost of the Operation accounted for by the funding;
 - 23.4.4 the geographical location of the Operation;
 - 23.4.5 whether the Operation has previously been publicised;
 - 23.4.6 the content of any reports concerning the Operation.

By signing this Schedule, the Beneficiary agrees that it has received, read and understood this Agreement, the Terms and Conditions and each of the accompanying Schedules and Annexes.

ACCEPTANCE OF GRANT

NAME OF ORGANISATION accepts the offer of Grant contained in this Grant Agreement and agrees to comply with the terms and conditions of the Grant on which the offer is made.

Signed on behalf of **NAME OF ORGANISATION**:

Project Manager / Project Contact	
Signature	
Name	
Date	
Position	

Treasurer, Finance Officer or equivalent	
Signature	
Name	
Date	
Position	

Legal Signatory	
Signature	
Name	
Date	
Position	

Bank details for Grant payment	
Bank name	
Branch name	
Sort code	
Account name	
Account number	
Address	
Post code	

The UK Responsible Authority (AMIF)	
Signature	
Name	Claire Seed
Date	
Position	Head of AMIF UK Responsible Authority

Financial and Delivery Reporting Schedule 1

Reporting Quarter Reference	Reporting Period:		Scheduled Reporting Date
	From	To	
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			