

SEAFOOD RESPONSE FUND APPLICANT DECLARATION

Declaration and undertaking

Please read the Declaration in full and then tick the box below to confirm you have read and understood all the terms. Then click 'Submit' to submit your application to MMO for review. Your application will not be valid if you do not include all the correct and requested information and accept this declaration.

The Seafood Response Fund (hereinafter the Scheme) is administered by the Marine Management Organisation (MMO) at the request of, and on behalf of the Department for Environment Food and Rural Affairs (Defra). The Scheme is a UK wide scheme and has been set up to support UK businesses with their business fixed costs as a result of border disruption and disruption caused by COVID-19 between 1 January 2021 and 31 March 2021.

All payments received through the Scheme are made under section 8 of the Industrial Development Act 1982 and are covered through the appropriate legislation specific to the location of the beneficiary.

I, the applicant (from hereon in referred to as "the Applicant", "I", "me", "my", "you", "your" as the context permits), understand that the Scheme is discretionary and there is no automatic entitlement to any funding. I know of no reason why I should not be awarded funding under this Scheme.

I undertake to inform the MMO in writing of any change in circumstances which may affect the accuracy of the information given whilst this application is being considered.

I understand that the information I have provided will be treated in confidence but may be submitted for checking against records held by other government departments, local authorities or other agencies, where it is necessary for the purposes of assessing my eligibility for funding .

I authorise HM Revenue and Customs (HMRC) to provide the MMO with any information relevant to this application and with any information needed to check the information I have provided if necessary.

I understand that any information provided to HMRC in connection with this application may be used by them for the purpose of their statutory functions.

I understand that the funding may be withheld or any paid monies recovered if it is found to have been obtained by fraud, was not used for the purpose for which it was awarded, or any condition of the funding was not complied with.

I understand that if any monies were found to be obtained as above the MMO may pass on any information I have provided to the MMO in relation to the scheme to Defra, the Police or HMRC for investigation.

Full information is available within the published scheme criteria at www.gov.uk/seafood-response-fund

I confirm that I have not previously received funding through the Scottish Government Seafood Processors Resilience Fund.

Where funding under the Scheme is covered by EU State Aid rules under Article 10(1) of the Protocol on Ireland/Northern Ireland to the UK/EU Withdrawal Agreement, I confirm that I have declared in my application any other aid received under the European Commission's Temporary Framework between March 2020 and December 2020.

I confirm that my undertaking was not subject to insolvency action on 31 December 2019 and had no outstanding obligations under the Rescue and Restructuring Guidelines. For a medium-large business an undertaking cannot have been classified as an difficulty (within the meaning of Article 2(18) of the General Block Exemption Regulation) on 31 December 2019.

I, the Applicant declare that I have read the declaration and that to the best of my knowledge and belief, the information given in my application is true and correct.

If you are an agent completing this form on behalf of the Applicant, by accepting this Declaration, you are confirming that you have authority to make the application on behalf of the Applicant, and that the information provided is true to the best of your knowledge and belief.

Information for Scheme Applicants

Taxation

The normal tax treatment is expected to be applied to funding provided under business support schemes. This means any payments received under the Scheme should be reported to HMRC as a part of the business income in the tax return for the business

1. Purposes of funding

The Scheme is administered by the MMO at the request of and on behalf of Defra. The Scheme is a UK wide scheme and has been set up to support UK businesses with their business fixed costs as a result of border disruption and disruption caused by COVID-19 between 1 January 2021 and 31 March 2021.

The following conditions (these Conditions) apply to all applicants (Applicants) under the Scheme and are contractually binding. For the avoidance of doubt, references to Applicant or Applicants shall be construed regardless of whether the Applicant receives the funding for which it applies.

1.1 All payments received through the Scheme are made under section 8 of the Industrial Development Act 1982 and are covered through the appropriate legislation specific to the location of the beneficiary.

1.2 The funding shall only be used for the purposes of supporting the Applicant with their business fixed costs as a result of boarder disruption and disruption caused by COVID-19 between 1 January 2021 and 31 March 2021 and for no other purpose whatsoever. Full information is available within the published scheme criteria at www.gov.uk/seafood-response-fund

1.3 No part of the funding shall be used either directly or in conjunction with any other association, or body, or otherwise indirectly, in the furtherance of political objects or appearing to be designed to affect support for a political party whether registered or not.

1.4 The Applicant shall be deemed to be in breach of these Conditions if the Applicant

dishonestly, knowingly or recklessly provides false or misleading information or intentionally obstructs or fails to assist the MMO or any person carrying out public functions or exercising any rights or powers in connection with the Scheme.

2 Payment of funding

2.1 The funding may be paid by the MMO to the Applicant receiving the fund payment following:

- receipt of a completed application form and verification by MMO Officials that the Applicant is eligible to receive funding

Funding under this Scheme is discretionary and there is no automatic entitlement to any funding.

3 Change in circumstances

3.1 The Applicant shall immediately, and in any event within 14 days, inform MMO of any change in its constitution for example, but not limited to, a change in status from one type of body corporate to another or change of ownership or control of an undertaking.

3.2 The Applicant shall immediately, and in any event within 14 days, inform MMO in writing of any change in circumstance which may affect the accuracy of the information given whilst this application is being considered by the MMO.

4 Confidentiality and Data Protection

4.1 The Applicant will respect the confidentiality of any commercially sensitive information that they have access to as a result of receipt of this funding.

4.2 Notwithstanding the above, the Applicant may disclose any information as required by law or judicial order. All information submitted to MMO may need to be disclosed and/or published by the Organisation. Without prejudice to the foregoing generality, the department may disclose information in compliance with the Freedom of Information Act 2000, the Environmental Information Regulations 2004, other law, or, as a consequence of judicial order, or order by any court or tribunal with the authority to order disclosure. Further, the MMO may also disclose all information submitted to it to the United Kingdom Parliament or any other department, office or agency of Her Majesty's Government and their servants or agents. When disclosing such information it is recognised and agreed by both parties that MMO shall, if they see fit, disclose such information but are unable to impose any restriction upon the information that it provides to Members of the United Kingdom Parliament; such disclosure shall not be treated as a breach of the Scheme .

4.3 The Applicant shall ensure that all requirements of the Data Protection legislation are fulfilled.

4.4 The MMO will publish limited details of all amounts paid under the Scheme on their website. This will include the legal entity or organisation's name, short description and the funding awarded to ensure transparency. The Applicant agrees that acceptance of funding constitutes inclusion of its details in the list of projects to be published on the MMO website.

4.5 The MMO is the data controller for personal data provided by the Applicant. The MMO's Personal Information Charter gives more information about how we handle personal data. The Charter sets out what the Applicant can expect from us when we ask for, or hold, its personal data and includes the contact details when the Applicant wishes to exercise one

of its rights. The Information Commissioner's Office (ICO) lists the Applicant's rights under the UK General Data Protection Regulation (UK GDPR 2016) and the Data Protection Act (DPA 2018). The Privacy Notice for the Seafood Response Scheme is located at [insert link].

5 Recovery etc. of Funding

5.1 The MMO may on behalf of and in consultation with Defra re-assess, vary, make a deduction from, withhold, or require immediate repayment of the funding or any part of it in the event that the MMO considers that any change or departure from the purposes for which the funding was awarded warrants an alteration in the amount of the funding or if the MMO become aware that the funding has been obtained by fraud or that the information contained in the application was not correct in any material particular.

5.2 The MMO may on behalf of and in consultation with Defra re-assess, vary, make a deduction from, withhold, or require immediate repayment of the funding or any part of it in the event that it considers that an alternative form of governmental support for the Applicant has been made available.

5.3 The MMO, on behalf of Defra, reserves the right, upon reasonable notice, to conduct an inspection of the Applicant's paperwork or premises in connection with verifying the application for and use of this funding.

5.4 It is likely that the MMO will, on behalf of Defra, conduct an evaluation of the Scheme, which is normal when assessing the effectiveness of spending public funds. We may be in contact about this at a future date and the Applicant receiving funding is expected to fully cooperate as a condition of receiving funding from the Scheme.

5.5 If, following consultation between the MMO and Defra, it is felt the funding or any part of it either (i) constitutes State aid affecting trade between Northern Ireland and the European Union or (ii) is a subsidy which has been paid, or would, if paid, be, in breach of the United Kingdom's international obligations in respect of subsidies or of any internal market legislation applicable to subsidies affecting trade in goods within the United Kingdom, and as a result the MMO and/or Defra is required (whether or not as a result of a judicial decision) to recover the funding in whole or in part in order to ensure compliance with relevant legal obligations, the MMO as administrator of the Scheme may require immediate repayment of the funding or any part of it on such basis as may be determined from time to time in accordance with law.

5.6 In the event that the Applicant becomes bound to pay any sum to the MMO in terms of Condition 5.1 or 5.2, the Applicant shall pay MMO the appropriate sum within 30 days of a written demand for it being given by or on behalf of the MMO to the individual receiving the funding.

5.7 Notwithstanding the provisions of this Condition 5, in the event that the Applicant is in breach of any of the Conditions, the MMO may on behalf of Defra, provided that the breach is capable of a remedy, postpone the exercise of rights to recover any sum from the Applicant in terms of Condition 8 for such period as they see fit, and may give written notice to the Applicant receiving the funding requiring it to remedy the breach within such period as may be specified in the notice. In the event of the Applicant failing to remedy the breach within the period specified, the Applicant shall be bound to pay the sum to the MMO on behalf of Defra in accordance with the foregoing provisions.

5.8 Any failure, omission or delay by the MMO on behalf of Defra in exercising any right or remedy to which they are entitled by virtue of Conditions 5.1 to 5.4 shall not be construed as

a waiver of such right or remedy.

6 No entitlement to assign, sub-contract or transfer

6.1 The Applicant shall not be entitled to assign, sub-contract or otherwise transfer its rights or obligations under the Scheme without the prior written consent of the MMO.

7 Termination

7.1 The Scheme may be terminated by the MMO giving not less than one month's notice in writing from the date of the notice being sent.

8 Corrupt Gifts and Payments of Commission

8.1 The Applicant shall ensure that the terms of the Bribery Act 2010, in relation to this funding or any other grant, are not breached by them or their employees. The Applicant shall ensure that adequate controls are in place to prevent bribery.

9 Continuation of Conditions

9.1 These Conditions shall continue to apply for a period of 10 years after the date of final payment.

10 Compliance with the Law

10.1 The Applicant shall ensure that they and anyone acting on their behalf shall comply with the relevant law, for the time being in force in the United Kingdom.

11 Governing Law

11.1 These Conditions are governed by the law of England and Wales and the parties hereby prorogue to the exclusive jurisdiction of the Courts of England.

12 EU State Aid Rules – Temporary Framework ¹

12.1 **To the extent that Article 10(1) of the Protocol on Northern Ireland/Ireland to the UK/EU Withdrawal Agreement applies**, funding is intended to be covered under the terms of the COVID-19 “umbrella” scheme as amended from time to time, as notified under reference No. SA. 56841 (2020/N) – United Kingdom – COVID-19 Temporary Framework for UK authorities and approved by the European Commission by decision dated 6 April 2020 and subsequently. The maximum level of aid that a company may receive is €270,000 per undertaking active in the fishery and aquaculture sector. This is across all UK measures under the terms of the European Commission's Temporary Framework.

12.2 The Euro equivalent of the Sterling aid amount is calculated using the Commission exchange rate² applicable on the date the aid is offered.

¹ <https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32014R0651&from=EN>

² https://ec.europa.eu/info/funding-tenders/how-eu-funding-works/information-contractors-and-beneficiaries/exchange-rate-infoeuro_en

12.3 Any funding provided under this Scheme will be relevant if the Applicant wishes to apply, or have applied, for any other aid granted based on the European Commission's Temporary Framework. The Applicant will need to declare this amount to any other aid awarding body who requests information from the Applicant on how much aid the Applicant has received. The Applicant must retain the email confirmation of the funding awarded for four years after the conclusion of the UK's exit from the EU and produce it on any request from the UK public authorities or the European Commission.

12.4 Aid may be granted to undertakings that were not in difficulty (within the meaning of Article 2(18) of the General Block Exemption Regulation) on 31 December 2019, but that faced difficulties or entered in difficulty thereafter as a result of the COVID-19 outbreak. Micro and small enterprises (undertakings with less than 50 employees and less than €10 million of annual turnover and/ or annual balance sheet turnover) that were already in difficulty on 31 December 2019 can receive support provided they are not in insolvency proceedings and that they have not received rescue or restructuring aid.

12.5 This funding is in addition to any aid that the Applicant may have received under the De Minimis regulation allowing aid of up to €200,000 to any one organisation over a three fiscal year period (i.e. the Applicant's current fiscal year and previous two fiscal years), and any other approved aid the Applicant has received under other State aid rules, such as aid granted under the General Block Exemption Regulation.

12.6 'Undertaking in difficulty' means an undertaking in respect of which at least one of the following circumstances occurs:

- a) In the case of a limited liability company (other than an SME that has been in existence for less than three years or, for the purposes of eligibility for risk finance aid, an SME within 7 years from its first commercial sale that qualifies for risk finance investments following due diligence by the selected financial intermediary), where more than half of its subscribed share capital has disappeared as a result of accumulated losses. This is the case when deduction of accumulated losses from reserves (and all other elements generally considered as part of the own funds of the company) leads to a negative cumulative amount that exceeds half of the subscribed share capital. For the purposes of this provision, 'limited liability company' refers in particular to the types of company mentioned in Annex I of Directive 2013/34/EU (1) and 'share capital' includes, where relevant, any share premium.
- b) In the case of a company where at least some members have unlimited liability for the debt of the company (other than an SME that has been in existence for less than three years or, for the purposes of eligibility for risk finance aid, an SME within 7 years from its first commercial sale that qualifies for risk finance investments following due diligence by the selected financial intermediary), where more than half of its capital as shown in the company accounts has disappeared as a result of accumulated losses. For the purposes of this provision, 'a company where at least some members have unlimited liability for the debt of the company' refers in particular to the types of company mentioned in Annex II of Directive 2013/34/EU.
- c) Where the undertaking is subject to collective insolvency proceedings or fulfils the criteria under its domestic law for being placed in collective insolvency proceedings at the request of its creditors.
- d) Where the undertaking has received rescue aid and has not yet reimbursed

the loan or terminated the guarantee or has received restructuring aid and is still subject to a restructuring plan.

- e) In the case of an undertaking that is not an SME, where, for the past two years:
1. the undertaking's book debt to equity ratio has been greater than 7,5 and
 2. the undertaking's EBITDA interest coverage ratio has been below 1,0.