**JANUARY 2023**

**MODEL GRANT FUNDING AGREEMENT**

**For GRANTs AWARDED AFTER 31 JANUARY 2023**

**INTRODUCTION**

**Important note on using this document:** when you have finished populating the template and you have removed all guidance notes and unused/ non-applicable content/ clauses, ensure that you check and correct as required all cross-references – paragraphs and annexes - and update the Table of Contents as well as checking page numbers, headings and formatting.

1. **Drafting notes:**

The highlighted sections mean as follows:

**Green**: you need to complete a section highlighted green with the relevant information e.g., a timescale, party information, a relevant date.

**Light blue**: these sections are guidance notes, please review and consider how they affect what you are doing. Then delete them all before issue.

**Yellow**: these sections indicate optional clauses which you may want to include or delete depending on what your grant is for.

1. **Legal considerations** 
   1. You should **only** use this grant funding agreement template if you are going to make a **general grant**. General grants are grants made by departments or their grant making Arm’s Length Bodies to outside bodies to reimburse expenditure on agreed items or functions, and are often paid only on statutory conditions. These are the grants, which are most closely related in administration to contract procurement, whilst remaining legally distinct.
   2. General grants should be competed by default, except where a strong rationale exists for a direct award (see the note on the Grant Standards below). This means applications are invited and assessed against a pre-published set of criteria, with awards made based on the outcome of the application assessment. If a general grant is not being competed this is usually because there is only one organisation which has the required knowledge and expertise to deliver what the grant is for – e.g., when an organisation owns the intellectual properties rights to a product.
   3. If your grant is a formula grant or grant-in-aid, please consult your lawyers to find out which template you should use instead.
   4. A formula grant is based on pre-set criteria and is not competitive; grant awards are calculated using a specific formula. If the organisation or individual meets the specified criteria, they are able to receive the grant. Examples of formula grants are student maintenance grants by the Education Funding Agency, which are administered according to a set formula.
   5. Grant-in-aid means a sum of money provided to an organisation to be applied in general support for the objectives of that organisation. A payment by a government department - usually referred to as the “sponsor department” - to finance all or part of the costs of the body in receipt of the grant-in-aid. Grant-in-aid is paid where the government has decided, subject to Parliamentary controls, that the recipient body should operate at arm’s length. The sponsor department does not therefore seek to impose the same detailed controls over day-to-day expenditure as it would over a grant. For example, the DHSC funds NHS England in this way.

**Value Added Tax (VAT)**

* 1. VAT is not generally charged on a grant. However, HMRC will require you to charge VAT if your Department receives a benefit (supply) from the grant. If your grant is really a contract for goods, services or works, VAT will be payable (see the note on public procurement below).
  2. Paragraph 30 makes it clear the Grant is inclusive of any VAT that is chargeable so the risk of any adverse VAT assessment raised by HMRC is borne by the Grant Recipient.
  3. You need to make it clear to the Grant Recipient that the amount specified in the Grant Funding Letter and the Grant Funding Agreement is the total amount payable by the Department, and no additional amount will be added for any VAT that they have to pay to HMRC.

**Enforceability of grant conditions**

* 1. The question of whether or not a grant is contractually enforceable is complex and it has not yet been tested fully by the courts. There are a number of possible different interpretations available and these interpretations may affect how a template grant funding agreement should provide for enforcement, including methods of recovery of grant funds. There may also be wider ranging implications in procurement law, subsidy control and VAT.
  2. This Grant Funding Agreement template is drafted so it may be legally enforceable or not depending on what your department’s policy is.
  3. One major reason for the current approach is concern about the risk of the Public Contracts Regulations 2015 (the **PCR 2015**) inadvertently becoming applicable to the transaction. The PCR 2015 require contracting authorities to comply with detailed rules in relation to the procurement of public contracts for works, goods and services. Public contracts are defined in section 2(1) of the PCR 2015 as “contracts for pecuniary interest concluded in writing between one or more economic operators and one or more contracting authorities and having as their object the execution of works, the supply of products or the provision of services.” Grants are not generally made by contracting authorities for the acquisition of works, goods or services, so it seems that grants are likely to fall outside of the scope of the PCR 2015, even if contractually binding.
  4. This approach is supported by Recital 4 to Directive 2014/24/EU (the Public Contracts Directive which is transposed in the PCR 2015) which states that:
  5. *“The Union rules on public procurement are not intended to cover all forms of disbursement of public funds, but only those aimed at the acquisition of works, supplies or services for consideration by means of a public contract. It should be clarified that such acquisitions of works, supplies or services should be subject to this Directive whether they are implemented through purchase, leasing or other contractual forms.*
  6. *The notion of acquisition should be understood broadly in the sense of obtaining the benefits of the works, supplies or services in question, not necessarily requiring a transfer of ownership to the contracting authorities. Furthermore, the mere financing, in particular through grants, of an activity, which is frequently linked to the obligation to reimburse the amounts received where they are not used for the purposes intended, does not usually fall within the scope of the public procurement rules.”*
  7. However, it is possible that, depending on the particular circumstances of a grant, there is a risk that a court could consider that a contract for goods, services or works within the scope of the PCRs contract arises. The UK courts may refer to the purpose of the EU legislation, including the recitals, when interpreting the PCRs after EU Exit and the end of the transition period. It will also consider any statements of intent by the parties, but will also have to consider whether any such statement may have been included with the aim of avoiding the application of the PCRs. However, if the grant is not for the acquisition of goods, works or services by the funding body, then PCR 2015 will not apply. Whether or not an arrangement that purports to be a Grant Funding Agreement could be found subject to the procurement rules is ultimately a question which would need to be considered on a case-by-case basis in the light of individual circumstances, but no cases on this point have yet come before the UK courts. It is therefore desirable when advising to undertake a clear analysis at the outset of whether in the actual true intention of the arrangement is to benefit the Grant Recipient and to provide them with monies to be applied to a ‘public good” consistent with the aims of the grant making department, or in reality to discharge some obligation of or obtain some benefit for the grant making department. In the second instance, it is likely that the contract will be, in reality, a contract for services not a true ”grant” and should be treated as such. The Cabinet Office has produced a useful checklist covering a range of types of funding to guide this analysis. In the former case, the risk of the arrangement being found subject to procurement rules should be small. Departments should contact the Grants Centre of Excellence if they need help finding it.

**Subsidy Control**

* 1. From 4th January 2023, the Subsidy Control Act 2022 will have come fully into force. The Act implements a domestic subsidy control regime in the UK that reflects the UK’s strategic interests and particular national circumstances as well as international commitments on subsidy control. The Act will provide the primary legal framework within which public authorities make subsidy decisions. This will replace the ‘interim’ regime which was based on the subsidy control provisions contained in the UK-EU Trade and Cooperation Agreement (TCA) and applied following the UK’s exit from the EU.
  2. The EU State aid rules, which were developed and adopted to support the EU ‘Single Market’, no longer apply to subsidies awarded in the UK from 1 January 2021 except in the limited circumstances when the Northern Ireland Protocol and certain other cases set out in the UK-EU Withdrawal Agreement. In these limited circumstances or where a grant was awarded (in the sense that a legally binding commitment was made) prior to 1 January 2021, the State aid provision in the previous version of the MGFA should be used instead as the EU State aid rules will continue to apply.

Outside these limited circumstances, departments will need to ensure that they are complying with their domestic legal obligations under the Subsidy Control Act 2022, as well as the UK’s other pre-existing and new international obligations in relation to subsidies, including the UK’s commitments arising from the UK’s continued membership of the World Trade Organisation (WTO) and those covered in Free Trade Agreements, where relevant.

* 1. When awarding subsidies departments will need to carry out their own assessment to determine whether the grant is compatible with the subsidy control requirements contained in the Subsidy Control Act and whether it may have implications in respect of the UK’s compliance with its international subsidy obligations. Departments should consider the Statutory Guidance for the United Kingdom Subsidy Control regime [here](https://www.gov.uk/government/publications/uk-subsidy-control-statutory-guidance). Further support and advice can be sought from the BEIS subsidy control team ([subsidycontrol@beis.gov.uk](mailto:subsidycontrol@beis.gov.uk)) or departmental legal advisers where there is doubt as to the status of the measure. BEIS has also published separate guidance for public authorities on complying with the UK’s international obligations on subsidy control [here](https://www.gov.uk/government/publications/complying-with-the-uks-international-obligations-on-subsidy-control-guidance-for-public-authorities).
  2. As defined in Section 2(1) of the Subsidy Control Act 2022, a subsidy is financial assistance which:
* is given, directly or indirectly, from public resources by a public authority,
* confers an economic advantage on one or more enterprises,
* is specific, that is, is such that it benefits one or more enterprises over one or more other enterprises with respect to the production of goods or the provision of services, and
* has, or is capable of having, an effect on competition or investment within the United Kingdom, trade between the United Kingdom and a country or territory outside the United Kingdom, or investment as between the United Kingdom and a country or territory outside the United Kingdom.
  1. Where a grant is considered to be a subsidy, departments will need to be satisfied that the subsidy is consistent with the subsidy control requirements including the principles set out in Schedule 1 of the Subsidy Control Act 2022. Departments may also need to assess the likelihood of triggering a dispute or remedial measures under the World Trade Organisation Agreement on Subsidies and Countervailing Measures (ASCM) and the UK’s other Free Trade Agreements (FTAs) (e.g. the imposition of tariffs to mitigate or eliminate the harmful effect of tariffs). The main sources of these international obligations are:
     + ASCM;
     + FTAs; and
     + The UK-EU Trade and Cooperation Agreement (TCA)
  2. The award of a subsidy must be recorded on the subsidy control database here where required by section 33 of the Act. The BEIS subsidy control team has published a pro forma [here](https://www.gov.uk/government/publications/subsidy-control-principles-assessment-template) which it is highly recommended that departments should use to record their of assessment of how they have complied with the principles set out in the Subsidy Control Act in the design of their subsidy
  3. The Grant Funding Agreement sets out a basic overarching obligation for the Grant Recipient to avoid putting HMG in breach of the UK’s domestic obligations in respect of the Subsidy Control Act 2022 or its international obligations in respect of subsidies. If the Department considers those obligations are not engaged because the Grant Recipient is not an economic actor and/or enterprise or is relying on the subsidy being outside of the scope of the subsidy control requirements on the basis of value, Departments will need to consider whether the subsidy exemption clauses in paragraph 15 and Annex 10 are also required.

**Intellectual Property**

* 1. Before adopting the intellectual property conditions set out at paragraph 16, Departments should stop and think about how they intend to deal with any intellectual property rights (created in connection with the grant) and whether or not, the Department **needs or wants** to own the rights to the intellectual property.
  2. Under paragraph 16 of the Grant Funding Agreement the Grant Recipient owns any intellectual property developed using the grant but will grant a worldwide, non-exclusive, irrecoverable, licence to the Department to use and exploit the intellectual property.
  3. If the policy intent of the grant requires a Department or the Crown to own the intellectual property, Departments will need to seek legal advice to assess the legal implications of this approach and whether doing so, will expose the Department to potential procurement risks.
  4. For example, if the purpose of the grant is to develop a health and safety training programme and the Department decides it needs to own all the intellectual property developed in connection with that programme, it is likely that the monies paid to the Grant Recipient will not be a grant, but payment for services. This is because the arrangement will be more akin to that of a public contract for services, which in turn means that the requirement should have been procured in accordance with the PCR.

**Consortia**

* 1. The Grant Funding Agreement has been drafted to cater for circumstances where the Grant Recipient is undertaking the funded activities independently. The Grant Funding Agreement does not currently cater for grants awarded to consortiums. Departments should seek legal and/or commercial advice from their Departments on what amendments are required to manage a grant award to a consortium so as to ensure that all members of the consortium are bound by the requirements of the grant.
  2. For example, the Department may want to consider whether the Grant Funding Agreement needs to be entered into by one **lead member** of the consortium, as opposed to all the members (the Cabinet Office’s recommended position), or whether the other members of the consortium need to enter into a short **side agreement with the Department regarding the grant**.
  3. Departments may also want to consider whether they need to make it a condition of the grant that the consortium members have a **consortium agreement** in place between each other. This is important to ensure that the consortium has a robust legal basis. It may also be prudent to include conditions regarding changes to the consortium agreement to ensure that the Department has the right to terminate/seek repayment of the grant if the consortium agreement is terminated or materially changed.

**Double Funding**

* 1. Paragraph 4.9 of the conditions require Grant Recipients to declare that acceptance of the grant offered will not result in double funding, for example, they are receiving funding from another source for the same or similar activity.
  2. Any match or pooled funding, where declared, will not be double funding.
  3. The authorised signatory of the declaration will be liable for any false declaration.

**Assets**

* 1. A grant will often be given towards revenue costs rather than towards the purchase of assets. However, to cover situations where the grant is for this purpose, the Grant Funding Agreement contains provisions intended to protect the monies given for those purposes.
  2. These provisions may safely be omitted if funding is to be given solely for revenue purposes. Departments must have regard to the HM Treasury guidance, *Managing Public Money[[1]](#footnote-0)*, which discusses factors to be taken into account when grants are used to fund assets.
  3. The Grant Funding Agreement does not contain provisions to clawback funding when the grant is for the purchase of capital assets nor does it provide for the Departments to have a charge over that asset in the event of a winding up. Departments should therefore consult their legal teams to draft specific provisions in respect of this. If Departments wish to impose further requirements on the Grant Recipient about how the Grant Recipient should purchase assets, Departments should consult their commercial and finance teams when considering imposing further requirements on the Grant Recipient and consult their legal teams to draft specific provisions in respect of any such requirements.
  4. If the Department is funding Capital Assets through the Grant, it should consider whether, in accordance with Annex 5.2 of HM Treasury guidance Managing Public Money, it should take a legal charge over the Asset to protect the Department’s interest in any funded Asset. In these circumstances, the Department should seek appropriate commercial/legal advice.

**The Transfer of Undertakings (Protection of Employment) Regulations 2006 (“TUPE”)**

* 1. TUPE may apply on the award of grant funding, although much will depend on the facts in any given case. For example, if grant funding is provided over a number of years to one recipient which is entirely reliant on such funding and such funding is subsequently re-allocated to a new recipient carrying out fundamentally the same activities, it may be possible to argue that the employees of the organisation previously in receipt of the funding should transfer under TUPE to the new Grant Recipient. In some situations, there could also potentially be a transfer of assets which could give rise to a TUPE transfer.
  2. A key factor in determining whether TUPE will apply is whether it is possible to identify either a transfer of assets on the reallocation of the grant funding or whether there is, in practice, (i.e. regardless of the documentation in place) a dedicated team of employees at the current grant recipient carrying out the funded activities on behalf of the Department, which are subsequently provided by another organisation on behalf of the Department following the reallocation of grant funding in fundamentally the same way. It should be noted that if a service contract were in place, there would likely be contractual provisions dealing with the application of TUPE on the commencement and termination of the service, although this should be checked.However, this is unlikely to be the case under many historic Grant Funding Agreements (although this should be checked) and accordingly careful consideration of any TUPE risk is particularly important is such circumstances.
  3. It will be the new Grant Recipient’s responsibility to carry out its own due diligence and make enquiries of the present funded organisation to determine whether TUPE may apply to the Funded Activities. Although the Department may be neither the transferor or transferee for TUPE purposes, it will also usually be in the Department’s interest to consider, at an early stage, whether TUPE could potentially apply on the re-allocation of grant funding. This is on the basis that if TUPE may apply, the new Grant Recipient will likely want to understand its potential liabilities in this regard, which could impact on costs and/or delivery of the Funded Activities.
  4. **TUPE provisions are included at clause 27 of this MGFA, some of which are optional. Further guidance on when to include those optional clauses is included alongside the clauses. Departments should seek legal advice from their employment legal advisors/TUPE specialist before including any of the optional clauses.**

**Data Protection**

* 1. On 25 May 2018 new data protection legislation came into force. The legislation contains a range of new measures relating to data protection, including mandatory contract clauses which must appear in contracts under which one party (the "processor") is processing personal data on behalf of, and following the instructions of, the other (the "controller").
  2. This Grant Funding Agreement assumes that no personal data is being processed by one party on behalf of the other. You should consider whether any personal data will be processed by either party on behalf of the other in the course of the grant agreement being performed. Where this is the case, this agreement should be amended in line with the guidance and optional parts of paragraph 14 and the separate data protection addendum which has been prepared in connection with this agreement and which can be found in Annex 8.
  3. Where a Department has decided not to make the Grant Funding Agreement contractually binding, but personal data will be processed, the Department will need to ensure that they have complied with their obligations under Article 28 of the General Data Protection Regulation (as retained in UK law), which requires that agreements with data processors be governed by a binding contract or other legal act that is binding on the processor.
  4. After 1 January 2021, the General Data Protection Regulation remains in force in the UK by operation of the European Union (Withdrawal) Act 2018. There are separate definitions of ‘UK GDPR’ and ‘EU GDPR’ in the grant agreement to reflect the two separate data protection regimes. The UK has made an ‘adequacy regulation’ about EEA/EU countries which means that personal data can still flow freely from the UK to EEA/EU countries without any additional measures. The UK has made ‘adequacy regulations’ about some other countries too; the ICO website has a list of these countries and it is possible that that list will change so this list should be checked if personal data is being processed outside the UK. The EU has made an ‘adequacy decision’ about the UK which means that personal data can flow freely from the EU to the UK. Please see further detail and guidance in Annex 8 and paragraph 14 of the agreement as to data protection provisions.

1. **How to use this template**
   1. Before you use this template, you should read the drafting notes contained at paragraph 2 of this Grant Funding Agreement.
   2. This template has been drafted to help you meet the Government Functional Standards for General Grants (the **Grant Standards**). The Grant Standards are [here](https://www.gov.uk/government/news/new-standards-announced-for-government-grants).
   3. You are not required to use the Grant Funding Agreement but you are encouraged to do so wherever possible. **You may tailor the template to suit the Grant’s specific needs**.
   4. The following paragraphs in the Grant Funding Agreement have been drafted to comply with the Grant Standards. Do not change these without taking legal advice first:
      1. Duration and Purpose of the Grant (paragraph 3);
      2. Eligible Expenditure (paragraph 5 and Annex 5). Please note Departments must include paid for lobbying as an ineligible activity. **The wording set out in paragraph 5 of the GFA has been approved by No. 10’s special Advisors and must not be deleted;**
      3. Annual Grant Review (paragraph 6);
      4. Monitoring and Reporting (paragraph 7);
      5. Auditing and Assurance (paragraph 8);
      6. Financial Management and Prevention of Bribery, Corruption, Fraud and Other Irregularity (paragraph 9);
      7. Statutory Duties (paragraph 13);
      8. Data Protection and Public Procurement (paragraph 14);
      9. Subsidy Control (paragraph 15) and
      10. Clawback, Events of Default, Termination and Rights Reserved for Breach and Termination (paragraph 26).
   5. You also need to complete the following annexes with the requisite information to satisfy the requirements of the Grant Standards:
      1. Funded Activities (Annex 2);
      2. Payment Schedule (Annex 3);
      3. Eligible Expenditure (Annex 5);
      4. Agreed Performance Measures and Outcomes (Annex 6).
2. **Before using this document**
   1. **Please make sure that before you use this document that:** 
      1. You have checked it is the most up to date version;
      2. You are using it in the right context and that the document will be amended to reflect that context;
      3. If you have any questions that you speak to the Cabinet Office grants team or your lawyers before making any amendments or issuing the document;

**You:**

* + 1. delete all drafting notes before you send the Grant Funding Agreement to the Grant Recipient
    2. remove all guidance notes and boxes;
    3. delete all square brackets;
    4. check all cross-references; and
    5. delete all optional paragraphs not being used.

**TEMPLATE VERSION CONTROL**

| **VERSION** | **DATE** | **COMMENT** |
| --- | --- | --- |
| 4.0 | 19 October 2018 | Release of Model GFA V4. |
| 4.1 | 24 January 2019 | Updated publicity clause and updated TUPE and Data Protection guidance. Amended Termination provisions to clarify the events of default (paragraph 25) and removal of optionality at paragraph 30 (Code to Conduct, following its publication in November 2018). |
| 4.3 | 24 February 2021 | Updated draft to address matters related to the end of the transition period, including in relation to state aid/subsidy, data protection and the effects of the European Union (Withdrawal) Act 2018. |
| 4.3.1 | 17 June 2021 | Updates to Annex 10 and definitions to reflect that only de minimis State aid is counted for the purposes of calculating the relevant threshold for Small Amounts of Financial Assistance in the TCA. |
| 4.4 | 11 November 2022 | Draft updated to address the following:  1.up to date data protection provisions post EU exit;  2. references to Her Majesty amended to His Majesty;  3. paragraph 5.2 amended to refer to Annex 5; and  4. new Funded by UKG provisions have been added at paragraph 31.2, as well as a definition of ‘Branding Manual’ with space to insert the date of publication and a hyperlink to the document, if it is published on gov.uk. Paragraph 31.1 is what was paragraphs 31.1 to 31.3. |
| 4.5 | 31 January 2023 | Updates to notes and provisions covering - Subsidy Control.  Update to notes and provisions covering – TUPE.  General minor formatting updates and typographical error corrections.  New Funded by UKG provisions have been added at paragraph 32.2, along with a definition of Branding Manual (under definitions and interpretation, page 2).  Annex 6 – removal of the term outputs, replaced with milestones, performance measures and outcomes. |
| 4.5.1 | 20 February 2023 | Minor update to add missing words to the definition of Special Payments. |

Document last reviewed by GLD on 14 February 2023;

Date for next GLD review November 2023.

[THE AUTHORITY]

**and**

[THE GRANT RECIPIENT]

**GRANT FUNDING AGREEMENT FOR [ ]**

[1.](#_heading=h.3dy6vkm) INTRODUCTION 1

[2.](#_heading=h.4d34og8) DEFINITIONS AND INTERPRETATION 2

[CONDITIONS 9](#_heading=h.17dp8vu)

[3.](#_heading=h.3rdcrjn) DURATION AND PURPOSE OF THE GRANT 9

[4.](#_heading=h.35nkun2) PAYMENT OF GRANT 9

[5.](#_heading=h.3whwml4) ELIGIBLE AND INELIGIBLE EXPENDITURE 11

[6.](#_heading=h.qsh70q) ANNUAL GRANT REVIEW 13

[7.](#_heading=h.49x2ik5) MONITORING AND REPORTING 14

[8.](#_heading=h.3o7alnk) AUDITING AND ASSURANCE 15

[9.](#_heading=h.1hmsyys) FINANCIAL MANAGEMENT AND PREVENTION OF BRIBERY, CORRUPTION, FRAUD AND OTHER IRREGULARITY 17

[10.](#_heading=h.vx1227) CONFLICTS OF INTEREST 17

[11.](#_heading=h.3fwokq0) CONFIDENTIALITY 17

[12.](#_heading=h.1v1yuxt) TRANSPARENCY 18

[13.](#_heading=h.2u6wntf) STATUTORY DUTIES 18

[14.](#_heading=h.19c6y18) DATA PROTECTION AND PUBLIC PROCUREMENT 19

[15.](#_heading=h.nmf14n) SubsidY CONTROL 20

[16.](#_heading=h.37m2jsg) INTELLECTUAL PROPERTY RIGHTS 22

[17.](#_heading=h.46r0co2) ENVIRONMENTAL REQUIREMENTS 22

[18.](#_heading=h.2lwamvv) ASSETS 22

[19.](#_heading=h.2dlolyb) INSURANCE 24

[20.](#_heading=h.sqyw64) ASSIGNMENT 24

[21.](#_heading=h.3cqmetx) SPENDING CONTROLS – MARKETING, ADVERTISING, COMMUNICATIONS AND CONSULTANCY 25

[22.](#_heading=h.1smtxgf) LOSSES, GIFTS AND SPECIAL PAYMENTs 25

[23.](#_heading=h.4cmhg48) BORROWING 25

[24.](#_heading=h.2rrrqc1) PUBLICITY 25

[25.](#_heading=h.261ztfg) CHANGES TO THE AUTHORITY’S REQUIREMENTS 27

[26.](#_heading=h.356xmb2) CLAWBACK, EVENTS OF DEFAULT, TERMINATION AND RIGHTS RESERVED FOR BREACH AND TERMINATION 27

[27.](#_heading=h.3nqndbk) TUPE 30

[28.](#_heading=h.i17xr6) EXIT PLAN 33

[29.](#_heading=h.320vgez) DISPUTE RESOLUTION 33

[30.](#_heading=h.1h65qms) LIMITATION OF LIABILITY 33

[31.](#_heading=h.415t9al) VAT 34

[32.](#_heading=h.2gb3jie) CODE OF CONDUCT FOR GRANT RECIPIENTS AND BRANDING MANUAL 34

[33.](#_heading=h.3fg1ce0) NOTICES 35

[34.](#_heading=h.1ulbmlt) GOVERNING LAW 35

[35.](#_heading=h.4ekz59m) CHANGES TO THIS GRANT FUNDING AGREEMENT 35

[ANNEX 1 – GRANT Funding LETTER and grant application 37](#_heading=h.2tq9fhf)

[ANNEX 2 –THE FUNDED ACTIVITIES 39](#_heading=h.18vjpp8)

[ANNEX 3 – PAYMENT SCHEDULE 40](#_heading=h.280hiku)

[ANNEX 4 – GRANT RECIPIENT’S BANK DETAILS 42](#_heading=h.n5rssn)

[ANNEX 5 – ELIGIBLE EXPENDITURE SCHEDULE 44](#_heading=h.375fbgg)

[ANNEX 7 – CONTACT DETAILS 46](#_heading=h.46ad4c2)

[ANNEX 8 – DATA PROTECTION PROVISIONS (Optional) 47](#_heading=h.2lfnejv)

[ANNEX 9 - EXIT (OPTIONAL) 61](#_heading=h.2i9l8ns)

[ANNEX 10: SUBSIDY CONTROL (OPTIONAL) 63](#_heading=h.3utoxif)

**This Grant Funding Agreement** is made on [insert date of signature]

**Between:**

1. [SECRETARY OF STATE FOR][INSERT THE NAME OF GRANT MAKING DEPARTMENT], whose principal address is at [ADDRESS] (the “**Authority**”)
2. [INSERT THE FULL NAME OF THE GRANT RECIPIENT], whose principal address is at [ADDRESS] (the “**Grant** **Recipient”**).

**In relation to:**

**Project Name: [insert project name]**

**Project Number: [insert project number (if applicable) otherwise remove].**

***[Guidance: this section is optional and is only included to provide some context to the agreement].***

**BACKGROUND**

1. ***[It is good practice for Departments to reference the respective statutory provision which is relied upon for making the Grant. Where the respective statutory provision requires satisfaction of any conditions precedent (i.e. some statutory grants require prior His Majesty’s Treasury approval) Departments should ensure that these are set out in the Grant Funding Letter.*** [The Grant is made pursuant to section [ ] of [ ] Act [19/20[ ] ]. If the payment of the Grant is subject to the satisfaction of conditions, those conditions precedent and the date for satisfaction are set out in the Grant Funding Letter]
2. The Authority ran a competition for grant applications in respect of [ ].
3. The Grant Recipient was successful under that competition and the Authority awarded it a Grant to deliver [ ].
4. The Authority will provide the Grant to the Grant Recipient as provided for in this Grant Funding Agreement.
5. The Grant Recipient will use the Grant solely for the Funded Activities.

These conditions collectively (the **Conditions**) are as follows:

1. **INTRODUCTION**
   1. This Grant Funding Agreement sets out the Conditions which apply to the Grant Recipient receiving the Grant from the Authority up to the Maximum Sum.
   2. The Authority and the Grant Recipient have agreed that the Authority will provide the Grant up to the Maximum Sum as long as the Grant Recipient uses the Grant in accordance with this Grant Funding Agreement.
   3. The Authority makes the Grant to the Grant Recipient on the basis of the Grant Recipient’s grant application a copy of which is attached at Annex 1 Part B for the provision of [insert what the purpose of the grant is here].
   4. [The Parties confirm that it is their intention to be legally contractually bound by this Grant Funding Agreement] OR [The Parties confirm that: (i) this Grant Funding Agreement arises solely pursuant to the exercise of a statutory power by the Authority; and (ii) in entering into this Grant Funding Agreement the Parties do not intend to create legal contractual relations].
2. **DEFINITIONS AND INTERPRETATION** 
   1. Where they appear in these Conditions:

**Annex** means the annexes attached to these Conditions which form part of the Grant Funding Agreement;

**Asset** means any assets that are to be purchased or developed using the Grant including equipment or any other assets which may be a Fixed Asset [and/or Major Asset] as appropriate in the relevant context, and **Assets** will be construed accordingly; ***Guidance: the definition of Assets will be applicable to grants for Capital Grants. If the grant is for a revenue only grant and the purchase or creation of Assets are prohibited, Departments should amend paragraph 18 accordingly***

**Asset Owning Period** means the period during which the Assets are recorded as Assets in the Grant Recipient’s accounts;

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

**Branding Manual** means the HM Government of the United Kingdom of Great Britain and Northern Ireland Branding Manual Funded by UK Government first published by the Cabinet Office in November 2022, and is available [here](https://gcs.civilservice.gov.uk/guidance/marketing/branding-guidelines/), including any subsequent updates from time to time;

**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 [here](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 on which the Grant Funding Agreement comes into effect, being the [**Insert commencement date]**;

**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:

1. 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;

1. any information developed by the Parties in the course of delivering the Funded Activities;
2. the Authority Personal Data; and
3. any information derived from any of the above.

Confidential Information shall not include information which:

1. was public knowledge at the time of disclosure (otherwise than by breach of paragraph 11 of these Conditions;
2. was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;
3. is received from a Third Party (who lawfully acquired it) without restriction as to its disclosure; or
4. is independently developed without access to the Confidential Information.

**Contracting Authority** means any contracting authority (other than the Authority) as defined in regulation 2 of the Public Contracts Regulations 2015 (as amended);

**Controller** **and Processor** take 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 Executive 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;

**DPA 2018** means the Data Protection Act 2018;

**Data Protection Legislation** means (i) the UK GDPR; (ii) the DPA 2018 to the extent that it relates to the processing of Personal Data and privacy; (iii) (to the extent that it applies) the EU GDPR; (iv) all applicable Law relating to the processing of Personal Data and privacy;

**De Minimis Regulation** means Commission Regulation (EU) 1407/2013;

**De Minimis State Aid** means State aid granted pursuant to the De Minimis Regulation;

**Disposal** means the disposal, sale, transfer of an Asset or any interest in any Asset and

includes any contract for disposal;

**Duplicate Funding** meansfunding provided by a Third Party to the Grant Recipient, which is for the same purpose for which the Grant was made, but has not been declared to the Authority;

**EIR** means the Environmental Information Regulations 2004;

**Eligibility Criteria** mean the Authority’s selection criteria used to determine who should be grant recipients including the Grant Recipient;

**Eligible Expenditure** means the expenditure incurred by the Grant Recipient during the Funding Period for the purposes of delivering the Funded Activities which comply in all respects with the eligibility rules set out in paragraph 5 of these Conditions;

**Employment Regulations** means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) or any successor legislation;

**EU GDPR** means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) as it has effect in EU law;

**Event of Default** means an event or circumstance set out in paragraph 26.1;

**Financial Year** means from 1 April to 31 March;

**Fixed Asset** means any Asset which consists of land, buildings, plant and equipment acquired, developed, enhanced or constructed in connection with the Funded Activities;

**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;

**[Former Grant Recipient** means any third-party provider carrying out activities which are the same or substantially similar to any of the Funded Activities and who is in receipt of grant funding provided by the Authority for the purposes of carrying out such activities, before the date of the Relevant Transfer;] ***[Guidance: Insert this definition if optional Clause 27.1 is selected]***

**Funded Activities** means the activities set out in Annex 2**;**

**Funding Period** means the period for which the Grant is awarded starting on the Commencement Dateand ending on [**INSERT**]; [***Guidance: the Funding Period should be the anticipated end date of the Funded Activities. For single year awards the end date should be no later than the end of the Financial Year (i.e., 31 March). For multi-year awards it should be no later than the 31 March of the final Financial Year of the award. Departments should be clear with the Grant Recipient that any funding for future Financial Years (and as set out in Annex 3 (Payment Schedule)) is indicative only]***

**Grant** means the sum or sums the Authority will pay to the Grant Recipient in accordance with paragraph 4 and subject to the provisions set out at paragraph 26.

**Grant Claim** means the payment request **[form/claim form]** submitted by the Grant Recipient to the Authority for payment of the Grant; *[****Guidance: these Conditions do not contain a template Grant claim form/request for payment form as the level of information required for assurance purposes will vary between Departments depending on its internal policy requirements and/or type and value of the Grant. Departments should therefore consult their commercial/legal teams for advice on whether the Department has its own pro forma and/or whether any specific documents need to be submitted by the Grant Recipient. Alternatively, Departments can use the template grant claim form and invoicing template on the Grant Centre of Excellence which can be found*** [***here***](https://gcoe.civilservice.gov.uk/award/)***]***

**Grant Funding Agreement** means these Conditions together with its annexes and schedules including but not limited to the Annex 1 Grant Funding Letter;

**Grant Funding Letter** means the letter the Authority issued to the Grant Recipient dated [ ], a copy of which is set out in Annex 1;

**Grant Manager** means the individual who has been nominated by the Authority to be the single point of contact for the Grant Recipient in relation to the Grant; *[****Guidance: the Grant Manager is likely to be the policy lead responsible for monitoring activity and spend; ensuring grant objectives are achieved and evidenced and that the Funded Activities/agreed outputs continue to meet the Department’s policy objectives throughout the Funding Period.]***

**HMRC** means HM Revenue and Customs;

**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 incurred by the Grant Recipient which is not Eligible Expenditure and as set out in paragraph 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 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;

**IP Completion Day** has the meaning given to it in the European Union (Withdrawal) Act 2020;

**IPR Material** means all material produced by the Grant Recipient or its Representatives in relation to the Funded Activities 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);

**Independent Controller** means a Party which is Controller of the same Personal Data as the other Party and there is no element of joint control with regards to that Personal Data;

**Instalment Period** means the intervals set out in Annex 3 when the Authority will release payment of the Grant to the Grant Recipient during the Funding Period;

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

**Law** means any applicable law, statute, right within the meaning of the European Union (Withdrawal) Act 2018 as amended by the European Union (Withdrawal Agreement) Act 2020, byelaw, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body, 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;

**[Major Asset** means an Asset being used for the Funded Activities which is not a Fixed Asset but has a value as at the date of this Grant Funding Agreement of at least [£ ***Insert the Major Assets value]***;

**Match Funding** means any contribution to the Funded Activities from a Third Party to the Grant Recipient to meet the balance of the Eligible Expenditure not supported by the Grant**;**

**Maximum Sum** means the maximum amount of the Grant the Authority will provide to the Grant Recipient for the Funded Activities subject to paragraph 26;

**Northern Ireland Protocol** means the protocol on Ireland and Northern Ireland in the EU withdrawal agreement;

**Party** means the Authority or Grant Recipient and **Parties** shall be each Party together;

**Personal Data** has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;

**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;

**Prohibited Act** means:

1. directly or indirectly offering, giving or agreeing to give to any servant of the Authority or the Crown any gift or consideration of any kind as an inducement or reward for:
   * + - 1. doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of the Grant Funding Agreement; or
         2. showing or not showing favour or disfavour to any person in relation to the Grant Funding Agreement;
2. committing any offence:
   * + - 1. under the Bribery Act;
         2. under legislation creating offences in respect of fraudulent acts; or
         3. at common law in respect of fraudulent acts in relation to the Grant Funding Agreement; or
3. defrauding or attempting to defraud or conspiring to defraud the Authority or the Crown;

**Publication** meansany announcement, comment or publication of any publicity material by the Grant Recipient concerning the Funded Activities, the Grant Funding Agreement or the Authority;

**Relevant Transfer** means a transfer of employment to which the Employment Regulations apply;

**Remedial Action Plan** means the plan of action submitted by the Grant Recipient to the Authority following an Event of Default pursuant to the Rectification Plan process set out in paragraphs 26.4;

**Replacement Funded Activities** means any activities which are the same or substantially similar to any of the Funded Activities and which are provided in substitution for any of the Funded Activities after the expiry or termination or partial termination of this Grant Funding Agreement whether those services are provided by the Authority or a third party;

**Replacement Grant Recipient** means any third-party provided or Replacement Funded Activities (or where the Authority is providing Replacement Funded Activities for its own account, the Authority);

**Representatives** means any of the Parties’ duly authorised directors, employees, officers, agents, professional advisors and consultants;

**Special Payments** means ex gratia expenditure by the Grant Recipient to a third party where no legal obligations exist for the payment and/or other extra-contractual expenditure. Special Payments may include, but is not limited to, out-of-court settlements, compensation or additional severance payments to the Grant Recipient’s employees;

**State Aid Law** means the law embodied in Articles 107- 109 of the Treaty on the Functioning of the European Union and any related legislation adopted by the Council, European Parliament and/or the Commission (including implementing legislation) decisions and communications to the extent it applied or continues to apply at any time in the United Kingdom;

**Subsidy Control Act** means the Subsidy Control Act 2022 which implements a domestic subsidy control regime in the United Kingdom;

**Third Party** means any person or organisation other than the Grant Recipient or the Authority;

**Trade and Cooperation Agreement** means the Trade and Cooperation Agreement between the European Union and the European Atomic Energy Community, of the one part, and the United Kingdom of Great Britain and Northern Ireland, of the other part (as that agreement is modified or supplemented from time to time in accordance with any provision of it or of any other future relationship agreement);

**UK GDPR** means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (United Kingdom General Data Protection Regulation), as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018, together with the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019;

**Unspent Monies** means any monies paid to the Grant Recipient 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 these Conditions;

**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 [or means any day from Monday to Friday (inclusive) which is not a statutory bank holiday in [Northern Ireland] [Scotland]].

* 1. In these Conditions, unless the context otherwise requires:
     1. the singular includes the plural and vice versa;
     2. reference to a gender includes the other gender and the neuter;
     3. references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;
     4. a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
     5. any reference in these Conditions which immediately before IP Completion Day (or such later date when relevant EU law ceases to have effect pursuant to Section 1A of the European Union (Withdrawal) Act 2018) was a reference to (as it has effect from time to time):

(i) any EU regulation, EU decision, EU tertiary legislation or provision of the European Economic Area (“**EEA**”) agreement (“**EU References**”) which forms part of domestic law by application of section 3 of the European Union (Withdrawal) Act 2018 shall be read on and after IP Completion Day as a reference to the EU References as they form part of domestic law by virtue of section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time; and

(ii) any EU institution or EU authority or other such EU body shall be read on and after IP Completion Day as a reference to the UK institution, authority or body to which its functions were transferred;

* + 1. 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. 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;
    3. 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;
    4. references to “paragraphs” and “Annexes” are, unless otherwise provided, references to the paragraphs and annexes of these Conditions and references in any Annex to parts, paragraphs and tables are, unless otherwise provided, references to the parts, paragraphs and tables of the Annex in which these references appear; and
    5. the headings in these Conditions are for ease of reference only and will not affect the interpretation or construction of these Conditions.
  1. Where there is any conflict between the documents that make up this Grant Funding Agreement the conflict shall be resolved in accordance with the following order of precedence:
     1. the Conditions set out within this Grant Funding Agreement;
     2. Annex 1 – The Authority’s Grant Funding Letter; and
     3. [If applicable, the Grant Award Criteria].

**CONDITIONS**

1. **DURATION AND PURPOSE OF THE GRANT**
   1. The Funding Period starts on [ ] (the **Commencement Date**) and ends on [xx Month 20xx] unless terminated earlier in accordance with this Grant Funding Agreement.
   2. The Grant Recipient will ensure that the Funded Activities start on [xx Month 20xx] but where this has not been possible, that they start no later than 3 months after the Commencement Date.

* 1. The Grant Recipient shall use the Grant solely for the delivery of the Funded Activities. The Grant Recipient may not make any changes to the Funded Activities.
  2. If the Authority wants to make a change to the Funded Activities (including for example reducing the Grant or removing some of the Funded Activities fromAnnex 2) it may do so on [ ] days’ written notice to the Grant Recipient. **[Guidance: a pro-forma Grant Addendum is available on the Grants Hub].**

1. **PAYMENT OF GRANT**

***[Guidance: a Grant Claim is the specified level of assurance the Grant Manager needs before they may authorise release of the Grant. The Grant Manager must make sure that:***

* ***they have carried out the necessary due diligence; and***
* ***they have received sufficient assurance from the Grant Recipient that the activities have been paid for and carried out.***

***If the Grant is to be paid before the Funded Activities is carried out, the Grant Manager needs to get assurance from the Grant Recipient that:***

* ***any previous Grant funding has been used properly; or***
* ***the forthcoming work is sufficiently well planned and costed to allow for payment of the Grant to be released.***

***Generally speaking Government Grants are normally offered on a reimbursement basis (i.e. once the Department has received assurance from the Grant Recipient that they have incurred the Eligible Expenditure). If a Department considers that the Grant needs to be made in advance of expenditure, the Department must ensure they that have undertaken any necessary due diligence (to comply with its internal policy requirements) and have checked whether His Majesty’s Treasury Approval is required before payment can be made.***

* 1. Subject to the remainder of this paragraph 4 the Authority shall pay the Grant Recipient an amount not exceeding **[insert the total Grant amount in words and pounds sterling]**. The Authority shall pay the Grant in pound sterling (GBP) [and into a bank located in the UK].
  2. The Grant Recipient must complete and sign the Confirmation of Bank Details and Signatories (Annex 4) as part of their acceptance of the Grant. No payment can be made in advance of receipt of a correctly completed and signed form.
  3. The signatory must be the chief finance officer or someone with proper delegated authority. Any change of bank details must be notified immediately on the same form and signed by an approved signatory. Any change of signatory must be notified to the Authority for approval, as soon as known.
  4. The Grant represents the Maximum Sum the Authority will pay to the Grant Recipient under the Grant Funding Agreement. The Maximum Sum will not be increased in the event of any overspend by the Grant Recipient in its delivery of the Funded Activities. [The Grant Recipient 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 Authority may do so, however, the Grant amount will still be for the sum agreed in GBP as at the Commencement Date].
  5. The Authority will only pay the Grant to the Grant Recipient in respect of Eligible Expenditure incurred by the Grant Recipient to deliver the Funded Activities. The Authority will not pay the Grant until it is satisfied that the Grant Recipient has paid for the Funded Activities in full and the Funded Activities have been delivered during the Funding Period**. [Or The Authority will only pay the Grant to the Grant Recipient once the Authority is satisfied that the Grant Recipient has provided a sufficient level of assurance to demonstrate that the Grant will be used for Eligible Expenditure.]**
  6. The Grant Recipient will provide the Authority with evidence [of the costs/payments, which are classified as Eligible Expenditure in paragraph 5.2, which may include (but will not be limited to) receipts and invoices or any other documentary evidence specified by the Authority].
  7. The Grant Recipient shall declare to the Authority any Match Funding which been approved or received, before the Commencement Date. If the Grant Recipient intends to apply for, is offered or receives any further Match Funding during the Funding Period, the Grant Recipient shall notify the Authority before accepting or using any such Match Funding. On notifying the Authority of the Match Funding the Grant Recipient shall confirm the amount, purpose and source of the Match Funding and the Authority shall confirm whether it is agreeable to the Grant Recipient accepting the Match Funding. If the Authority does not agree to the use of Match Funding the Authority shall be entitled to terminate the Grant Funding Agreement in accordance with paragraph 26.1.9 and where applicable, require all or part of the Grant to be repaid.
  8. Where the use of Match Funding is permitted the Grant Recipient shall set out any Match Funding it receives in the format required by Annex 3 and send that to the Authority. This is so the Authority knows the total funding the Grant Recipient has received for the Funded Activities.
  9. The Grant Recipient agrees that:
     1. it will not apply for, or obtain, Duplicate Funding in respect of any part of the Funded Activities which have been paid for in full using the Grant;
     2. the Authority may refer the Grant Recipient to the police should it dishonestly and intentionally obtain Duplicate Funding for the Funded Activities;
     3. The Authority will not make the first payment of the Grant and/or any subsequent payments of the Grant unless or until, the Authority is satisfied that:
        1. the Grant will be used for Eligible Expenditure only; and
        2. if applicable, any previous Grant payments have been used for the Funded Activities or, where there are Unspent Monies, have been repaid to the Authority.
  10. The Grant Recipient shall submit by the **[please insert]** Working Day of the month following the end of the relevant Instalment Period the Grant Claim together with a copy of Annex 5 of these Conditions (Eligible Expenditure) and any other documentation as prescribed by the Authority, from time to time.
  11. Unless otherwise stated in these Conditions, payment of the Grant will be made within 30 days of the Authority approving the Grant Recipient’s Grant Claim.
  12. The Authority will have no liability to the Grant Recipient for any Losses caused by a delay in the payment of a Grant Claim howsoever arising.
  13. The Authority reserves the right not to pay any Grant Claims, which are not submitted within the period set out in paragraph 4.10 or Grant Claims, which are incomplete, incorrect or submitted without the full supporting documentation.
  14. The Grant Recipient shall promptly notify and repay immediately to the Authority any money incorrectly paid to it either as a result of an administrative error or otherwise. This includes (without limitation) situations where the Grant Recipient is paid in error before it has complied with its obligations under the Grant Funding Agreement. Any sum, which falls due under this paragraph 4.14, shall fall due immediately. If the Grant Recipient fails to repay the due sum immediately [or within any other timeframe specified by the Authority] the sum will be recoverable summarily as a civil debt.
  15. ***[Guidance: it will be easier to clawback the Grant if you require the Grant Recipient to hold Grant monies in a separate bank account. That way the Grant will not mix with the Grant Recipient’s other funds. If you are paying the Grant ahead of need/the Funded Activities, being carried out you may also wish to include this paragraph 4.15]*** The Grant will be paid into a separate bank account in the name of the Grant Recipient which must be an ordinary business bank account. All cheques from the bank account must be signed by at least two individual Representatives of the Grant Recipient.
  16. Where the Grant Recipient enters into a contract with a Third Party in connection with the Funded Activities, the Grant Recipient will remain responsible for paying that Third Party. The Authority has no responsibility for paying Third Party invoices.
  17. Onward payment of the Grant and the use of sub-contractors shall not relieve the Grant Recipient of any of its obligations under the Grant Funding Agreement, including any obligation to repay the Grant.
  18. The Grant Recipient may not retain any Unspent Monies without the Authority’s prior written permission.
  19. If at the end of the relevant Financial Year there are Unspent Monies, the Grant Recipient shall repay such Unspent Monies to the Authority no later than [30 days]of the Authority’s request for repayment.

1. **ELIGIBLE AND INELIGIBLE EXPENDITURE**

***[Guidance: The Grant Recipient must provide details of Eligible Expenditure in respect of all Funded Activities and must record this expenditure in Annex 5 of these Conditions, including items of expenditure that are expressly ineligible. Further guidance on Eligible Expenditure terms is set out in Grant Standard 6*** [***here***](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/722200/Grants-Standard-SIX-Grant-Agreements.pdf)***.***

***Payments that support activities of a political or exclusively religious nature, such as lobbying, and other expenses classified as improper are not Eligible Expenditure, which the Grant can be used to meet. “The expectation from the Cabinet Office, supported by the Chief Executive for the Civil Service, is that all grants must include eligible expenditure terms and that paid for lobbying - unless a requirement of the grant - and attempting to exert undue influence using taxpayer funding, will always be prevented under those terms”.***

***It is permissible for organisations to spend their own funds on Ineligible Expenditure as part of the Funded Activities. If there is no Ineligible Expenditure this should be explicitly stated in Annex 5. Any expenditure made using the Grant, which is ineligible, will be repayable to the Authority.***

***The list of Eligible and Ineligible Expenditure set out in this paragraph 5 below is not an exhaustive list and is not intended to be a universal list of what is permissible or otherwise under Eligible Expenditure terms. The Cabinet Office guidance on Eligible and Ineligible Expenditure makes is clear that “The critical point is that the grant-owning department can specify what is and is not included to tailor eligible expenditure terms to the requirements of the grant: so there is no requirement for an exemptions policy”.]***

* 1. The Authority will only pay the Grant in respect of Eligible Expenditure incurred by the Grant Recipient to deliver the Funded Activities and the Grant Recipient will use the Grant solely for delivery of the Funded Activities (as set out in Annex 2 of these Conditions).
  2. The items listed in Annex 5 and the following costs/payments will be classified as Eligible Expenditure if incurred for the purposes of the Funded Activities**:**
     1. fees charged or to be charged to the Grant Recipient by the external auditors/accountants for reporting or certifying that the Grant paid was applied for its intended purposes.
     2. giving evidence to Parliamentary Select Committees;
     3. attending meetings with government ministers or civil servants to discuss the progress of a taxpayer funded grant scheme;
     4. responding to public consultations, where the topic is relevant to the objectives of the Funded Activities. To avoid doubt, Eligible Expenditure does not include the Grant Recipient spending the Grant on lobbying other people to respond to any such consultation (unless explicitly permitted in the Grant Funding Agreement);
     5. providing independent, evidence-based policy recommendations to local government, government departments or ministers, where that is the objective of a taxpayer funded grant scheme, for example, ‘What Works Centres’; and
     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.
  3. ***[Guidance:*** ***To be removed unless agreed by the Grant Manager that this is a Research Grant.]*** The following list is specific to government research grants, including, for example, those awarded to the National Academies:
     1. publishing and publicising the results of research paid for using taxpayer funded grants;
     2. hosting science and research communication events, for example, science festivals, Royal Society’s Summer Science Exhibition, visits, breakfasts, dinners or receptions, seminars, the use of newsletters and campaigns, and sharing information with Parliament to expound greater understanding of research outcomes or launch a research project or equipment;
     3. working with or through a Third-Party organisation or commercial partners, which are not professional lobbying organisations, to conduct, communicate or publish research findings and inform policy;
     4. contributing expert scientific and academic advice to inform government policy and funding or make the case for science; and
     5. developing proposals for future research grants.
  4. The Grant Recipient may not in any circumstance claim the following non-exhaustive list as Eligible Expenditure. The list below does not override activities which are deemed eligible in these Conditions:
     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;
     2. using the Grant to directly enable one part of government to challenge another on topics unrelated to the agreed purpose of the Grant;
     3. using the Grant to petition for additional funding;
     4. expenses such as for entertaining, specifically aimed at exerting undue influence to change government policy;
     5. input VAT reclaimable by the Grant Recipient from HMRC;
     6. payments for activities of a political or exclusively religious nature;

***Guidance: Departments will need to consider whether all of the items listed below should be permissible for the purposes of the Grant and amend the below paragraph accordingly.***

* 1. Other examples of expenditure, which are prohibited, include the following:
     1. contributions in kind;
     2. interest payments or service charge payments for finance leases;
     3. gifts;
     4. statutory fines, criminal fines or penalties civil penalties, damages or any associated legal costs;
     5. payments for works or activities which the Grant Recipient, or any member of their Partnership has a statutory duty to undertake, or that are fully funded by other sources;
     6. bad debts to related parties;
     7. payments for unfair dismissal or other compensation;
     8. depreciation, amortisation or impairment of assets owned by the Grant Recipient;
     9. the acquisition or improvement of Assets by the Grant Recipient (unless the Grant is explicitly for capital use – this will be stipulated in the Grant Funding Letter); and
     10. liabilities incurred before the commencement of the Grant Funding Agreement unless agreed in writing by the Authority.

1. **ANNUAL GRANT REVIEW**

***Guidance: this paragraph 6 applies to Grants, which are for a period, which is greater than 1 year. If the Grant is for less than 1 year, this paragraph should be amended to incorporate a review period, which is reasonable and proportionate for the Funding Period.***

* 1. The Authority will review the Grant annually. The Authority will take into account the Grant Recipient’s delivery of the Funded Activities against the agreed outputs set out in Annex 6 of these Conditions by the Grant Recipient in accordance with paragraph 7.2 of these Conditions.
  2. Each annual review may result in the Authority deciding that (for example a non-exclusive list includes):
     1. the Funded Activities and the Grant Funding Agreement should continue in line with existing plans;
     2. there should be an increase or decrease in the Grant for the subsequent Financial Year;
     3. the outputs should be re-defined and agreed;
     4. the Grant Recipient should provide the Authority with a draft Remedial Action Plan setting out the steps the Grant Recipient will take to improve delivery of the Funded Activities;
     5. the Authority should recover any Unspent Monies;
     6. the Grant be terminated in accordance with paragraph 26.11 of these Conditions.
  3. If the Grant Recipient is required to submit a draft Remedial Action Plan in accordance with paragraph 6.2.4 the Remedial Action Plan process set out in paragraph 26.4 to 26.10 shall apply.
  4. The Grant Recipient may make representations to the Authority regarding the Authority’s decision made in accordance with paragraph 6.2. The Authority is not however obliged to take such representations into account when making its decision as any such decision will be final and at the Authority’s absolute discretion.

1. **MONITORING AND REPORTING**
   1. The Grant Recipient shall:
      1. closely monitor the delivery and success of the Funded Activities throughout the Funding Period to ensure that the aims and objectives of the Funded Activities are achieved.
      2. provide the Authority with all reasonable assistance and co-operation in relation to any ad-hoc information, explanations and documents as the Authority may require, from time to time, so the Authority may establish if the Grant Recipient has used the Grant in accordance with the Grant Funding Agreement.
      3. provide the Authority with [annual report/quarterly report/report at intervals to be determined by the Authority]on:
         1. the progress made towards achieving the agreed outputs and the defined longer-term outcomes set out in Annex 6 of these Conditions. Where possible, the report will quantify what has been achieved by reference to the Funded Activities’ targets; and
         2. if relevant, provide details of any Assets either acquired or improved using the Grant.
      4. allow any person authorised by the Authority reasonable access, with or without notice, to its employees, agents, premises, facilities and records, for the purpose of discussing, monitoring and evaluating the Grant Recipient'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;
      5. will record in its financial reports the amount of Match Funding it receives together with details of what it has used that Match Funding for, and
      6. notify the Authority as soon as reasonably practicable of:
         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
         2. actual or potential variations to the Eligible Expenditure set out in Annex 5 of these Conditions and/or any event which materially affects the continued accuracy of such information.
   2. The Grant Recipient represents and undertakes (and shall repeat such representations and undertakings on delivery of its [annual/quarterly report]):
      1. that the reports and information it gives pursuant to this paragraph 7 are accurate;
      2. that it has diligently made full and proper enquiry of the matter pertaining to the reports and information given; and
      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.
2. **AUDITING AND ASSURANCE**

***[Guidance: Grant Standard 6 states that Departments “need to gain assurance on how recipients use their grant funding and obtaining an independent accountants' report is one way of doing this”. These Conditions contain provisions, which require the Grant Recipient to provide assurance by way of an independent auditor only. If the Department’s policy requires an alternative means of auditing paragraph 8 should be adapted accordingly.***

***Where a Department intends to make a Grant to a statutory corporation, the Department will need to amend this paragraph 8 to reflect the auditing and assurance requirements applicable to that statutory corporation. The relevant legislation under which the corporation was incorporated may require that the corporation provide the respective Department with annual accounts which are then laid before Parliament. Departments will need to seek legal/commercial advice when amending these provisions to* incorporate any specific statutory requirements to avoid duplication and/ or any conflict.**

* 1. Within six months of the end of each Financial Year the Grant Recipient will provide the Authority with independent assurance that the Grant has been used for delivery of the Funded Activities. To satisfy this requirement the Grant Recipient will provide

**[SELECT AS APPROPRIATE:**

[annual accounts audited by an independent and appropriately qualified auditor where the Grant is clearly segregated from other funds.]

**OR**

[a statement showing that the Grant has been certified by an independent and appropriately qualified auditor. Accompanied by the Grant Recipient’s annual audited accounts.]

* 1. The Authority may, at any time during and up to [insert] years after the end of the Grant Funding Agreement, conduct additional audits or ascertain additional information where the Authority considers it necessary. The Grant Recipient agrees to grant the Authority or its Representatives access, as required, to all Funded Activities sites and relevant records. The Grant Recipient will ensure that necessary information and access rights are explicitly included within all arrangements with sub-contractors.
  2. If the Authority requires further information, explanations and documents, in order for the Authority to establish that the Grant has been used properly in accordance with the Grant Funding Agreement, the Grant Recipient will, within 5 Working Days of a request by the Authority, provide the Authority, free of charge, with the requested information.
  3. The Grant Recipient shall:
     1. [if applicable] nominate an independent auditor to verify the final statement of expenditure and income submitted to the Authority;
     2. identify separately the value and purpose of the Grant Funding in its audited accounts and its annual report; and
     3. maintain a record of internal financial controls and procedures and provide the Authority with a copy if requested.

**Retention of documents [*Guidance: the retention period for documents related to the Grant will depend on the type of document being retained. Before completing this section Departments should check their internal policy on document retention to ensure that, the Grant Funding Agreement is consistent with their internal policy. However, it is good practice to retain administrative/standard document for at least two (2) years and financial /payroll records for at least 7 years].***

* 1. The Grant Recipient shall retain all invoices, receipts, accounting records and any other documentation (including but not limited to, correspondence) relating to the Eligible Expenditure; income generated by the Funded Activities during the Funding Period for a period of [x] years from the date on which the Funding Period ends.
  2. The Grant Recipient shall ensure that all its sub-contractors retain each record, item of data and document relating to the Funded Activities for a period of [x]years from the date on which the Funding Period ends.
  3. ***[Guidance: Departments should refer to their internal policy requirements to determine when the revised forecast referred to in this paragraph 8.7 is required and an increase/decrease in the original forecast is significant enough to require a revised forecast to be submitted by the Grant Recipient.]*** The Grant Recipient will promptly provide revised forecasts of income and expenditure:
     1. when these forecasts increase or decrease by more than [x] % of the original expenditure forecasts; and/or
     2. at the request of the Authority.

***[ADDITIONAL OPTIONAL PROVISIONS- COMPLIANCE REQUIREMENTS FOR REGISTERED COMPANIES AND CHARITIES***

* 1. *Where the Grant Recipient is a company registered at Companies House, the Grant Recipient must file their annual return and accounts by the dates specified by Companies House.*
  2. *Where the Grant Recipient is a registered charity, the Grant Recipient must file their charity annual return by the date specified by the Charity Commissioner.*
  3. *The Grant Recipient shall provide the Authority with copies of their annual return, accounts and charity annual return (as applicable) within five days of filing them at Companies House and/or the Charity Commissioner. If a Grant Recipient fails to comply with paragraphs [8.8] or [8.9] of these Conditions the Authority may suspend funding or terminate the Grant Funding Agreement in accordance with paragraph 26.1.1 of these Conditions.*

1. **FINANCIAL MANAGEMENT AND PREVENTION OF BRIBERY, CORRUPTION, FRAUD AND OTHER IRREGULARITY** 
   1. The Grant Recipient 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.
   2. The Grant Recipient 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. The Grant Recipient shall require that the internal/external auditors report on the adequacy or otherwise of that system.
   3. All cases of fraud or theft (whether proven or suspected) relating to the Funded Activities must be notified to the Authority as soon as they are identified. The Grant Recipient shall explain to the Authority what steps are being taken to investigate the irregularity and shall keep the Authority informed about the progress of any such investigation. The Authority may however request that the matter referred (which the Grant Recipient is obliged to carry out) to external auditors or other Third Party as required.

* 1. The Authority will have the right, at its absolute discretion, to insist that the Grant Recipient address any actual or suspected fraud, theft or other financial irregularity and/or to suspend future payment of the Grant to the Grant Recipient. Any grounds for suspecting financial irregularity includes what the Grant Recipient, acting with due care, should have suspected as well as what it actually proven.
  2. The Grant Recipient 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.
  3. For the purposes of paragraph 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 Grant Recipient may be required to provide statements and evidence to the Authority or the appropriate organisation as part of pursuing sanctions, criminal or civil proceedings.

1. **CONFLICTS OF INTEREST** 
   1. Neither the Grant Recipient nor its Representatives shall 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.
   2. The Grant Recipient must have and will keep in place adequate procedures to manage and monitor any actual or perceived bias or conflicts of interest.
2. **CONFIDENTIALITY** 
   1. Except to the extent set out in this paragraph 11 or where disclosure is expressly permitted, the Grant Recipient shall treat all Confidential Information belonging to the Authority as confidential and shall not disclose any Confidential Information belonging to the Authority to any other person without the prior written consent of the Authority, except to such persons who are directly involved in the provision of the Funded Activities and who need to know the information.
   2. The Grant Recipient gives its consent for the Authority to publish the Grant Funding Agreement in any medium in its entirety (but with any information which is Confidential Information belonging to the Authority or the Grant Recipient redacted), including from time-to-time agreed changes to the Grant Funding Agreement.
   3. Nothing in this paragraph 11 shall prevent the Authority disclosing any Confidential Information obtained from the Grant Recipient:
      1. for the purpose of the examination and certification of the Authority’s accounts; or pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources;
      2. to any government department, consultant, contractor or other person engaged by the Authority, provided that in disclosing information under the Authority 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; or
      3. where disclosure is required by Law, including under the Information Acts.
   4. Nothing in this paragraph 11 shall prevent 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.
3. **TRANSPARENCY** 
   1. The Authority and the Grant Recipient 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.
4. **STATUTORY DUTIES** 
   1. The Grant Recipient agrees to adhere to its obligations under the Law including but not limited to the Information Acts and the HRA.
   2. Where requested by the Authority, the Grant Recipient will provide reasonable assistance and cooperation to enable the Authority to comply with its information disclosure obligations under the Information Acts.
   3. On request from the Authority, the Grant Recipient will provide the Authority with all such relevant documents and information relating to the Grant Recipient’s data protection policies and procedures as the Authority may reasonably require.
   4. The Grant Recipient acknowledges that the Authority, acting in accordance with the codes of practice issued and revised from time to time under the Information Acts, may disclose information concerning the Grant Recipient and the Grant Funding Agreement without consulting the Grant Recipient.
   5. The Authority will take reasonable steps to notify the Grant Recipient 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 Authority will be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the Information Acts.
5. **DATA PROTECTION AND PUBLIC PROCUREMENT**

***[Guidance: on 25 May 2018 the new Data Protection Legislation came into force which applies to ‘Controllers’ and ‘Processors’. If Personal Data will be processed under the Grant Funding Agreement, the roles of each Party will need to be identified in paragraph 14.2 below and the relevant paragraphs from 14.3, 14.4 -14.6 or 14.7 should be selected. As stated in paragraph 2.44 of the guidance above, it is anticipated that most Grant Funding arrangements will not require processing of Personal Data between the Parties. If there is processing of Personal Data, the Parties are most likely to be Independent Controllers although the roles of each Party should still be considered on a case-by-case basis.***

***In terms of a Controller to Processor relationship, under the Data Protection Legislation, the Controller determines how and why Personal Data is processed and the Processor acts on the Controller’s behalf (i.e. processes the data in accordance with the Controller’s instructions). Departments should consider whether the Grant Recipient will be required to process the Personal Data of the Authority during the Funding Period. If the Grant Recipient will be processing Personal Data the optional provision in this paragraph 14 should be adopted along with the relevant part of Annex 8 of these Conditions which sets out the most common data relationship scenarios. The drafting in Annex 8 (save for drafting on Independent Controllers at Part 3) is taken from the Procurement Policy Note 02/18: Changes to Data Protection Legislation and General Data Protection Regulation. The drafting of Annex 8 Part 3 (Independent Controllers) is based on the drafting from the Model Services Contract.***

**Data Protection**

* 1. The Grant Recipient and the Authority will comply at all times with their respective obligations under Data Protection Legislation.

***[Optional paragraph]***

* 1. The Parties agree that for the purposes of the Data Protection Legislation the Grant Recipient is a [Controller/Joint Controller/Processor] and the Authority is the [Controller/Joint Controller/Processor] unless otherwise specified in Annex 8 of these Conditions.
  2. ***[Use this paragraph if there is a Controller to Processor relationship between the Authority and the Grant*** ***Recipient***] The only processing that the Processor is authorised to do under this Grant Funding Agreement will be determined by the Controller and is set out in Part 1 of Annex 8 of these Conditions.
  3. ***[Where the Authority and Grant Recipient are Independent Controllers in respect of the Personal Data shared under this Grant Funding Agreement consider whether paragraphs 14.4 to 14.6 should be adopted and Part 3 of Annex 8.]*** The Grant Recipient agrees that it is the Controller of any Personal Data processed by it pursuant to the Funded Activities and shall comply with the provisions set out in this paragraph 14 and Part 3 of Annex 8.
  4. To the extent that the Grant Recipient and the Authority 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:

(i) shall comply with the applicable Data Protection Legislation in respect of their processing of such Personal Data;

(ii) will be individually and separately responsible for its own compliance; and

(iii) do not and will not Process any Personal Data as Joint Controllers.

* 1. Each Party shall, with respect to its processing of Personal Data as Independent Controller, 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 UK GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the UK GDPR.
  2. ***[Where the Authority and Grant Recipient are Joint Controllers in respect of the Personal Data shared under this Grant Funding Agreement consider whether paragraph 14.7 should be adopted and Part 2 of Annex 8]*** In the event that the Parties are Joint Controllers in respect of Personal Data under this Grant Funding Agreement, the Parties shall comply with Part 2 of Annex 8 and implement clauses that are necessary to comply with Article 26 of the UK GDPR.

**Public Procurement**

* 1. The Grant Recipient will ensure that any of its Representatives involved in the Funded Activities 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.
  2. Where the Grant Recipient is a Contracting Authority within the meaning of the Procurement Regulations the Grant Recipient will comply, as necessary, with the Procurement Regulations when procuring goods and services in connection with the Grant Funding Agreement and the Authority shall not be liable for the Grant Recipient’s failure to comply with its obligations under the Procurement Regulations.

1. **SubsidY CONTROL**
   1. The Grant Recipient will ensure that delivery of the Funded Activities does not put the Authority in breach of the UK’s domestic obligations under the Subsidy Control Act or its international obligations in respect of subsidies.

**Guidance: If the Grant is not being made under one of the exemptions below (paragraphs 15.5 and 15.6) and you have undertaken a subsidy control principles assessment, the results of the assessment may mean that you require additional conditions to ensure compliance with the subsidy control principles in the Subsidy Control Act. If so, please use this provision and insert your conditions below.**

* 1. The Grant Recipient agrees to comply with the following additional conditions in order to ensure that the Grant remains consistent with the subsidy control principles in Schedule 1 to the Subsidy Control Act [optional: and the energy and environment principles in Schedule 2 to the Subsidy Control Act] :
     1. [Insert additional conditions here/ below resulting from the subsidy control principles assessment]
     2. […]
     3. […]
  2. The Grant Recipient will maintain appropriate records of compliance with the relevant subsidy control regime and will take all reasonable steps to assist the Authority to comply with the same and respond to any proceedings or investigation(s) into the Funded Activities by any relevant court or tribunal of relevant jurisdiction or regulatory body.
  3. The Grant Recipient acknowledges and represents that the Grant is being awarded on the basis that the Funded Activities being undertaken using the Grant do not affect trade in goods and wholesale electricity between Northern Ireland and the European Union and shall ensure that the Grant is not used in way that affects any such trade.

**[Guidance: if the Grant is being made relying on the basis that the UK’s domestic/international obligations in respect of subsidies do not apply, please amend/delete the applicable paragraph below. Please note that as well as the two scenarios set out below, individual free trade agreements vary in terms of specific exemptions and additional restrictions to subsidy control (for example there are exemptions for certain agricultural subsidies in the Trade and Cooperation Agreement). You should discuss these exemptions with your departmental lawyers as part of your subsidy analysis and they may suggest the inclusion of bespoke drafting.]**

**[Guidance: if the subsidy does not engage the UK’s domestic obligations under the Subsidy Control Act or its international obligations because it is not being granted to an economic actor and/or enterprise, please use the below provision. Please note the definition of economic actor/enterprise can vary subtly across international agreements and should be checked.].**

* 1. The Grant Recipient acknowledges and accepts that the Grant is awarded on the basis that the Funded Activities being undertaken using the Grant are, and will remain, non-economic activities. The Grant Recipient shall ensure that measures are taken (where necessary), and maintained, to ensure that the Grant is not used to cross-subsidise any economic activity.

**[Guidance: If the subsidy is being made on the basis that it is below the limit in the Subsidy Control Act and therefore exempt from the subsidy requirements (with the exception of the transparency requirements where more than £100,000) please use this paragraph and Part 1 of Annex 10. The limit is £315,000 over the period comprising the elapsed part of the current financial year and the two financial years immediately preceding the current financial year. Even if the subsidy is outside the scope of the Subsidy Control Act you will still need to consider the UK’s international obligations in respect of subsidies (e.g. WTO, TCA, ASCM, other free trade agreements)].**

* 1. The Grant is awarded on the basis that that the subsidy control requirements do not apply by virtue of Section 36 of Subsidy Control Act and is subject to the conditions set out in Annex 10 of these Conditionsand will be conditional upon the receipt by the Authority of the declaration form in Annex 10.

1. **INTELLECTUAL PROPERTY RIGHTS**

***[Guidance: this paragraph is drafted so that IPR created with the Grant is owned by the Grant Recipient. Departments should refer to the drafting notes for further guidance on the procurement risk associated with IPR generated under a grant funding agreement where IPR vests in the Authority and why this approach could, lend weight to an argument that the grant is a public contract for the purposes of the PCR 2015]***

* 1. Intellectual Property in all IPR Material will be the property of the Grant Recipient. 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.
  2. The Grant Recipient grants to the Authority a non-exclusive irrevocable and royalty-free, sub-licensable, worldwide licence to use all the IPR Material for the purpose of supporting the Funded Activities and other projects.
  3. Ownership of Third-Party software or other IPR necessary to deliver Funded Activities will remain with the relevant Third Party.
  4. The Grant Recipient must ensure that they have obtained the relevant agreement from the Third-Party proprietor before any additions or variations are made to the standard ‘off-the-shelf’ versions of any Third-Party software and other IPR. The Grant Recipient will be responsible for obtaining and maintaining all appropriate licences to use the Third-Party software.

1. **ENVIRONMENTAL REQUIREMENTS** 
   1. The Grant Recipient shall perform the Funded Activities in accordance with the Authority’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.
   2. The Grant Recipient shall pay due regard to the use of recycled products, so long as they are not detrimental to the provision of the Funded Activities or the environment, to include the use of all packaging, which should be capable of recovery for re-use or recycling.
   3. The Grant Recipient shall take all possible precautions to ensure that any equipment and materials used in the provision of the Funded Activities do not contain chlorofluorocarbons, halons or any other damaging substances, unless unavoidable, in which case the Authority shall be notified in advance of their use. The Grant Recipient shall endeavour to reduce fuel emissions wherever possible.
2. **ASSETS**

***Guidance: Departments will need to consider whether the provisions sets out in this paragraph 18 align with the Department’s internal policies on the treatment of Assets created using the Grant.***

***These Conditions do not contain specific safeguarding provisions associated with Capital Grant funding projects and as such, do not contain provisions relating to Deeds of Covenants or the grant of Charge in favour of the Authority etc. Departments should seek guidance from their commercial/legal teams for specific drafting on the treatment of Assets under Capital Grant funding projects.***

***If the Department is funding substantial Assets through the Grant, it should also consider whether a procurement would be a more suitable route and/or whether in accordance with Annex 5.2 of HM Treasury guidance Managing Public Money, it should take a legal charge over the Asset to protect the Department’s interest in any funded Asset.***

**Inventory of the Assets**

* 1. The Grant Recipient [shall agree in advance with the Authority any plans to purchase or improve any Fixed Assets at a cumulative cost exceeding [ £x please insert [and] must keep a register of all Fixed Assets [and/or Major Assets] acquired or improved at a cost exceeding [£ please insert], wholly or partly using the Grant provided under the Grant Funding Agreement. Where the cost of purchasing or improving the Fixed Assets [ and/or Major Assets] is less than [£ please insert] ] authorisation is not required, but the Asset should be recorded on the fixed asset register.
  2. Assets purchased with Grant funding must only be used for delivery of the Funded Activities.
  3. For each entry in the register the following particulars must be shown where appropriate:
     1. date of acquisition or improvement;
     2. description of the Asset;
     3. cost, net of recoverable VAT;
     4. location of the Asset;
     5. serial or identification numbers;
     6. location of the title deeds;
     7. date of any Disposal;
     8. depreciation/amortisation policy applied;
     9. proceeds of any Disposal net of VAT; and
     10. the identity of any person to whom the Asset has been transferred or sold.
  4. The Authority reserves the right to require the Grant Recipient to maintain the above particulars as set out in 18.3.1-18.3.10 for any additional items which the Authority considers material to the overall Grant.

**Disposal of Asset**

* 1. Where the Grant Recipient uses any of the Grant to develop, improve or purchase any Assets, the Grant Recipient must ensure that the Assets are maintained in good condition over the Asset Owning Period.
  2. Assets purchased or improved using the Grant shall be owned by the Authority until ownership is transferred disposed or is otherwise agreed in writing by the Authority. The Authority reserves the right to determine the outcome of any Asset created as a result of the Funded Activities or purchased with the Grant.
  3. The Grant Recipient 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 without the prior written consent of the Authority. If the Authority grants consent to the Disposal, such consent may be subject to satisfaction of certain conditions, to be determined by the Authority.
  4. If the Grant Recipient disposes of any Asset without the prior written consent of the Authority, the Grant Recipient must use all reasonable endeavours to achieve the market price for the Assets and must pay to the Authority a proportion of the proceeds of such sale, equivalent to the proportion of the purchase or development costs of the Assets that were funded by the Grant, provided that the Authority may at its discretion allow the Grant Recipient to keep all or a part of the relevant proceeds where:
     1. the sale of the Assets takes place after the end of the Asset Owning Period;
     2. the proceeds of sale are to be applied directly to the purchase by the Grant Recipient of assets that are equivalent to or replacements for the Assets; or
     3. the Authority is otherwise satisfied that the Recipient will apply those proceeds for purposes related to the Funded Activities.
  5. The Grant Recipient shall hold the proceeds from the Disposal of any Asset on trust for the Authority.

**Charging of any Asset**

* 1. The Grant Recipient shall not create any charge, legal mortgage, debenture or lien over any Asset without the prior written consent of the Authority.

1. **INSURANCE** 
   1. The Grant Recipient will during the term of the Funding Period and for [insert] years after termination or expiry of these Conditions, 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 Funded Activities or the Grant Funding Agreement.
   2. The Grant Recipient will upon request produce to the Authority its policy or policies of insurance or where this is not possible, a certificate of insurance issued by the Grant Recipient's insurance brokers confirming the insurances are in full force and effect together with confirmation that the relevant premiums have been paid.
   3. [Where the Grant Recipient receives more than [X] per cent of the Grant Recipient’s total income from public funds, the Grant Recipient will notify the Authority. The Authority will review the nature of the control of Grant Recipient’s organisation to determine any resulting requirement for reclassification which may in turn change the insurance requirements under the Grant Funding Agreement].
2. **ASSIGNMENT** 
   1. The Grant Recipient 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 Authority’s prior approval.
   2. Any approval given by the Authority will be subject to a condition that the Grant Recipient has first entered into a Grant Funding Agreement, authorised by the Authority, requiring the Grant Recipient to work with another organisation in delivering the Funded Activities.
3. **SPENDING CONTROLS – MARKETING, ADVERTISING, COMMUNICATIONS AND CONSULTANCY** 
   1. The Grant Recipient must seek permission from the Authority prior to any proposed expenditure on advertising, communications, consultancy or marketing either in connection with, or using the Grant.
   2. The Grant Recipient should 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.
4. **LOSSES, GIFTS AND SPECIAL PAYMENTs**
   1. The Grant Recipient must obtain prior written consent from the Authority before:
      1. writing off any debts or liabilities;
      2. offering to make any Special Payments; or
      3. giving any gifts,

in connection with this Grant Funding Agreement.

* 1. The Grant Recipient will keep a record of all gifts, both given and received, in connection with the Grant or any Funded Activities.

1. **BORROWING** 
   1. In accordance with paragraph 23, the Grant Recipient must obtain prior written consent from the Authority before:
      1. borrowing or lending money from any source in connection with the Grant Funding Agreement; or
      2. giving any guarantee, indemnities or letters of comfort that relate to the Grant Funding Agreement, or have any impact on the Grant Recipient’s ability to deliver the Funded Activities set out in the Grant Funding Agreement.
2. **PUBLICITY**

***[Guidance: The following paragraph may not be suitable for Research Grants. Departments should amend accordingly/insert Departmental specific paragraphs which allows for dissemination of results/publication of research findings or data].***

* 1. The Grant Recipient gives consent to the Authority to publicise in the press or any other medium the Grant and details of the Funded Activities using any information gathered from the Grant Recipient’s initial Grant application or any monitoring reports submitted to the Authority in accordance with paragraph 7.2 of these Conditions.
  2. The Grant Recipient will comply with all reasonable requests from the Authority to facilitate visits, provide reports, statistics, photographs and case studies that will assist the Authority in its promotional and fundraising activities relating to the Funded Activities.

*[OPTIONAL PARAGRAPHS*

* 1. *Subject to paragraphs 24.4 and 24.5 below, the Grant Recipient will not make, or permit any person to make, a Publication without the prior written agreement of the Authority.*
  2. *If the Grant Recipient wishes to seek the Authority’s permission to make a Publication, it shall send a written request for approval of the Publication and a copy of the material(s) or exact wording that it proposes to publish (the* ***Request****) to the Authority no later than 10 Working Days before the intended Publication date.*
  3. *No later than five (5) Working Days of receiving the Grant Recipient’s Request the Authority will confirm to the Grant Recipient in writing whether:*

*(i)         the Request has been granted;*

*(ii)        the Request is granted subject to the Grant Recipient accepting the Authority’s reasonable required edits to the Publication; or*

*(iii)       the Request has not been granted.*

* 1. *In the event of subparagraph 24.5(i) occurring, or if the Grant Recipient includes all of the Authority’s required edits to the Publication pursuant to subparagraph 24.5(ii) above, the Authority approves the Grant Recipient’s Request.*
  2. *In the event of subparagraph 24.5 (iii) occurring the Authority does not approve the Grant Recipient’s Request.*
  3. *Where the Authority does not approve the Grant Recipient’s Request the Authority will provide the Grant Recipient with written reasons for its decision.*
  4. *If the Grant Recipient does not agree with the Authority’s reasons for rejecting its Request, it may invoke the dispute resolution provisions set out in paragraph 28 of the Grant Funding Agreement.*

*OR*

* 1. *The Authority consents to the Grant Recipient carrying out any reasonable publicity about the Grant and the Funded Activities as required, from time to time.*
  2. *Any publicity material for the Funded Activities must refer to the programme under which the Grant was awarded and must feature the Authority’s logo. If a Third Party wishes to use the Authority’s logo, the Grant Recipient must first seek permission from the Authority.*
  3. *The Grant Recipient will acknowledge the support of the Authority in any materials that refer to the Funded Activities and in any written or spoken public presentations about the Funded Activities. Such acknowledgements (where appropriate or as requested by the Authority) will include the Authority's name and logo (or any future name or logo adopted by the Authority) using the templates provided by the Authority from time to time.*
  4. *In using the Authority's name and logo, the Grant Recipient will comply with all reasonable branding guidelines issued by the Authority from time to time.]*

1. **CHANGES TO THE AUTHORITY’S REQUIREMENTS** 
   1. The Authority will notify the Grant Recipient of any changes to their activities, which are supported by the Grant.
   2. The Grant Recipient will accommodate any changes to the Authority’s needs and requirements under these Conditions.
2. **CLAWBACK, EVENTS OF DEFAULT, TERMINATION AND RIGHTS RESERVED FOR BREACH AND TERMINATION**

**Events of Default**

* 1. The Authority may exercise its rights set out in paragraph 26.3 if any of the following events occur:
     1. the Grant Recipient uses the Grant for a purpose other than the Funded Activities;
     2. the Grant Recipient fails to comply with its obligations under the Grant Funding Agreement, which is material in the opinion of the Authority;
     3. where delivery of the Funded Activities do not start within [three (3) months of the Commencement Date and the Grant Recipient fails to provide the Authority with a satisfactory explanation for the delay, or failed to agree a new date on which the Funded Activities shall start with the Authority;
     4. the Grant Recipient uses the Grant for Ineligible Expenditure;
     5. the Grant Recipient fails, in the Authority’s opinion, to make satisfactory progress with the Funded Activities and in particular, with meeting the agreed outputs set out in Annex 6 of these Conditions;
     6. the Grant Recipient fails to:
        1. submit an adequate Remedial Action Plan to the Authority following a request by the Authority pursuant to paragraph 26.3.4 or paragraph 6.2.4; or
        2. improve delivery of the Funded Activities in accordance with the Remedial Action Plan approved by the Authority;
     7. the Grant Recipient is, in the opinion of the Authority, delivering the Funded Activities 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);
     8. the Grant Recipient fails to declare Duplicate Funding;
     9. the Grant Recipient fails to declare any Match Funding in accordance with paragraph 4.7;
     10. the Grant Recipient receives funding from a Third Party which, in the opinion of the Authority, undertakes activities that are likely to bring the reputation of the Funded Activities or the Authority into disrepute;
     11. the Grant Recipient provides the Authority with any materially misleading or inaccurate information and/or any of the information provided in its Grant application or in any subsequent supporting correspondence is found to be incorrect or incomplete to an extent which the Authority considers to be significant;
     12. the Grant Recipient commits or has committed a Prohibited Act or fails to report a Prohibited Act to the Authority, whether committed by the Grant Recipient, its Representatives or a Third Party, as soon as it becomes aware of it;
     13. the Authority determines (acting reasonably) that the Grant Recipient or any of its Representatives has:
         1. acted dishonestly or negligently at any time during the term of the Grant Funding Agreement and to the detriment of the Authority;
         2. taken any actions which unfairly brings or are likely to unfairly bring the Authority’s name or reputation and/or the Authority into disrepute. Actions include omissions in this context;
         3. transferred, assigns or novates the Grant to any Third Party without the Authority’s consent; or
         4. failed to act in accordance with the Law; howsoever arising, including incurring expenditure on unlawful activities;
     14. the Grant Recipient 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;
     15. the Grant Recipient 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;
     16. the European Commission or the Court of Justice of the European Union requires any Grant paid to be recovered by reason of a breach of State Aid Law through its application under Article 10 of the Northern Ireland Protocol.
     17. a court, tribunal or independent body or authority of competent jurisdiction requires any Grant paid to be recovered by reason of breach of the UK’s domestic obligations under the Subsidy Control Act or its international obligations (including under the Trade and Cooperation Agreement);
     18. the Grant Recipient breaches the Code of Conduct and/or fails to report an actual or suspected breach of the Code of Conduct by the Grant Recipient or its Representatives in accordance with paragraph 31.1.2;
     19. the Grant Recipient undergoes a Change of Control which the Authority, acting reasonably, considers:
         1. will be materially detrimental to the Funded Activities and/or;
         2. 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 Grant Recipient;
         3. that the Change of Control would raise national security concerns and/or;
         4. the new body corporate intends to make fundamental change(s) to the purpose for which the Grant was given.
  2. Where, the Authority determines that an Event of Default has or may have occurred, the Authority shall notify the Grant Recipient 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 Authority intends to take or has taken.

**Rights reserved for the Authority in relation to an Event of Default**

* 1. Where, the Authority determines that an Event of Default has or may have occurred, the Authority shall take any one or more of the following actions:
     1. suspend or terminate the payment of Grant for such period as the Authority shall determine;
     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 Grant Recipient; and/or
     3. require the Grant Recipient to repay the Authority the whole or any part of the amount of Grant previously paid to the Grant Recipient. Such sums shall be recovered as a civil debt;
     4. give the Grant Recipient an opportunity to remedy the Event of Default (if remediable) in accordance with the procedure set out in paragraphs 26.4 to 26.10; and/or
     5. terminate the Grant Funding Agreement.

**Opportunity for the Grant Recipient to remedy an Event of Default**

* 1. Where the Grant Recipient is provided with an opportunity to submit a draft Remedial Action Plan in accordance with paragraph 26.3.4, the draft Remedial Action Plan shall be submitted to the Authority for approval, within 5 Working Days of the Grant Recipient receiving notice from the Authority.
  2. The draft Remedial Action Plan shall set out:

* + 1. full details of the Event of Default; and
    2. the steps which the Grant Recipient proposes to take to rectify the Event of Default including timescales.
  1. On receipt of the draft Remedial Action Plan and as soon as reasonably practicable, the Authority will submit its comments on the draft Remedial Action Plan to the Grant Recipient.
  2. The Authority shall have the right to accept or reject the draft Remedial Action Plan. If the Authority rejects the draft Remedial Action Plan, the Authority shall confirm, in writing, the reasons why they have rejected the draft Remedial Action Plan and will confirm whether the Grant Recipient is required to submit an amended Remedial Action Plan to the Authority.
  3. If the Authority directs the Grant Recipient to submit an amended draft Remedial Action Plan, the Parties shall agree a timescale for the Grant Recipient to amend the draft Remedial Action Plan to take into account the Authority’s comments.
  4. If the Authority does not approve the draft Remedial Action Plan the Authority may, at its absolute discretion, terminate the Grant Funding Agreement.
  5. The Authority shall not by reason of the occurrence of an Event of Default which is, in the opinion of the Authority, capable of remedy, exercise its rights under either paragraph 26.3.3 or 26.3.4 unless the Grant Recipient has failed to rectify the default to the reasonable satisfaction of the Authority.

**General Termination rights – Termination for Convenience**

* 1. ***[Guidance: this is a no fault break clause for either party]*** Notwithstanding the Authority’s right to terminate the Grant Funding Agreement pursuant to paragraph 26.3.4 above, either Party may terminate the Grant Funding Agreement at any time by giving at least [3 months] or [a timescale proportionate to the Funding Period; whichever is the shorter] written notice to the other Party.
  2. 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 Authority as being required to finalise the Funded Activities) shall be returned to the Authority within 30 days of the date of receipt of a written notice of termination from the Authority.
  3. If the Authority terminates the Grant Funding Agreement in accordance with paragraph 26.11 the Authority may choose to pay the Grant Recipient’s reasonable costs in respect of the delivery of the Funded Activities performed up to the termination date. Reasonable costs will be identified by the Grant Recipient and will be subject to the Grant Recipient 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 Authority.
  4. The Authority will not be liable to pay any of the Grant Recipient’s costs or those of any contractor/supplier of the Grant Recipient related to any transfer or termination of employment of any employees engaged in the provision of the Funded Activities.

**Change of Control**

* 1. The Grant Recipient shall notify the Authority immediately in writing and as soon as the Grant Recipient 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.
  2. The Grant Recipient shall ensure that any notification made pursuant to paragraph 26.15 shall set out full details of the Change of Control including the circumstances suggesting and/or explaining the Change of Control.
  3. Where the Grant has been awarded to a consortium and the Grant Recipient has entered into a collaboration agreement, the notification required under paragraph 26.15 shall include any changes to the consortium members as well as the lead Grant Recipient.
  4. Following notification of a Change of Control the Authority shall be entitled to exercise its rights under paragraph 26.1 of these Conditions providing the Grant Recipient with notification of its proposed action in writing within three (3) months of:
     1. being notified in writing that a Change of Control is anticipated or is in contemplation or has occurred; or
     2. where no notification has been made, the date that the Authority becomes aware that a Change of Control is anticipated or is in contemplation or has occurred,
  5. The Authority shall not be entitled to terminate where approval was granted prior to the Change of Control.

1. **TUPE**

**[Guidance for CLAUSE 27: As drafted, it is assumed these tupe provisions are included in a grant agreement that has legal contractual effect. if these provisions are included in a non-contractual grant agreement, consider including tupe clauses in separate standalone deed, which does have legal contractual effect. We recommend you take specialist employment/tupe legal advice on this, factoring in the importance of the tupe provisions to the grant in question]**

**[Guidance for clause 27.1: Clause 27.1 may be included where there is a risk that TUPE may apply on the commencement of the funded activities delivered under this Grant Funding Agreement, for example, where funding is being re-allocated from another organisation following a competition. Specialist employment/TUPE legal advice should be sought as to the potential application of TUPE in such circumstances. The Department will also need to consider the potential implications of including such clause in the Grant Funding Agreement for the success of any such grant competition. Whilst it is common in the context of commercial agreements for indemnities to be provided by the incoming supplier in a TUPE situation, some potential grant recipients (e.g. charitable organisations or SMEs) may have concerns re the provision of such an indemnity and the Department may therefore prefer to leave this to be dealt with outside of the agreement. Also, if there is no corresponding exit indemnity provided by the former Grant Recipient in favour of the new Grant Recipient under the terms of the previous Grant Funding Agreement, the new Grant Recipient may be reluctant to provide this indemnity (especially as the greater TUPE risk usually lies with the new Grant Recipient in practice). See general TUPE guidance included at the start of this document.]**

* 1. [The Grant Recipient agrees that if the Employment Regulations apply in respect of this Grant Funding Agreement on the commencement of the Funded Activities, then it shall comply with its obligations arising under the Employment Regulations and (if applicable) New Fair Deal (including entering into an Admission Agreement) and shall indemnify the Buyer and/or any Former Grant Recipient for any loss arising from any failure so to comply.]

**[Guidance for Clause 27.2: if you are thinking of changing the period from 12 months, please seek employment/TUPE legal advice]**

* 1. The Grant Recipient agrees that no later than [12 months] prior to the expiry or termination of this Grant Funding Agreement and thereafter at intervals stimulated by the Authority (not to be more frequent than every 30 days), the Grant Recipient shall fully and accurately disclose to the Authority all staffing information reasonably required by the Authority including, but not limited to, the total number of staff assigned for the purposes of the Employment Regulations to the Funded Activities. This shall include, where relevant, the staff of any sub-contractor engaged by the Grant Recipient to deliver the Funded Activities (or part of the Funded Activities). For each person so identified, the Grant Recipient shall provide, in a suitably anonymised format so as to comply with the Data Protection Legislation, details of:
     1. the activities they perform;
     2. amount of working time assigned to the Funded Activities;
     3. date of birth;
     4. start date;
     5. length of continuous service;
     6. place of work;
     7. notice period;
     8. employment status;
     9. identity of employer;
     10. redundancy pay entitlement;
     11. salary, benefits and pension entitlements;
     12. any applicable collective agreement;
     13. copies of all relevant employment contracts and related documents; and
     14. all information required under regulation 11 of the Employment Regulations or as reasonably requested by the Authority.
  2. The Grant Recipient warrants the accuracy of the information provided under this clause and will notify the Authority of any changes to the information as soon as reasonably possible. The Grant Recipient consents to the Authority sharing the information provided under this clause to any prospective Replacement Grant Recipient.

**[Guidance for Clause 27.4: if you are thinking of changing the period from 12 months, please seek employment/TUPE legal advice]**

* 1. In the [12 months] before the expiry of this Grant Funding Agreement, the Grant Recipient shall not without the prior consent of the Authority (such consent not to be unreasonably withheld or delayed):
     1. change the identity and number of staff assigned to the Funded Activities other than in the ordinary course of business;
     2. amend or vary the terms and conditions of employment or engagement of any staff assigned to the Funded Activities other than in the ordinary course of business; and/or
     3. terminate or give notice to terminate the employment or engagement of any staff assigned to the Funded Activities (other than in circumstances in which the termination is for reasons of misconduct or lack of capability).
  2. The Grant Recipient shall comply with all its employment obligations up to the date of a Relevant Transfer including, but not limited to, the payment of all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which are attributable in whole or in part to the period ending on (but not including) the date of a Relevant Transfer) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Grant Recipient; and (ii) the Replacement Grant Recipient.
  3. The Grant Recipient will co-operate with the Authority in respect of any exit transition arrangements by allowing any Replacement Grant Recipient to communicate with and meet the affected employees or their representatives.

**[Guidance for clause 27.7: The Department should consider whether to include the TUPE indemnity set out at clause 27.7 in the Grant Funding Agreement if it is anticipated that TUPE could potentially apply on the termination/expiry of the Agreement. If this is anticipated, it may be in the best interests of the Department and any Replacement Grant Recipient to have the benefit of this indemnity e.g. for any acts or omissions which give rise to liabilities that transfer under TUPE. However, as with clause 27.1, the Grant Recipient may be reluctant to give any such indemnity in the grant (as opposed to service contract) context. Departments should seek employment/TUPE legal advice before inclusion of this clause.]**

* 1. [The Grant Recipient will indemnify the Authority and/or any Replacement Grant Recipient against any claim, losses, liability, expense or demand whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise arising from:
     1. its failure to comply with the provisions of this clause; and/or
     2. any claim by any employee or person claiming to be an employee (or their employee representative) of the Grant Recipient, and/or any sub-contractor of the Grant Recipient, which arises or is alleged to arise from any act or omission by the Grant Recipient, and/or any sub-contractor of the Grant Recipient, before but not including the date of a Relevant Transfer.]
  2. The provisions of this clause apply during the term of this Grant Funding Agreement and indefinitely after it terminates or expires.
  3. Notwithstanding any other provisions of this Grant Funding Agreement, for the purposes of this clause the relevant third party shall be able to enforce its rights under this clause, but their consent will not be required to vary these clauses as the Authority and the Grant Recipient may agree.

1. **EXIT PLAN** 
   1. Where the Authority requires the Grant Recipient to prepare an Exit Plan to allow the cessation or seamless transfer of the Funded Activities, the Grant Recipient shall prepare the Exit Plan within three (3) months of the signing of the Grant Funding Agreement and shall comply with the exit provisions set out in Annex 9 of these Conditions.
2. **DISPUTE RESOLUTION** 
   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.
   2. All disputes and complaints (except for those which relate to the Authority’s right to withhold funds or terminate the Grant Funding Agreement) shall be referred in the first instance to the Parties Representatives.
   3. If the dispute cannot be resolved between the Parties Representatives within a maximum of [insert days/months], then the matter will be escalated to formal meeting between the Grant Manager and the Grant Recipient’s chief executive (or equivalent).
3. **LIMITATION OF LIABILITY**
   1. The Authority accepts no liability for any consequences, whether direct or indirect, that may come about from the Grant Recipient delivering the Funded Activities, the use of the Grant or from withdrawal, withholding or suspension of the Grant. The Recipient shall indemnify and hold harmless the Authority, and 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 Grant Recipient in relation to the Funded Activities, the non-fulfilment of obligations of the Grant Recipient under this Grant Funding Agreement or its obligations to Third Parties.
   2. Subject to this paragraph 30, the Authority’s liability under this Grant Funding Agreement is limited to the amount of Grant outstanding.
4. **VAT**

***Guidance: VAT is not generally charged on a Grant. However, HMRC will require you to charge VAT if your Department receives a benefit (supply) from the Grant. If your Grant is really a contract for goods, services or works VAT will be payable (see the note on public procurement in the drafting notes at the start of the document).***

***Paragraph 29 makes it clear the Grant is inclusive of any VAT that HMRC may raise so the risk of any adverse VAT assessment is borne by the Grant Recipient.***

***You need to make it clear to the Grant Recipient that the amount specified in the Grant Funding Letter and the Grant Funding Agreement is the total amount payable by the Department, and no additional amount will be added for any VAT that they have to pay to HMRC***

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

1. **CODE OF CONDUCT FOR GRANT RECIPIENTS AND BRANDING MANUAL**

***Guidance: the Cabinet Office has published a Code of Conduct for Grant Recipients published a copy is available*** [***here***](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/754555/2018-11-06_Code_of_Conduct_for_Grant_Recipients.pdf)***. The Code of Conduct must be referenced in the Grant Funding Agreement for all government general grants to ensure that Grant Recipients adhere to the ethical and professional standards expected and set by government. Grant Recipients will be expected to meet the expectations in the Code of Conduct and to ensure that their employees and partners do the same*.**

***Funded by UK Government: the Cabinet Office has published a Branding Manual for the Funded by UK Government brand. A copy is available*** [***here***](https://gcs.civilservice.gov.uk/wp-content/uploads/2022/12/Branding_Funded_By_UKG-.pdf)***.***

***The Branding Manual must be referenced in the Grant Funding Agreement for all government general grants to help the citizen quickly identify government backed work. Grant Recipients will be expected to comply with the requirements of the Branding Manual.***

* 1. The Grant Recipient:
     1. acknowledges that by signing the Grant Funding Agreement it agrees to take account of the Code of Conduct, which includes ensuring that its Representatives undertake their duties in a manner consistent with the principles set out in the Code of Conduct.
     2. shall immediately notify the Authority if it becomes aware of any actual or suspected breaches of the principles outlined in the Code of Conduct.
     3. acknowledges that a failure to notify the Authority of an actual or suspected breach of the Code of Conduct may result in the Authority immediately suspending the Grant funding, terminating the Grant Funding Agreement and/or taking action to recover some or all of the funds paid to the Grant Recipient as a civil debt in accordance with paragraph 26.1.18.
  2. The Grant Recipient shall at all times during and following the end of the Funding Period:
     1. comply with requirements of the [Branding Manual](https://gcs.civilservice.gov.uk/wp-content/uploads/2022/12/Branding_Funded_By_UKG-.pdf) in relation to the Funded Activities; and
     2. cease use of the Funded by UK Government logo on demand if directed to do so by the Authority.

1. **NOTICES** 
   1. All notices and other communications in relation to this Grant Funding Agreement shall be in writing and shall be deemed to have been duly given if personally delivered, e-mailed, or mailed (first class postage prepaid) to the address of the relevant party, as referred to in Annex 7 or otherwise notified in writing. All notices and other communications must be marked for the attention of the contact specified in Annex 7 (Contact Details). If personally delivered or if e-mailed all such communications shall be 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 shall be deemed received on the next Working Day) and if mailed all such communications shall be deemed to have been given and received on the second Working Day following such mailing.
2. **GOVERNING LAW** 
   1. ***[Guidance: if you want your Grant Funding Agreement to be legally binding include the following paragraph:]*** These Conditions will be governed by and construed in accordance with the law of England [or England and Wales] or [Northern Ireland] [Scotland] and the Parties irrevocably submit to the exclusive jurisdiction of the English [Welsh/Scottish/Northern Irish] courts.

**[Guidance: this section assumes the Grant Funding Agreement will be signed by both Parties. The Cabinet Office recognises that there may be circumstances where this is neither practical nor proportionate (i.e., when handling large numbers of small value grants). Departments are advised to seek legal or commercial advice from their departments regarding the most appropriate method of executing this document].**

1. **CHANGES TO THIS GRANT FUNDING AGREEMENT** 
   1. Either Party can request a variation to the terms of this Grant Funding Agreement. Any such variation is only effective if agreed in writing and signed by authorised representatives of both Parties. The Authority is not required to accept a variation request made by the Grant Recipient.

| **SIGNED by:** | **………………………………………………….**  **Signature** |
| --- | --- |
| **[*insert authorised***  ***signatory’s***  ***name*]**  **for and on behalf of the [*insert name of Department*]** | **………………………………………………….**  **Title**  **………………………………………………….**  **Date** |
|  |  |
| **SIGNED by** | **…………………………………………………**  **Signature** |
| **[*insert authorised***  ***signatory’s***  ***name*]**  **for and on behalf of [*insert name of Recipient*]** | **………………………………………………**  **Title**  **………………………………………………**  **Date** |

**ANNEX 1 – GRANT Funding LETTER and grant application**

**PART A - GRANT FUNDING LETTER**

[Include a copy of your Grant Funding Letter]

**ANNEX 1**

**PART B – GRANT RECIPIENT’S [GRANT APPLICATION]**

[Include the Grant Recipient’s application here]

**ANNEX 2 –THE FUNDED ACTIVITIES**

***[Guidance: You need to set out here is sufficient detail what the purpose of the grant is so you can monitor if the Grant money is being spent for that purpose or not. Make this description flexible enough so the Grant Recipient has some scope for operational flexibility and a degree of freedom in its decision-making (within the parameters of the Funded Activities). Remember though the Grant Recipient is required to gain the Authority’s permission to amend the Funded* *Activities or to use the Grant for other purposes]***

1. **Background/purpose of the Grant**
   1. Background ***[guidance: set out here what the policy objective is together with how this will be met by the provision of the Grant]***.
   2. **Aims and objectives of the Funded Activities**

***Guidance: set out here the aims and objective together with the outcomes and impacts resulting from the Funded Activities to demonstrate the need and benefit of the Grant***

1. **Funded Activities**

***[Guidance: set out here what the funded activities are. Include a project plan and any milestones you will be monitoring the delivery of the Grant against. Make sure this section is consistent with the Grant Recipient’s Grant application.]***

**ANNEX 3 – PAYMENT SCHEDULE**

***Guidance: You need to set out here how the department will pay the Grant. For example, set out whether it will be a single block sum, or in instalments.***

***Consider if you are linking payment of the Grant to specific project milestones or not. Make sure it corresponds to what you said about payment in the documents you issued when calling for Grant applications.***

***Below is a suggested payment schedule which sets out the minimum level of information required to meet the Grant standards. Amend it as you need to so that you have an accurate record of how and when the Grant will be paid. The Cabinet Office Centre of Excellence also has a template payment schedule which Departments may wish to use instead. A copy of the schedule is available*** [***here***](https://gcoe.civilservice.gov.uk/award/)***.***

***Departments must have regard to the HM Treasury guidance, Managing Public Money[[2]](#footnote-1) and should only make payment of the Grant on evidence of need or qualification, depending on the terms of the Grant scheme.***

***Paragraph 4.3 of the Grant Funding Agreement requires the Grant Recipient to [declare any Match Funding before signing the Grant Funding Agreement /obtain prior written approval from the Authority before applying for/or accepting Match Funding].***

***All Match Funding must also be recorded in the Match Funding table below.***

| **INSTALMENT/ INSTALMENT PERIOD** | **GRANT SUM PAYABLE** | **PAYMENT DATE/ MILESTONE**  **(month and year)** |
| --- | --- | --- |
| **Year 1** |  |  |
| **1st** |  |  |
| **2nd** |  |  |
| **3rd** |  |  |
| **4th** |  |  |
| **Total for Year 1** |  |  |
| **Year 2** |  |  |
| **1st** |  |  |
| **2nd** |  |  |
| **3rd** |  |  |
| **4th** |  |  |
| **Total for Year 2** |  |  |
| **Funding retained from previous year(s)** |  |  |
| **Total for Grant** |  |  |

**Approved Match Funding**

| **GRANT FUNDING PERIOD** | **TOTAL MATCH FUNDING RECEIVED** | **MATCH FUNDING PAYMENT DATE** |
| --- | --- | --- |
| Year 1 |  |  |
| Year 2 |  |  |
| Year 3 |  |  |

**ANNEX 4 – GRANT RECIPIENT’S BANK DETAILS**

**Guidance: The Grant Recipient must complete parts 1 to 5. Part 5 must only be completed by the person who signed the Grant Letter/ Agreement with the Authority, or their replacement.**

**The Grant Recipient should take a photocopy of the form for their records and return the original along with the signed Grant Funding Agreement to the address indicated in the Grant Letter.**





















































Send our remittance advice via email



**ANNEX 5 – ELIGIBLE EXPENDITURE SCHEDULE**

**(breakdown of forecast grant expenditure)**

***[Guidance: Details of eligible expenditure must be included in all funding agreements, including items of expenditure that are expressly ineligible. Grant recipients are required to provide evidence of their Grant expenditure]***

| **Item of Expenditure** | **Budget (in UK Sterling)/forecast expenditure** |
| --- | --- |
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**ANNEX 6 –** **AGREED PERFORMANCE MEASURES AND OUTCOMES**

***[Guidance: In accordance Minimum Requirement 8 all government Grants should have performance measures agreed and longer-term outcomes defined, wherever possible, to enable active performance management, including regular reviews and adjustments where deemed necessary. This Annex should contain details of the agreed outcomes of the Funded Activities. You should consider how performance can be measured, for example whether to use an indicative measure such as KPIs or milestones, and (for multi-year programmes) which year the measures relate to]***

***[The agreed measures and outcomes should enable the Department to monitor the whether the Funded Activities are being undertaken and/or whether action needs to be taken by the Department to adapt the aims/objectives of the Funded Activities or terminate the agreement.]***

***[The measures should only be used to determine whether the relevant task has been performed. They should not seek to impose a system of service credits.]***

**The Grant Recipient is required to achieve the following milestones/performance measures and outcomes in connection with the Grant:**

**Agreed Performance Measures**

1.

2.

3.

4.

| **KPI/Milestone measured**  **Year 1** | **Measure** | **Frequency (annually/quarterly/monthly/other)** |
| --- | --- | --- |
|  |  |  |
|  |  |  |
| **Year 2** |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

**ANNEX 7 – CONTACT DETAILS**

The main departmental contact in connection with the Grant is:

| Name of contact | [ ] |
| --- | --- |
| Position in organisation | [ ] |
| Email address | [ ] |
| Telephone number | [ ] |
| Fax number | [ ] |
| Postal address | [ ] |

This information is correct at the date of the Grant Funding Agreement. The Authority will send you a revised contact sheet if any of the details changes.

The Grant Recipient’s main contact in connection with the Grant Funding Agreement is:

| Reference |  |
| --- | --- |
| Organisation | [ ] |
| Name of contact | [ ] |
| Position in organisation | [ ] |
| Email address | [ ] |
| Telephone number | [ ] |
| Fax number | [ ] |
| Postal address | [ ] |

Please inform the Authority if the Grant Recipient’s main contact changes.

**ANNEX 8 – DATA PROTECTION PROVISIONS (Optional)**

***[Guidance: The wording in this Annex 8 is optional. It only applies if there is processing of Personal Data under the Grant Funding Agreement. If there is processing of Personal Data then you will also need to consider and amend paragraph 14 so that the roles of the Parties are identified. If in doubt, speak to your departmental lawyers about how this Annex 8 should be amended.***

***There are three types of data processing scenarios set out in this Annex 8. The first is where the Authority is a Controller and the Grant Recipient is a Processor. This is covered in Part 1 of Annex 8. The wording in Part 1 of Annex 8 has been taken from the Procurement Policy Note 02/18: Changes to Data Protection Legislation & General Data Protection Regulation.***

***Part 1 contains generic data protection clauses, which govern the data relationship between a Controller and Processor. You will need to complete Part 1A.***

***If, for the purposes of this Grant Funding Agreement, the Parties are Joint Controllers, the Parties shall enter into a Joint Controller Agreement based on the terms outlined in Part 2 of Annex 8.***

***If the Parties are Independent Controllers then the wording in Part 3 will apply.***

***]***

**DATA PROTECTION LEGISLATION PARAGRAPH DEFINITIONS:**

Where they appear in this Annex 8:

**Data Subject**: has the meaning given in the DPA 2018.

**Data Protection Impact Assessment**: an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.

**Data Loss Event**: any event that results, or may result, in unauthorised access to Personal Data held by the Processor 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.

**Data Subject Request**: a request made by, or on behalf of, a data subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.

**Personal Data Breach:** has the meaning given in the UK GDPR or the EU GDPR as the context requires.

**Processor Personnel**: means all directors, officers, employees, agents, consultants and Recipients of the Processor and/or of any sub-processor engaged in the performance of its obligations under these Conditions.

**Protective Measures**: appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it.

**Sub-processor**: any Third Party appointed to process Personal Data on behalf of that Processor related to these Conditions.

**ANNEX 8**

**Part 1: Annex for Controller to Processor**

1. **DATA PROTECTION**
   1. The Parties acknowledge that for the purposes of the Data Protection Legislation, the Authority is the Controller and the Grant Recipient is the Processor unless otherwise specified in this Annex 8. The only processing that the Processor is authorised to do is listed in Part 1A of Annex 8 by the Controller and may not be determined by the Processor.
   2. The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.
   3. The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Controller, include:
      1. a systematic description of the envisaged processing operations and the purpose of the processing;
      2. an assessment of the necessity and proportionality of the processing operations in relation to the Services;
      3. an assessment of the risks to the rights and freedoms of data subjects; and
      4. the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

* 1. The Processor shall, in relation to any Personal Data processed in connection with its obligations under these Conditions:

* + 1. process that Personal Data only in accordance with this Annex 8, unless the Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Controller before processing the Personal Data unless prohibited by Law;

* + 1. ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures), having taken account of the:
       1. nature of the data to be protected;
       2. harm that might result from a Data Loss Event;
       3. state of technological development; and
       4. cost of implementing any measures;

* + 1. ensure that :
       1. the Processor Personnel do not process Personal Data except in accordance with these Conditions (and in particular Part 1 of Annex 8);
       2. it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
          1. are aware of and comply with the Processor’s duties under this paragraph;
          2. are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;
          3. are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any Third Party unless directed in writing to do so by the Controller or as otherwise permitted by these Conditions; and
          4. have undergone adequate training in the use, care, protection and handling of Personal Data; and

* + 1. where the Personal Data is subject to the UK GDPR, not transfer the Personal Data outside of the UK unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
       1. the transfer is in accordance with Article 45 of the UK GDPR or DPA 2018 Section 17A; or
       2. the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with Article 46 of the UK GDPR or DPA 2018 Section 17C ) as determined by the Controller which could include relevant parties entering into the International Data Transfer Agreement or International Data Transfer Agreement Addendum to the European Commission’s Standard Contractual Clauses published by the Information Commissioner’s Office from time to time under section 119A(1) of the DPA 2018 as well as any additional measures determined by the Controller;
       3. the Data Subject has enforceable rights and effective legal remedies;
       4. the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
       5. the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;
    2. where the Personal Data is subject to EU GDPR, not transfer such Personal Data outside of the European Union unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
       1. the transfer is in accordance with Article 45 of the EU GDPR; or
       2. the Processor has provided appropriate safeguards in relation to the transfer in accordance with Article 46 of the EU GDPR as determined by the Controller which could include relevant parties entering into Standard Contractual Clauses in the European Commission’s decision 2021/914/EU or such updated version of such Standard Contractual Clauses as are published by the European Commission from time to time as well as any additional measures determined by the Controller;
       3. the Data Subject has enforceable rights and effective legal remedies;
       4. the Processor complies with its obligations under the EU GDPR by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
       5. the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data; and

* + 1. at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Grant Funding Agreement unless the Processor is required by Law to retain the Personal Data.

* 1. Subject to paragraph 1.6, the Processor shall notify the Controller immediately if it:
     1. receives a Data Subject Request (or purported Data Subject Request);
     2. receives a request to rectify, block or erase any Personal Data;
     3. receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
     4. receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under these Conditions;
     5. receives a request from any Third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
     6. becomes aware of a Data Loss Event.
  2. The Processor’s obligation to notify under paragraph 1.5 shall include the provision of further information to the Controller in phases, as details become available.
  3. Taking into account the nature of the processing, the Processor shall provide the Controller with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 1.5 (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:
     1. the Controller with full details and copies of the complaint, communication or request;
     2. such assistance as is reasonably requested by the Controller to enable the Controller to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
     3. the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
     4. assistance as requested by the Controller following any Data Loss Event;
     5. assistance as requested by the Controller with respect to any request from the Information Commissioner’s Office or any other regulatory authority, or any consultation by the Controller with the Information Commissioner's Office or any other regulatory authority.
  4. The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this paragraph. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
     1. the Controller determines that the processing is not occasional;
     2. the Controller determines the processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or
     3. the Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.

* 1. The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller’s designated auditor.
  2. Each Party shall designate its own data protection officer if required by the Data Protection Legislation.
  3. Before allowing any Sub-processor to process any Personal Data related to this Grant Funding Agreement, the Processor must:
     1. notify the Controller in writing of the intended Sub-processor and processing;
     2. obtain the written consent of the Controller;
     3. enter into a written agreement with the Sub-processor which give effect to the terms set out in this paragraph 1.11 such that they apply to the Sub-processor; and
     4. provide the Controller with such information regarding the Sub-processor as the Controller may reasonably require.
  4. The Processor shall remain fully liable for all acts or omissions of any of its Sub-processors.

* 1. The Authority may, at any time on not less than 30 Working Days’ notice, revise this paragraph by replacing it with any applicable controller to processor standard paragraphs or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to these Conditions).
  2. The Parties agree to take account of any guidance issued by the Information Commissioner’s Office. The Controller may on not less than 30 Working Days’ notice to the Processor amend these Conditions to ensure that it complies with any guidance issued by the Information Commissioner’s Office.
  3. Where the Parties include two or more Joint Controllers in respect of Personal Data under this Grant Funding Agreement as identified in Part 1 of Annex 8 in accordance with Article 26 of the UK GDPR, those Parties shall enter into a Joint Controller Agreement based on the terms outlined in Part 2 of Annex 8 in replacement of paragraphs 1.1 to 1.14 for the Personal Data under Joint Control.

**ANNEX 8**

**Part 1A: Schedule of Processing, Personal Data and Data Subjects**

This Annex shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Annex shall be with the Controller at its absolute discretion.

* + 1. The contact details of the Controller’s Data Protection Officer are: [Insert Contact details]
    2. The contact details of the Processor’s Data Protection Officer are: [Insert Contact details]
    3. The Processor shall comply with any further written instructions with respect to processing by the Controller.
    4. Any such further instructions shall be incorporated into this Annex.

| **Description** | **Details** |
| --- | --- |
| Identity of the Controller and Processor | The Parties acknowledge that for the purposes of the Data Protection Legislation, the Authority is the Controller and the Grant Recipient is the Processor in accordance with paragraph 1.1.  [**Guidance:** **You may need to vary this section where the Authority and Grant Recipient have a different relationship. For example where the Parties are Joint Controller of some Personal Data:**  ***“Notwithstanding paragraph 1.1 the Parties acknowledge that they are also Joint Controllers for the purposes of the Data Protection Legislation in respect of:***  ***[Insert the scope of Personal Data which the purposes and means of the processing is determined by the both Parties]***  ***In respect of Personal Data under Joint Control, paragraph 1.1-1.15 will not apply and the Parties agree to put in place a Joint Controller Agreement as outlined in Part 2 of Annex 8 instead.”***  ***Or, for example, where the Parties are Independent Controllers:***  ***“…The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:***  ***[Insert the scope of Personal Data provided by one Party who is Data Controller to the other Party who will separately determine the nature and purposes of its processing the Personal Data on receipt.]*** |
| Subject matter of the processing | ***[Guidance: this should be a high level, short description of what the processing is about i.e., its subject matter of the contract.***  ***Example: The processing is needed in order to ensure that the Processor can effectively deliver the contract to provide a service to members of the public.]*** |
| Duration of the processing | ***[Guidance: clearly set out the duration of the processing including dates.]*** |
| Nature and purposes of the processing | ***[Guidance: Please be as specific as possible, but make sure that you cover all intended purposes.***  ***The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.***  ***The purpose might include: employment processing, statutory obligation, recruitment assessment etc]*** |
| Type of Personal Data being Processed | ***[Guidance: examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc]*** |
| Categories of Data Subject | ***[Guidance: examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc]*** |
| Plan for return and destruction of the data once the processing is complete  UNLESS requirement under law to preserve that type of data | ***[Guidance: describe how long the data will be retained for, how it be returned or destroyed]*** |
| Locations at which the Supplier and/or its Sub-Contractors process Personal Data under this Contract | ***[Guidance: clearly identify each location]*** |
| Protective Measures that the Supplier and, where applicable, its Sub-contractors have implemented to protect Personal Data processed under this Contract Agreement against a breach of security (insofar as that breach of security relates to data) or a Personal Data Breach | ***[Guidance: please be as specific as possible]*** |

**ANNEX 8**

**Part 2: Annex for Joint Controller Agreements**

***[Guidance: insert only where Joint Controller applies]***

In this Annex the Parties must outline each Party’s responsibilities for:

* providing information to data subjects under Articles 13 and 14 of the UK GDPR.
* responding to data subject requests under Articles 15-23 of the UK GDPR
* notifying the Information Commissioner (and data subjects) where necessary about data breaches
* maintaining records of processing under Article 30 of the UK GDPR
* carrying out any required Data Protection Impact Assessment
* The agreement must include a statement as to who is the point of contact for data subjects.

The essence of this relationship shall be published.

***[Guidance: You may wish to incorporate drafting along the lines of that found in Schedule 31 (Annex 1 Joint Controller Agreement) of the Model Services Contract.***

***You may also wish to include an additional paragraph apportioning liability between the Parties arising out of data protection of data that is jointly controlled.***

***Where there is a Joint Control relationship, but no Controller to Processor relationship under the Grant Funding Agreement, this completed Annex 8 Part 2 should be used instead of Part 1 of Annex 8.]***

**ANNEX 8**

**Part 3: Annex for Independent Controller**

***[Guidance: insert only where the Parties are separate Independent Controllers.***

***Where the Parties are only Independent Controllers and there is no Controller to Processor relationship or Joint Controller relationship then this Annex 8 Part 3 should be used instead of Annex 8 Part 1.]***

1. The Parties acknowledge that for the purpose of Data Protection Legislation the Grant Recipient is the Controller of any Personal Data processed by it pursuant to the Funded Activities. To the extent that the Grant Recipient and the Authority share any Personal Data for the purposes specified in paragraph 4, the Parties acknowledge that they are each separate Independent Controllers in respect of such data.

1. The Grant Recipient shall (and shall procure that any of its Representatives shall) adhere to all applicable provisions of the Data Protection Legislation and not put the Authority in breach of the Data Protection Legislation.
2. On request from the Authority, the Grant Recipient will provide the Authority with all such relevant documents and information relating to the Grant Recipient’s data protection policies and procedures as the Authority may reasonably require.

1. Subject to paragraph 6, the Grant Recipient agrees that the Authority and its Representatives may use Personal Data which the Grant Recipient provides about its staff and partners involved in the Funded Activities to exercise the Authority’s rights under this Grant Funding Agreement and or to administer the Grant or associated activities. Furthermore, the Authority agrees that the Grant Recipient and its Representatives may use Personal Data which the Authority provides about its staff involved in the Funded Activities to manage its relationship with the Authority.

1. The Grant Recipient agrees that the Authority may share details of the Grant, including the name of the Grant Recipient’s organisation, with the UK Government [and that these details may appear on the Government Grants Information System database which is available for search by other funders.
2. The Authority and the Grant Recipient shall only provide Personal Data to each other:
   * 1. to the extent required in connection with the Funded Activities;
     2. in compliance with the Data Protection Legislation (including by ensuring all required fair processing information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the UK GDPR); and
     3. where the Personal Data is subject to UK GDPR and where the provision of Personal Data from one Party to another involves transfer of such data to outside the UK, if the prior written consent of the non-transferring Party has been obtained and the following conditions are fulfilled:

:

* + - 1. the transfer is in accordance with Article 45 of the UK GDPR or Section 17A of the DPA 2018; or
      2. the transferring Party has provided appropriate safeguards in relation to the transfer (whether in accordance with Article 46 of the UK GDPR or DPA 2018 section 17C) as determined by the non-transferring Party which could include the International Data Transfer Agreement or International Data Transfer Agreement Addendum to the European Commission’s Standard Contractual Clauses as published by the Information Commissioner’s Office as well as any additional measures determined by the non-transferring Party;
      3. the Data Subject has enforceable rights and effective legal remedies;
      4. the transferring Party complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the non-transferring Party in meeting its obligations); and
      5. the transferring Party complies with any reasonable instructions notified to it in advance by the non-transferring Party with respect to the processing of the Personal Data;
    1. where the Personal Data is subject to EU GDPR and where the provision of Personal Data from one Party to another involves transfer of such data to outside the EU, if the prior written consent of the non-transferring Party has been obtained and the following conditions are fulfilled:
       1. the transfer is in accordance with Article 45 of the EU GDPR; or
       2. the transferring Party has provided appropriate safeguards in relation to the transfer in accordance with Article 46 of the EU GDPR as determined by the non-transferring Party which could include relevant parties entering into Standard Contractual Clauses in the European Commission’s decision 2021/914/EU or such updated version of such Standard Contractual Clauses as are published from time to time as well as any additional measures determined by the non-transferring Party;
       3. the Data Subject has enforceable rights and effective legal remedies;
       4. the transferring Party complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the non-transferring Party in meeting its obligations); and
       5. the transferring Party complies with any reasonable instructions notified to it in advance by the non-transferring Party with respect to the processing of the Personal Data; and
    2. where it has recorded any such transfer in Part 1A.

1. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, 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 UK GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the UK GDPR.
2. A Party Processing Personal Data for the purposes of the Grant Funding Agreement shall maintain a record of its Processing activities in accordance with Article 30 UK GDPR and shall make the record available to the other Party upon reasonable request.
3. 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:
   1. the other Party shall 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
   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:
      1. 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 shall forward such request or correspondence to the other Party; and
      2. 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.
4. Each Party shall promptly notify the other upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to this Grant Funding Agreement and shall:
   1. do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Data Breach;
   2. implement any measures necessary to restore the security of any compromised Personal Data;
   3. work with the other Party to make any required notifications to the Information Commissioner’s Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and
   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.
5. Without limiting any other provision of this Annex 8, Part 3, each of the Parties shall, on request, provide such information and assistance as is reasonably requested by the other Party to assist the other Party in complying with the Data Protection Legislation in respect of the Personal Data.

1. The Authority and the Grant Recipient shall not retain or process Personal Data for longer than is necessary to perform the respective obligations under this Grant Funding Agreement which is specified in Part 1A of this Annex 8.
2. The Grant Recipient will notify the Authority of any change to its constitution, legal form, membership structure (if applicable) or ownership, and of any complaint or investigation by any regulatory body or the police into its activities or those of its staff or officers or volunteers.
3. The Parties shall be responsible for their own compliance with Articles 13 and 14 of the UK GDPR in respect of the processing of Personal Data for the purposes of this Grant Funding Agreement.
4. A Party processing Personal Data in connection with this Grant Funding Agreement shall maintain a record of its processing activities in accordance with Article 30 of the UK GDPR and shall make the record available to the other Party upon reasonable request.

**ANNEX 9 - EXIT (OPTIONAL)**

***[Guidance: this annex is in case you want to be able to get the Grant Recipient to exit the Funded Activities smoothly. It provides for an exit plan and for the Grant Recipient to help you to had the Funded Activities over to another or to wrap them up altogether]***

The following definitions shall apply in addition to the definitions contained in paragraph 2.1 of these Conditions (Definitions):

**“Exit Plan”** means the plan prepared and submitted by the Grant Recipient to the Authority to enable the smoot closure of transfer of the Funded Activities to the Authority or successor of the Grant Recipient.

**General**

The Grant Recipient will prepare an Exit Plan within the first three months of this Grant Funding Agreement to allow the smooth closure of the Funded Activities.

Where the Authority intends to continue the operation of the Funded Activities in broadly the same way after expiry or termination of the Grant Funding Agreement, either by performing them itself or by means of a successor, The Grant Recipient shall endeavour to ensure the smooth and orderly transition of the Funded Activities and shall co-operate with the Authority or the successor, as the case may be, in order to achieve such transition.

When such endeavours and co-operation are outside the scope of the Grant, the Grant Recipient shall provide quotations for reasonable charges associated with providing such assistance and the Authority shall pay such reasonable charges.

The Grant Recipient will comply with any reasonable request of the Authority for information relating to the performance of the Funded Activities.

**Exit Planning**

The Grant Recipient will, in conjunction with the Authority, maintain, and as necessary update, the Exit Plan throughout the Funding Period so that it can be implemented immediately, if required. From time-to-time either the Authority or the Grant Recipient may instigate a review of the Exit Plan.

The Grant Recipient will co-operate with all reasonable requests made by either the Authority or a successor body relating to exit transition arrangements for the Funded Activities.

**Assistance**

The Grant Recipient will use all reasonable endeavours to ensure that a transition of responsibility for the delivery of the Funded Activities to the successor body or the Authority, as the case may be, minimises any detrimental effect on the delivery of the Funded Activities and the Authority will use all reasonable endeavours to co-operate in such transfer.

**Assets Register**

The Grant Recipient shall maintain throughout the exit period of this Grant an asset register, in accordance with the Terms and Conditions of the Grant Funding Agreement.

The Grant Recipient shall not change the status of any asset without the prior written consent of the Department where such a change would either be viewed as a major change or would require repayment in accordance with the Terms and Conditions of the Grant Funding Agreement.

**Documentation and Access**

The Grant Recipient shall provide the Authority on request with information and documentation reasonably necessary to assist with the transfer of the Funded Activities to the Authority or to a successor body, including any documentation required to support any bidding process for the provision of the Funded Activities. This includes full details of:

1. the work programme, objectives/targets, and other services delivered by the Grant Recipient under this Grant Funding Agreement;
2. any software, including Third Party software and any hardware used in connection with the delivery of the Funded Activities;
3. software and supply agreements used to deliver any services associated with delivery of the Funded Activities, including the agreements relating to any Third-Party software identified by name of supplier, term of Grant, and charges payable under the Grant; and
4. any employees used by the Grant Recipient to help deliver the Funded Activities who are essential to this delivery; this information shall be provided under conditions of confidentiality reasonably acceptable to the Grant Recipient.

The Authority may make the documentation available to suppliers who wish to bid for the provision of the activities. The Grant Recipient shall respond expediently and in full to any reasonable questions by the Authority or the suppliers and shall co-operate with any reasonable due diligence activities carried out by suppliers.

**Transfer Support Activities**

The Grant Recipient shall co-operate with all reasonable requests made by either the Authority or a successor relating to the Funded Activities transition arrangements. The Authority and the Grant Recipient shall discuss the implementation plan for the transition of the activities to either the Authority or a Successor body.

**ANNEX 10: SUBSIDY CONTROL (OPTIONAL)**

**Part 1: MINIMAL FINANCIAL ASSISTANCE**

***[Guidance: use this Annex 10 where the Grant is awarded as minimal financial assistance which is an exempted subsidy under the Subsidy Control Act. The total amount of minimal financial assistance to a single enterprise must not exceed £315,000 over the period comprising the elapsed part of the current financial year and the two preceding financial years (three financial years).***

***If you are relying on the Minimal Financial Assistance exemption, you must ensure you have given a Minimal Financial Assistance notification before giving the assistance. Your offer of Grant should be conditional upon receiving the completed and signed declaration form below and, once received, you must then issue a separate Minimal Financial Assistance confirmation to the Grant Recipient. Please see s.37*** [***Subsidy Control Act***](https://www.legislation.gov.uk/ukpga/2022/23/enacted) ***for further details and consult your departmental lawyer for further guidance.***

1. The Grant is awarded as in accordance with Section 36 of the Subsidy Control Act which enables the Grant Recipient to receive up to a maximum level of subsidy without engaging the subsidy control requirements (with the exception of the transparency requirements for subsidies over £100,000) under the Act (“Minimal Financial Assistance”). The current threshold is £315,000 to a single enterprise over the elapsed part of the current financial year and the two preceding financial years (“the Applicable Period”).
2. The Grant Recipient acknowledges and accepts that the relevant limit for Minimal Financial Assistance comprises other Minimal Financial Assistance, SPEI Assistance, Small Amounts of Financial Assistance given under Articles 364(4) or 365(3) of the UK-EU Trade and Cooperation Agreement, and De Minimis State Aid (“Exempt Subsidy/Subsidies”), irrespective of whether such subsidy or aid was provided by other public authorities and their agents, related to other projects or was made by means other than grants (for instance, foregone interest on loans) awarded to the Grant Recipient over the Applicable Period.
3. The Authority has provided the Grant Recipient with a Minimal Financial Assistance notification at paragraph [X] of the Grant Offer Letter. The award of this Grant will be conditional upon the Grant Recipient providing the Authority with the Minimal Financial Assistance declaration form confirming how much Exempt Subsidy if any, it has received in the Applicable Period.
4. The Authority may not pay the Grant Recipient the Grant if, added to any previous Exempt Subsidy the Grant Recipient has received during the Applicable Period, the Grant causes the Grant Recipient to exceed the relevant limit for Minimal Financial Assistance.
5. For the purposes of the Minimal Financial Assistance declaration:
   1. the financial year means a period of 12 months ending 31st March;
   2. an enterprise means the enterprise that receives, or would receive, minimal financial assistance; and
   3. subsidy is subsidy granted to a single enterprise, which may include legal entities separate to Grant Recipient (such as current or former subsidiaries).
6. The Grant Recipient must retain the Grant Funding Agreement and the completed Minimal Financial Assistance declaration form and produce it on request by the Authority.
7. The Grant Recipient acknowledges that it is Grant Recipient’s responsibility to read the Subsidy Control Act its entirety, and seek advice (including legal advice) on its application to Grant Recipient’s business if appropriate.
8. The Grant Recipient acknowledges that the Authority and Grant Recipient are jointly and severally responsible for maintaining detailed records with the information and supporting documentation necessary to establish that all the conditions set out in this Grant Funding Agreement are fulfilled.
9. The Grant Recipient agrees to keep a written record detailing that it has received a subsidy by way of Minimal Financial, the date on which it was given and the gross value amount of the assistance and must keep the record for at least three years from the given date.

**MINIMAL FINANCIAL ASSISTANCE DECLARATION FORM**

Please tick the statement that applies:

|  | The Grant Recipient, and/or any other person or group of persons forming an enterprise with the Grant Recipient, **have not received any Exempt Subsidy** (whether from or attributable to the Authority or any other public authority) during the Applicable Period. |
| --- | --- |
|  | The Grant Recipient, and/or any other person or group of persons forming an enterprise, **have received one or more grants of Exempt Subsidy** during the Applicable Period, particulars of which are set out in the table below. |

Please insert the Grant Recipient’s financial year\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Particulars of any Exempt Subsidy received during the current or previous two fiscal years:

| Public Authority | Date Awarded | Total amount of subsidy[[3]](#footnote-2) | Description of subsidy[[4]](#footnote-3) | Recipient[[5]](#footnote-4) | Date(s) received[[6]](#footnote-5) |
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Signed\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For and on behalf of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Position\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. <https://www.gov.uk/government/publications/managing-public-money> [↑](#footnote-ref-0)
2. <https://www.gov.uk/government/publications/managing-public-money> [↑](#footnote-ref-1)
3. This should be the amount of subsidy awarded. However, please also inform us if the amount received differed. [↑](#footnote-ref-2)
4. Please confirm the nature of the subsidy (e.g., a grant or a loan etc) and the purpose for which it was awarded (e.g. any project funded by it). [↑](#footnote-ref-3)
5. Please confirm the identity of the recipient of the subsidy if this is a separate entity forming part of a single economic actor with you. [↑](#footnote-ref-4)
6. Please inform us if the subsidy was paid by instalments. [↑](#footnote-ref-5)