

THE FORESTRY COMMISSION

and

[THE GRANT RECIPIENT IE. LEAD APPLICANT ORGANISATION]

GRANT FUNDING AGREEMENT FOR THE SEED SOURCING GRANT

Reference No: SSG_XX

[Grant Recipient i.e., lead applicant organisation] (**Grant Recipient**)
 [Grant Recipient's address]

SSG Ref.

[Date]

Attention: [Insert name of contact]

Dear [Name of contact],

Seed Sourcing Grant – Grant Funding Letter

Any reference in this letter to "you" or "your" means the Grant Recipient (**[Lead applicant organisation]**) and any capitalised terms have the meanings given in **Error! Reference source not found.** (Terms and Conditions).

You submitted the application in 0 (Grant Application) to this letter in response to the Invitation to Apply for the Seed Sourcing Grant. After consideration of your application, the Forestry Commission (the **Authority**) is pleased to offer you a Grant for the performance of the Funded Activities up to the Maximum Sum, subject to your agreement to, and compliance with, the terms and conditions set out in this Grant Funding Letter and its Annexes.

1. OVERVIEW OF THE GRANT

The key elements of the Grant are described in the table below:

Funded Activities	[Insert name of organisation]. A more detailed description of the Funded Activities is set out in 0 (Funded Activities).
Maximum amount of Grant	£[Insert total amount of grant]
Funding Period	The period from [Please add the date you sign the agreement] to 27 th March 2025.
Grant Review	The Authority will review the Grant on an annual basis and on receipt of claims.
Monitoring and Reporting	The performance reports referred to in paragraph 7 of ANNEX 1 shall be provided by You in support of claims and at the end of each financial year.
Project Representative(s)	[Insert name, title, and contact details (phone and email) of Grant Recipient's Project Representative(s). If nominating more than one Representative, please identify a lead contact.] Please note: any claims you submit to the FC must be signed by a Project Representative or the person who signs this agreement (Lead Applicant).

Grant Manager	[Insert name, title and contact details (phone and email) of the Authority's Grant Manager]	
Escalation Contacts	Authority	Grant Recipient
	<p>If you are unhappy with a decision we have taken about your application or Agreement, you can make an appeal. If you are unhappy with service you have had from the FC, you can email, write, or call us. Full guidance about how to make a complaint or appeal is available online.</p> <p>https://www.gov.uk/government/organisations/forestry-commission/about/complaints-procedure</p>	<p>[Insert name, title and contact details (phone and email) of Grant Recipient's Escalation Contact]</p> <p>Please provide the details of the person we should escalate issues to in the event of a dispute. In some cases, this may be the same as the Project Representative or person who signs this agreement (Lead Applicant).</p>

2. PAYMENT OF THE GRANT

- 2.1 The Grant is made pursuant to section 8(c) of the Forestry Act 1967.
- 2.2 You are responsible for sourcing or providing any Match Funding and other resources required for the Funded Activities.
- 2.3 The Grant is offered to you to contribute towards Eligible Expenditure only. Subject to your compliance with the terms of this Grant Agreement, payments will be made by BACS transfer following receipt of claim forms.
- 2.4 The funding period in which you are eligible to make claims is stated in Paragraph 1 (above). In any given financial year, you will be able to submit claims at both the final reporting stage, and on two additional dates of your choosing.
- 2.5 All claims must be supported by evidence of eligible expenditure (i.e., invoices/ timesheets) and, where not accompanied by a final report, a progress update to demonstrate that works have been carried out as per the activities and outputs stated in this grant agreement.
- 2.6 In 2024/25 the due date for final claims and reporting is 27th March 2025.
- 2.7 The authority reserves the right to request a post-implementation report beyond the Funding Period stated in Paragraph 1 (above) to understand the long-term impacts of the project on sector capacity. The Authority reserves the right to arrange site visits to confirm progress made on projects prior to making payment of claims.

3. GRANT CLAIMS

- 3.1 Before paying any Grant Claim, the Authority must be satisfied that You have provided a sufficient level of assurance to demonstrate that the Grant will be used for Eligible Expenditure.
- 3.2 Payment of the Grant will be made within 30 days of the Authority approving Your Grant Claim.

Eligible Expenditure
- 3.3 You must provide details of Eligible Expenditure in respect all Funded Activities and must record this expenditure in ANNEX 5 of this Grant Agreement.

4. **CONFIRMATION OF BANK DETAILS**

4.1 The Authority will provide You with a Supplier Creation form which must be completed and returned with confirmation of bank details. Grant payments will be made into the bank account detailed on the form. No payment will be made in advance of receipt of a correctly completed and signed form.

4.2 The signatory to Your Supplier Creation form must be Your chief finance officer or other person with proper delegated authority. Any change of details must be notified immediately by completing and returning a Supplier Amendment form, signed by an approved signatory. Supplier Amendment forms will be provided by the Authority on request. The Authority will verify changes to bank details via telephone correspondence with either the Lead Applicant or a Project Representative. Any change of signatory must be notified to the Authority for approval, as soon as known.

5. **RESPONSIBILITY FOR THE FUNDED ACTIVITIES**

You will be the sole recipient of the Grant and, as such, you will be responsible for managing the Grant as between you and any other Third Parties involved in performing the Funded Activities. This includes securing the re-payment of the Grant if requested by the Authority in accordance with **Error! Reference source not found.** (Terms and Conditions) including where the Grant has already been distributed to Third Parties.

6. **THE GRANT AGREEMENT**

6.1 Once you sign this Grant Funding Letter as designated below, it will comprise a binding "**Grant Agreement**" between you and the Authority that includes and incorporates the following documents:

6.1.1 the **Terms and Conditions** in **Error! Reference source not found.**;

6.1.2 the **Grant Application** in 0;

6.1.3 the description of the **Funded Activities** in 0;

6.1.4 the **Agreed Outputs and Long-Term Outcomes** in **Error! Reference source not found.**;

6.1.5 the description of **Eligible Expenditure** in ANNEX 5;

6.2 The Parties confirm that it is their intention to be legally bound by this Grant Agreement.

7. **WARRANTIES**

7.1 By signing this Grant Funding Letter, you warrant and represent that:

7.1.1 your obligations under this Grant Agreement are legal, valid, binding and enforceable;

7.1.2 all authorisations and consents necessary to enable you to enter into and perform the obligations in this Grant Agreement have been obtained;

7.1.3 the person signing this Grant Agreement (the Lead Applicant) is duly authorised to sign on your behalf; and

- 7.1.4 your Project Representative(s) referenced in the table above is authorised to make decisions and provide information on your behalf.
- 7.1.5 your Project Representative(s) referenced in the table above is authorised to sign grant claim forms and grant amendments on your behalf.

8. **AMENDMENTS TO THE TERMS AND CONDITIONS**

Auditing and Assurance

- 8.1 At such intervals as may reasonably be required by the Authority the Grant Recipient will provide the Authority with independent assurance that the Grant has been used for delivery of the Funded Activities by providing the Authority with access to its records of accounts and activities and evidence of expenditure.
- 8.2 The Grant Recipient will comply with all reasonable requests from the Authority to facilitate site visits. Site visits may be requested at the discretion of the Authority to ensure that works are carried out and items purchased as described in the Grant Recipient's Application Form.
- 8.3 All seed stands and orchards funded by the SSG must be registered on the National Register of Basic Material and will therefore be subject to the usual FRM inspections (<https://www.gov.uk/guidance/marketing-forest-reproductive-material-for-forestry-purposes#market-frm-from-registered-basic-material>) for more detail). Should these inspections show that the seed stand or orchard is not being properly maintained during the period of grant award, the FC reserves the right to claw back funds as per Paragraph 26 of the Terms and Conditions (ANNEX 1).

9. **ACCEPTANCE**

To accept this Grant Funding Letter, please arrange for an authorised signatory to sign and date the **duplicate** copy of this Grant Funding Letter as indicated below, and return to the Authority as a complete signed original of the Grant Agreement including Annexes, accompanied by evidence of the authorised signatory's authority to enter into the Grant Agreement and to bind the Grant Recipient.

Yours sincerely

_____ for and on behalf of the Authority

Name of Authority signatory:

Position:

Date:

I confirm the agreement of **[Grant Recipient i.e., lead applicant organisation]** to the terms and conditions in this Grant Funding Letter and its Annexes.

I confirm that I have the authority to enter into a grant agreement for the organisation I represent. I understand that as lead applicant and by signing this grant agreement I have full responsibility for meeting the terms and conditions of the agreement.

Signature of Lead Applicant:

Name:

Position:

Date:

ANNEX 1: TERMS AND CONDITIONS

1. INTRODUCTION	7
2. DEFINITIONS AND INTERPRETATION	7
3. DURATION AND PURPOSE OF THE GRANT	12
4. PAYMENT OF GRANT	13
5. ELIGIBLE AND INELIGIBLE EXPENDITURE	14
6. ANNUAL GRANT REVIEW	16
7. MONITORING AND REPORTING	16
8. AUDITING AND ASSURANCE	17
9. FINANCIAL MANAGEMENT AND PREVENTION OF BRIBERY, CORRUPTION, FRAUD AND OTHER IRREGULARITY	18
10. CONFLICTS OF INTEREST	19
11. CONFIDENTIALITY	19
12. TRANSPARENCY	19
13. STATUTORY DUTIES	19
14. DATA PROTECTION AND PUBLIC PROCUREMENT	20
15. SUBSIDY CONTROL	20
16. INTELLECTUAL PROPERTY RIGHTS.....	21
17. ENVIRONMENTAL REQUIREMENTS	21
18. ASSETS	21
19. INSURANCE	21
20. ASSIGNMENT.....	22
21. SPENDING CONTROLS – MARKETING, ADVERTISING, COMMUNICATIONS AND CONSULTANCY	22
23. BORROWING.....	22
24. PUBLICITY	22
25. CHANGES TO THE AUTHORITY’S REQUIREMENTS	23
26. CLAWBACK, EVENTS OF DEFAULT, TERMINATION AND RIGHTS RESERVED FOR BREACH AND TERMINATION.....	23
28. EXIT PLAN	28
29. DISPUTE RESOLUTION	28
30. LIMITATION OF LIABILITY	28
31. VAT.....	28
32. CODE OF CONDUCT FOR GRANT RECIPIENTS AND BRANDING MANUAL	29
33. NOTICES.....	29
34. GOVERNING LAW.....	29
35. CHANGES TO THIS GRANT FUNDING AGREEMENT	29

1. INTRODUCTION

- 1.1. 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.
- 1.2. 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.
- 1.3. 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 2.

2. DEFINITIONS AND INTERPRETATION

- 2.1. 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 or Major Asset as appropriate in the relevant context, and **Assets** will be construed accordingly;

Asset Owning Period means the period during which the Assets are recorded as Assets in the 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](#), 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](#), including any subsequent updates from time to time;

Commencement Date means the date on which the Grant Funding Agreement comes into effect, as defined in the Grant Funding Letter;

Confidential Information means any information (however conveyed, recorded or preserved) disclosed by a Party or its personnel to another Party (and/or that Party's personnel) whether before or after the date of the Grant Funding Agreement, including but not limited to:

- (a) any information that ought reasonably to be considered to be confidential (whether or not it is so marked) relating to:
 - (i) the business, affairs, customers, clients, suppliers or plans of the disclosing Party; and
 - (ii) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing Party;
- (b) any information developed by the Parties in the course of delivering the Funded Activities;
- (c) the Authority Personal Data; and

(d) any information derived from any of the above.

Confidential Information shall not include information which:

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

Contracting Authority means any contracting authority (other than the 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 means funding 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;

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 Date and ending on 27th March 2025;

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 claim form submitted by the Grant Recipient to the Authority for payment of the Grant;

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. It can be found at the top of this Grant Agreement;

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;

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 means where 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;

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:

- (a) 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:
 - (i) 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
 - (ii) showing or not showing favour or disfavour to any person in relation to the Grant Funding Agreement;
- (b) committing any offence:
 - (iii) under the Bribery Act;
 - (iv) under legislation creating offences in respect of fraudulent acts; or
 - (v) at common law in respect of fraudulent acts in relation to the Grant Funding Agreement; or
- (c) defrauding or attempting to defraud or conspiring to defraud the Authority or the Crown;

Publication means any 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.

2.2. In these Conditions, unless the context otherwise requires:

2.2.1. the singular includes the plural and vice versa;

2.2.2. reference to a gender includes the other gender and the neuter;

- 2.2.3. references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;
- 2.2.4. a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
- 2.2.5. 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;
- 2.2.6. the words "including", "other", "in particular", "for example" and similar words will not limit the generality of the preceding words and will be construed as if they were immediately followed by the words "without limitation";
- 2.2.7. references to “writing” include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing will be construed accordingly;
- 2.2.8. references to “representations” will be construed as references to present facts, to “warranties” as references to present and future facts and to “undertakings” as references to obligations under the Grant Funding Agreement;
- 2.2.9. references to “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
- 2.2.10. the headings in these Conditions are for ease of reference only and will not affect the interpretation or construction of these Conditions.
- 2.3. Where there is any conflict between the documents that make up this Grant Funding Agreement the conflict shall be resolved in accordance with the following order of precedence:
- 2.3.1. The Authority’s Grant Funding Letter
 - 2.3.2. the Conditions set out within this Grant Funding Agreement;

3. DURATION AND PURPOSE OF THE GRANT

- 3.1. The Funding Period is defined in the Grant Funding Letter at the top of this Grant Funding Agreement. It ends on 27th March 2025 unless terminated earlier in accordance with this Grant Funding Agreement.

- 3.2. The Grant Recipient will ensure that the Funded Activities start on the Commencement Date, or shortly thereafter, but where this has not been possible, that they start no later than 3 months after the Commencement Date.
- 3.3. 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.
- 3.4. 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 from Annex 3) it may do so by providing written notice to the Grant Recipient.

4. PAYMENT OF GRANT

- 4.1. Subject to the remainder of this paragraph 4 the Authority shall pay the Grant Recipient an amount not exceeding that stated in the Grant Funding Letter. The Authority shall pay the Grant in pound sterling (GBP) and into a bank located in the UK.
- 4.2. The Grant Recipient must provide the authority with a completed Forestry Commission Supplier Creation Form. No payment can be made in advance of receipt of a correctly completed and returned form.
- 4.3. 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.
- 4.4. 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.
- 4.5. 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.
- 4.6. 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.
- 4.7. 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.
- 4.8. 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 5 and send that to the Authority. This is so the Authority knows the total funding the Grant Recipient has received for the Funded Activities.
- 4.9. The Grant Recipient agrees that:
 - 4.9.1. 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;
 - 4.9.2. the Authority may refer the Grant Recipient to the police should it dishonestly and intentionally obtain Duplicate Funding for the Funded Activities;

- 4.9.3. 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:
- (i) the Grant will be used for Eligible Expenditure only; and
 - (ii) 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.
- 4.10. The Grant Recipient shall submit Grant Claims 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.
- 4.11. 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.
- 4.12. 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.
- 4.13. 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.
- 4.14. 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.
- 4.15. 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.
- 4.16. 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.
- 4.17. The Grant Recipient may not retain any Unspent Monies without the Authority's prior written permission.
- 4.18. 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.

5. ELIGIBLE AND INELIGIBLE EXPENDITURE

- 5.1. 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).
- 5.2. 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:
- 5.2.1. 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.
 - 5.2.2. giving evidence to Parliamentary Select Committees;

- 5.2.3. attending meetings with government ministers or civil servants to discuss the progress of a taxpayer funded grant scheme;
 - 5.2.4. responding to public consultations, where the topic is relevant to the objectives of the 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);
 - 5.2.5. 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
 - 5.2.6. providing independent evidence-based advice to local or national government as part of the general policy debate, where that is in line with the objectives of the Grant.
- 5.3. The 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:
- 5.3.1. Paid for lobbying, which means using the Grant to fund lobbying (via an external firm or in-house staff) in order to undertake activities intended to influence or attempt to influence Parliament, government or political activity; or attempting to influence legislative or regulatory action;
 - 5.3.2. using the Grant to directly enable one part of government to challenge another on topics unrelated to the agreed purpose of the Grant;
 - 5.3.3. using the Grant to petition for additional funding;
 - 5.3.4. expenses such as for entertaining, specifically aimed at exerting undue influence to change government policy;
 - 5.3.5. input VAT reclaimable by the Grant Recipient from HMRC;
 - 5.3.6. payments for activities of a political or exclusively religious nature;
- 5.4. Other examples of expenditure, which are prohibited, include the following:
- 5.4.1. contributions in kind;
 - 5.4.2. interest payments or service charge payments for finance leases;
 - 5.4.3. gifts;
 - 5.4.4. statutory fines, criminal fines or penalties civil penalties, damages or any associated legal costs;
 - 5.4.5. 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;
 - 5.4.6. bad debts to related parties;
 - 5.4.7. payments for unfair dismissal or other compensation;
 - 5.4.8. depreciation, amortisation or impairment of assets owned by the Grant Recipient;
 - 5.4.9. 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

5.4.10. liabilities incurred before the commencement of the Grant Funding Agreement unless agreed in writing by the Authority.

6. ANNUAL GRANT REVIEW

- 6.1. The Authority will review the Grant at the intervals specified in the Grant Funding Letter. The Authority will take into account the Grant Recipient's delivery of the Funded Activities against the agreed outputs set out in Annex 4 of these Conditions by the Grant Recipient in accordance with paragraph 7.2 of these Conditions.
- 6.2. Each annual review may result in the Authority deciding that (for example a non-exclusive list includes):
- 6.2.1. the Funded Activities and the Grant Funding Agreement should continue in line with existing plans;
 - 6.2.2. there should be an increase or decrease in the Grant for the subsequent Financial Year;
 - 6.2.3. the outputs should be re-defined and agreed;
 - 6.2.4. 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;
 - 6.2.5. the Authority should recover any Unspent Monies;
 - 6.2.6. the Grant be terminated in accordance with paragraph 26.11 of these Conditions.
- 6.3. 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.
- 6.4. 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.

7. MONITORING AND REPORTING

- 7.1. The Grant Recipient shall:
- 7.1.1. 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.
 - 7.1.2. 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.
 - 7.1.3. provide the Authority with:
 - 7.1.3.1. a report on the progress made towards achieving the agreed outputs and the defined longer-term outcomes set out in Annex 4 of these Conditions. Where possible, the report will quantify what has been achieved by reference to the Funded Activities' targets; and
 - 7.1.3.2. if relevant, provide details of any Assets either acquired or improved using the Grant.

- 7.1.4. 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;
- 7.1.5. 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
- 7.1.6. notify the Authority as soon as reasonably practicable of:
 - 7.1.6.1. any actual or potential failure to comply with any of its obligations under the Grant Funding Agreement, which includes those caused by any administrative, financial or managerial difficulties; and
 - 7.1.6.2. 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.
- 7.2. The Grant Recipient represents and undertakes (and shall repeat such representations and undertakings on delivery of its post-implementation report):
 - 7.2.1. that the reports and information it gives pursuant to this paragraph 7 are accurate;
 - 7.2.2. that it has diligently made full and proper enquiry of the matter pertaining to the reports and information given; and
 - 7.2.3. that any data it provided pursuant to an application for the Grant may be shared within the powers conferred by legislation with other organisations for the purpose of preventing or detecting crime.

8. AUDITING AND ASSURANCE

- 8.1. 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, at the Authority's discretion:
 - 8.1.1. 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.
- 8.2. The Authority may, at any time during and up to 7 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.
- 8.3. 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.
- 8.4. The Grant Recipient shall:
 - 8.4.1. identify separately the value and purpose of the Grant Funding in its audited accounts and its annual report; and

- 8.4.2. maintain a record of internal financial controls and procedures and provide the Authority with a copy if requested.

Retention of documents

- 8.5. 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 7 years from the date on which the Funding Period ends.
- 8.6. 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 7 years from the date on which the Funding Period ends.
- 8.7. The Grant Recipient will promptly provide revised forecasts of income and expenditure:
- 8.7.1. when these forecasts increase or decrease by more than 10% of the original expenditure forecasts; and/or
- 8.7.2. at the request of the Authority.
- 8.8. 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.
- 8.9. 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.

9. FINANCIAL MANAGEMENT AND PREVENTION OF BRIBERY, CORRUPTION, FRAUD AND OTHER IRREGULARITY

- 9.1. 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.
- 9.2. 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.
- 9.3. 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.
- 9.4. 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.
- 9.5. 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.
- 9.6. 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.

10. CONFLICTS OF INTEREST

- 10.1. 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.
- 10.2. 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.

11. CONFIDENTIALITY

- 11.1. 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.
- 11.2. 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.
- 11.3. Nothing in this paragraph 11 shall prevent the Authority disclosing any Confidential Information obtained from the Grant Recipient:
 - 11.3.1. 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;
 - 11.3.2. 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
 - 11.3.3. where disclosure is required by Law, including under the Information Acts.
- 11.4. 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.

12. TRANSPARENCY

- 12.1. 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.

13. STATUTORY DUTIES

- 13.1. The Grant Recipient agrees to adhere to its obligations under the Law including but not limited to the Information Acts and the HRA.
- 13.2. Where requested by the 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.

- 13.3. 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.
- 13.4. 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.
- 13.5. 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.

14. DATA PROTECTION AND PUBLIC PROCUREMENT

Data Protection

- 14.1. The Grant Recipient and the Authority will comply at all times with their respective obligations under Data Protection Legislation.
- 14.2. Given the nature of this Grant Agreement and the Funded Activities, the Parties do not envisage that either Party will process any Personal Data for or on behalf of the other Party, under or in connection with this Grant Agreement or the Funded Activities. Where and to the extent that in undertaking the obligations set out in this Grant Agreement or performing the Funded Activities, either Party anticipates that the other will process any Personal Data for and on behalf of the other Party it shall notify the other Party and the Parties shall agree a variation to this Grant Agreement to incorporate appropriate provisions in accordance with Article 28 of the GDPR, or as otherwise required by the Data Protection Legislation.

Public Procurement

- 14.3. 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.
- 14.4. 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.

15. SUBSIDY CONTROL

- 15.1. 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.
- 15.2. 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.
- 15.3. 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.

16. INTELLECTUAL PROPERTY RIGHTS

- 16.1. 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.
- 16.2. 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.
- 16.3. Ownership of Third-Party software or other IPR necessary to deliver Funded Activities will remain with the relevant Third Party.
- 16.4. 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.

17. ENVIRONMENTAL REQUIREMENTS

- 17.1. 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.
- 17.2. 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.
- 17.3. 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.

18. ASSETS

- 18.1. The Grant Recipient must keep a register of all Assets acquired or improved wholly or partly using the Grant provided under the Grant Agreement. The register must include a description of the Asset, full details of any acquisition or improvement of the Asset, and full details of the ownership and any disposal of the Asset.
- 18.2. The Authority reserves the right to determine the outcome of any Assets acquired or improved as a result of the Funded Activities or purchased with Grant monies.
- 18.3. The Grant Recipient must obtain the Authority's prior written consent before selling, transferring, or changing the use of any Asset that was acquired or improved with Grant monies. Such consent may be subject to the satisfaction of certain conditions to be determined by the Authority, including with regard to the application of the proceeds of sale.

19. INSURANCE

- 19.1. The Grant Recipient will during the term of the Funding Period and for 2 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.

- 19.2. 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.

20. ASSIGNMENT

- 20.1. 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.
- 20.2. 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.

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

- 21.1. 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.
- 21.2. 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.

22. LOSSES, GIFTS AND SPECIAL PAYMENTS

- 22.1. The Grant Recipient must obtain prior written consent from the Authority before:

- 22.1.1. writing off any debts or liabilities;
- 22.1.2. offering to make any Special Payments; or
- 22.1.3. giving any gifts,

in connection with this Grant Funding Agreement.

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

23. BORROWING

- 23.1. In accordance with paragraph 23, the Grant Recipient must obtain prior written consent from the Authority before:

- 23.1.1. borrowing or lending money from any source in connection with the Grant Funding Agreement; or
- 23.1.2. 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.

24. PUBLICITY

- 24.1. 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.

- 24.2. 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.
- 24.3. 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.
- 24.4. 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.
- 24.5. 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.
- 24.6. 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.

25. CHANGES TO THE AUTHORITY'S REQUIREMENTS

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

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

Events of Default

- 26.1. The Authority may exercise its rights set out in paragraph 26.3 if any of the following events occur:
 - 26.1.1. the Grant Recipient uses the Grant for a purpose other than the Funded Activities;
 - 26.1.2. the Grant Recipient fails to comply with its obligations under the Grant Funding Agreement, which is material in the opinion of the Authority;
 - 26.1.3. 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;
 - 26.1.4. the Grant Recipient uses the Grant for Ineligible Expenditure;
 - 26.1.5. 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 4 of these Conditions;
 - 26.1.6. the Grant Recipient fails to:
 - (iii) 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
 - (iv) improve delivery of the Funded Activities in accordance with the Remedial Action Plan approved by the Authority;

- 26.1.7. 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);
- 26.1.8. the Grant Recipient fails to declare Duplicate Funding;
- 26.1.9. the Grant Recipient fails to declare any Match Funding in accordance with paragraph 4.7;
- 26.1.10. 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;
- 26.1.11. 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;
- 26.1.12. 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;
- 26.1.13. the Authority determines (acting reasonably) that the Grant Recipient or any of its Representatives has:
- (i) acted dishonestly or negligently at any time during the term of the Grant Funding Agreement and to the detriment of the Authority;
 - (ii) taken any actions which unfairly bring or are likely to unfairly bring the Authority's name or reputation and/or the Authority into disrepute. Actions include omissions in this context;
 - (iii) transferred, assigns or novates the Grant to any Third Party without the Authority's consent; or
 - (iv) failed to act in accordance with the Law; howsoever arising, including incurring expenditure on unlawful activities;
- 26.1.14. 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);
- 26.1.15. 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;
- 26.1.16. 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.
- 26.1.17. 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);
- 26.1.18. 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;
- 26.1.19. the Grant Recipient undergoes a Change of Control which the Authority, acting reasonably, considers:

- (i) will be materially detrimental to the Funded Activities and/or;
- (ii) 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;
- (iii) that the Change of Control would raise national security concerns and/or;
- (iv) the new body corporate intends to make fundamental change(s) to the purpose for which the Grant was given.

26.2. 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

26.3. 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:

26.3.1. suspend or terminate the payment of Grant for such period as the Authority shall determine;

26.3.2. reduce the Maximum Sum in which case the payment of Grant shall thereafter be made in accordance with the reduction and notified to the Grant Recipient; and/or

26.3.3. 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;

26.3.4. 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

26.3.5. terminate the Grant Funding Agreement.

Opportunity for the Grant Recipient to remedy an Event of Default

26.4. 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.

26.5. The draft Remedial Action Plan shall set out:

26.5.1. full details of the Event of Default; and

26.5.2. the steps which the Grant Recipient proposes to take to rectify the Event of Default including timescales.

26.6. On receipt of the draft Remedial Action Plan and as soon as reasonably practicable, the Authority will submit its comments on the draft Remedial Action Plan to the Grant Recipient.

26.7. 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.

26.8. 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.

- 26.9. If the Authority does not approve the draft Remedial Action Plan the Authority may, at its absolute discretion, terminate the Grant Funding Agreement.
- 26.10. 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

- 26.11. 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 1 month's written notice to the other Party.
- 26.12. If applicable, all Unspent Monies (other than those irrevocably committed in good faith before the date of termination, in line with the Grant Funding Agreement and approved by the 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.
- 26.13. 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.
- 26.14. 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

- 26.15. 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.
- 26.16. 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.
- 26.17. 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.
- 26.18. 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:
- 26.18.1. being notified in writing that a Change of Control is anticipated or is in contemplation or has occurred; or
- 26.18.2. 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,
- 26.19. The Authority shall not be entitled to terminate where approval was granted prior to the Change of Control.

27. TUPE

- 27.1. 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:
- 27.1.1. the activities they perform;
 - 27.1.2. amount of working time assigned to the Funded Activities;
 - 27.1.3. date of birth;
 - 27.1.4. start date;
 - 27.1.5. length of continuous service;
 - 27.1.6. place of work;
 - 27.1.7. notice period;
 - 27.1.8. employment status;
 - 27.1.9. identity of employer;
 - 27.1.10. redundancy pay entitlement;
 - 27.1.11. salary, benefits and pension entitlements;
 - 27.1.12. any applicable collective agreement;
 - 27.1.13. copies of all relevant employment contracts and related documents; and
 - 27.1.14. all information required under regulation 11 of the Employment Regulations or as reasonably requested by the Authority.
- 27.2. 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.
- 27.3. 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):
- 27.3.1. change the identity and number of staff assigned to the Funded Activities other than in the ordinary course of business;
 - 27.3.2. 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
 - 27.3.3. 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).
- 27.4. 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.

- 27.5. 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.
- 27.6. The provisions of this clause apply during the term of this Grant Funding Agreement and indefinitely after it terminates or expires.
- 27.7. 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.

28. EXIT PLAN

- 28.1. 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.

29. DISPUTE RESOLUTION

- 29.1. 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.
- 29.2. 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.
- 29.3. If the dispute cannot be resolved between the Parties Representatives within a maximum of 15 Working Days, then the matter will be escalated to formal meeting between the Grant Manager and the Grant Recipient's chief executive (or equivalent).

30. LIMITATION OF LIABILITY

- 30.1. 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.
- 30.2. Subject to this paragraph 30, the Authority's liability under this Grant Funding Agreement is limited to the amount of Grant outstanding.

31. VAT

- 31.1. 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.

- 31.2. 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.

32. CODE OF CONDUCT FOR GRANT RECIPIENTS AND BRANDING MANUAL

- 32.1. The Grant Recipient:

32.1.1. 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.

32.1.2. shall immediately notify the Authority if it becomes aware of any actual or suspected breaches of the principles outlined in the Code of Conduct.

32.1.3. 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.

- 32.2. The Grant Recipient shall at all times during and following the end of the Funding Period:

32.2.1. comply with requirements of the [Branding Manual](#) in relation to the Funded Activities; and

32.2.2. cease use of the Funded by UK Government logo on demand if directed to do so by the Authority.

33. NOTICES

- 33.1. 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 the Grant Funding Letter or otherwise notified in writing. All notices and other communications must be marked for the attention of the contact specified in the Grant Funding Letter. 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.

34. GOVERNING LAW

- 34.1. These Conditions will be governed by and construed in accordance with the law of England and the Parties irrevocably submit to the exclusive jurisdiction of the English courts.

35. CHANGES TO THIS GRANT FUNDING AGREEMENT

- 35.1. 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.

ANNEX 2: GRANT APPLICATION

Please refer to Attachment 1 (SSG_XXX Application Form).

ANNEX 3: FUNDED ACTIVITIES

Background/purpose of the Grant

The Seed Sourcing Grant aims to increase the quality, quantity, and diversity of seed stands and seed orchards on the Forest Reproductive Material (FRM) National Register for Basic Material. The funding will support the management of seed stands, desk and field studies to identify seed stands, planting of new seed stands and planting of new seed orchards. This will support availability of planting stock to meet tree planting needs and boost domestic tree seed production.

Aims and objectives of the Funded Activities

[overview of project aims including, for example, type of seed source, species etc. – use info from Part 2 of Application Form]

Funded Activities

- [insert funded activities from Part 2 of Application Form]

Please refer to **ANNEX 5** for an itemised breakdown of eligible spend.

ANNEX 4: AGREED OUTPUTS AND LONG-TERM OUTCOMES

The Grant Recipient is required to achieve the following outputs and long-term outcomes in connection with the Grant:

Outputs

- Provide the Authority with evidence of project expenditure and demonstrate that funded activities have been carried out.
- Submission of end of year and end of project reports to FC detailing achievement against the project outputs.
- [insert outputs from Part 2 of Application Form]

Long term outcomes

- [insert long term outcomes from Part 2 of Application Form]

ANNEX 5: ELIGIBLE EXPENDITURE

Please refer to Attachment 2 (SSG_XXX Finances Spreadsheet).

Please note that **claims for items must be made during the financial year stated in your Finance Spreadsheet**. The Authority do not have the ability to transfer funding between financial years.