

Terms and Conditions template for the UK Seafood Fund Infrastructure Scheme (round 3)

Port infrastructure improvements for the commercial catching sector

December 2023

**Do not complete this form. Defra will complete any entry fields on behalf of successful applicants.**

Any empty fields will be filled if an applicant is successful and will be included in the Grant Agreement.

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

**Between:**

1. **Secretary Of State For Environment, Food And Rural Affairs**, whose principal address is at Nobel House, 17 Smith Square, London SW1P 3JR (the “**Authority**”), acting through its administrator, **Marine Management Organisation** (MMO)(the “**Grant Administrator**”).
2. [Insert The Full Name of the Grant Recipient], whose principal address is at [Address] (the “**Grant** **Recipient”**).

**In relation to:**

**Grant Funding Agreement for UK Seafood Fund – modifications to port infrastructure to benefit the catching sector.**

**[Insert Grant Award C\_ number]**

**Background**

1. The Grant is made pursuant to sections 50(1)(a) and 50(1)(b) of the United Kingdom Internal Market Act 2020. 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 will provide the Grant to the Grant Recipient as provided for in this Grant Funding Agreement.
3. the Grant Recipient must use the Grant solely for the Funded Activities.

The Authority hereby agrees to provide the Grant to the Grant Recipient subject to the conditions set out below:

## General Conditions

* 1. This Grant Funding Agreement sets out the conditions which apply to the Grant Recipient receiving the Grant from the Authority. If the payment of the Grant is subject to the satisfaction of Special Conditions, those Special Conditions are conditions precedent and the date for satisfaction are set out in the Grant Funding Letter.
  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 all the conditions set out in this Grant Funding Agreement (including any Special Conditions).
  3. The Authority makes the Grant to the Grant Recipient on the basis of the detailed proposals submitted by the Grant Recipient as set out in Part B to Schedule 1.
  4. The Parties confirm that they intend to be legally bound by this Grant Funding Agreement.

## Definitions and Interpretation

* 1. Where they appear in these Conditions:

**Approved Use** means use of an Asset as set out in Schedule 2;

**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, 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;

**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](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/754555/2018-11-06_Code_of_Conduct_for_Grant_Recipients.pdf) published by the Cabinet Office in November 2018, including any subsequent updates from time to time;

**Commencement Date** has the meaning given in Condition 3.1;

**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:
2. 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; and

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

Confidential Information does not include information which:

1. was public knowledge at the time of disclosure (otherwise than by breach of condition 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 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** has the meaning given to it in the UK GDPR;

**Conditions** means conditions 1 to 34 together with the Schedules;

**Consents** includes any approval, authorisation, consent, exemption, licence, permit, permission or registration by of or from any governmental or other authority or any person including but not limited to consents required from the Grant Recipient's landlord (if any), any adjoining owner or any mortgagee of the Property Asset or from the local planning authority in relation to the Works or any part thereof or otherwise required to enable the same to be lawfully carried out and maintained;

**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;

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

**Disposal** means the disposal, sale, transfer or the grant of any estate or any interest in any Asset, and includes the creation of any charge, legal mortgage, debenture, lien or other encumbrance and any contract for disposal and "Dispose" shall be construed accordingly;

**Domestic Law** means an applicable law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements of any regulatory body, delegated or subordinate legislation which replaces EU law as a consequence of the UK leaving the European Union;

**Duplicate Funding** meansfunding provided by a third party to the Grant Recipient for the same purpose as the Grant, but not declared to the Authority;

**Eligibility Criteria** mean the Authority’s selection criteria used to determine who should be grant recipients including the Grant Recipient as set out in the guidance C21956;

**Eligible Expenditure** means the payments made by the Grant Recipient making use of the Grant for the purposes of delivering the Funded Activities that comply in all respects with these Conditions and in particular with condition 5 and Schedule 4;

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

**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;

**Event of Default** means an event or circumstance set out in condition 27.1;

**Financial Year** means any 12-month period from 1 April to 31 March;

**Fixed Assets** means any Asset which consists of 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 Schedule 2 and includes the Project Activities**;**

**Funding Period** means the period for which the Grant is awarded starting on the Commencement Dateand ending on 31 March 2025 (without prejudice to the continuation in force of these Conditions beyond that end date in relation to the Funded Activities);

**General Data Protection Regulation** and **GDPR** means (the General Data Protection Regulation (EU) 2016/679);

**Grant** means the sum or sums the Authority will pay to the Grant Recipient in accordance with condition 4 and subject to the provisions set out at condition 27;

**Grant Administrator** means Marine Management Organisation (MMO), appointed by the Authority to administer the Grant scheme;

**Grant Claim** means a Grant Claim in theform specified by Schedule **7** submitted by the Grant Recipient to the Grant Administrator for payment of the Grant;

**Grant Funding Agreement** means the Grant Funding Letter, and these Conditions, together with the schedules to these Conditions;

**Grant Funding Letter** means the letter the Authority issued to the Grant Recipient to which these Conditions are attached;

**Grant Manager** means the individual within the Grant Administrator who has been nominated by the Authority to be the single point of contact for the Grant Recipient in relation to the Grant;

**Hire Purchase Agreement** means the agreement entered into with [insert organisation] for the lease of Leased Assets;

**HMRC** means His Majesty’s 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;

**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;

**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);

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

**Law** meansany law, statute, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, right within the meaning of Section 4(1) EU Withdrawal Act 2018 as amended by EU (Withdrawal Agreement) Act 2020, 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 with which the Grant Recipient is bound to comply;

**Leased** **Assets** means any assets that are leased from [insert organisation], including equipment or any other assets which may be Fixed;

**Long Lease** means a lease for a term equal to or exceeding 99 years granted at a premium and reserving either a peppercorn or a nominal rent but which is not a Market Rent Lease;

**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 fiscal or financial contribution to the Funded Activities by the Grant Recipient or from a third party to the Grant Recipient to meet the balance of the Eligible Expenditure not supported by the Grant;

**Market Rent Lease** means any lease which is granted at a full market rent namely not for a nominal rent or at a significant undervalue;

**Market Value** means the sale value of the Property Asset as defined in the Practice Statement Number PS3.2 of the Royal Institute of Chartered Surveyors Appraisal and Valuation Standards (as varied from time to time) based on the assumption that the Property Asset is sold on the open market:

* + 1. with a good and marketable title;
    2. free from all charges and other encumbrances over the land and/or Property Asset; and
    3. with the benefit of any subsisting leases,

and excluding any Proceeds.

**Maximum Sum** means the maximum amount of the Grant the Authority will provide to the Grant Recipient for the Funded Activities subject to condition 27;

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

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

**Personal Data** has the meaning given to it by the UK GDPR;

**Proceeds** means all proceeds received or receivable from a Disposal of the Property Asset (or part thereof) and all proceeds received or receivable in respect of the rental of the Property Asset prior to date of Disposal;

**Process** has the meaning given to it in the UK GDPR;

**Processor** has the meaning given to it in the UK GDPR;

**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 Funding Agreement; or
         2. showing or not showing favour or disfavour to any person in relation to the Funding Agreement;
2. committing any offence:
   * + - 1. under the Bribery Act;

under legislation creating offences in respect of fraudulent acts; or

* + - * 1. at common law in respect of fraudulent acts in relation to the Funding Agreement; or

1. defrauding or attempting to defraud or conspiring to defraud the Authority or the Crown;

**Project Activities** means all activities to be carried out in implementing the Funded Activities and includes any Works to be carried out in relation to any Property Assets;

**Property Asset** means a Fixed Asset comprised of a building or structures;

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

**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 conditions 27.4;

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

**Schedule** means any of the schedules attached to these Conditions, which form part of the Grant Funding Agreement;

**Special Conditions** means any special conditions set out in the Grant Funding Letter;

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 are not limited to, out-of-court settlements or compensation;

State Aid Law means the law embodied in Articles 107- 109 of the Treaty for 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;

**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 (General Data Protection Regulation) (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 and as and as amended by Schedule 1 to the Data Protection, Privacy and Electronic Communications (Amendments etc)(EU Exit) regulations 2019 (SI 2019/419).

**UKFSS** means the UK Fisheries Support System, the Grant Administrator’s e-tendering system;

**Useful Economic Life** means the period of years that the relevant Asset shall be used for the Approved Use as set out in Schedule 2**.**

**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;

**Works** means any works of construction and/or demolition and/or any Works in relation to a Property Asset which are described in the Schedule 1 and which form part of Project Activities;

* 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. 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";
     6. any reference in this Grant Funding Agreement which immediately before the date of exit from the EU (or such later date when relevant EU law ceases to have effect pursuant to Section 1A of the European Union (Withdrawal) Act 2018) is a reference to (as it has effect from time to time):

1. any EU regulation, EU decision, EU tertiary legislation or provision of the European Economic Area (“**EEA**”) agreement (“EU References”) which is to form part of Domestic Law by application of Section 3 of the European Union (Withdrawal) Act 2018 and which shall be read on and after the date of exit from the EU 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
2. any EU institution or EU authority or other such EU body shall be read on and after the date of exit from the EU as a reference to the UK institution, authority or body to which its functions were transferred.
   * 1. 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. 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;
     3. references to “**conditions**” and “**Schedules**” are, unless otherwise provided, references to the Conditions and Schedules attached to these Conditions and references in any Schedule to parts, conditions and tables are, unless otherwise provided, references to the parts, conditions and tables of the Schedule in which these references appear; and
     4. the headings in these Conditions are for ease of reference only and do 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 must be resolved in accordance with the following order of precedence:
      1. Any Special Conditions;
      2. The Conditions set out within this Grant Funding Agreement;
      3. The Schedules to these Conditions.
      4. The Grant Award Criteria.

## Duration and Purpose of the Grant

* 1. The Funding Period starts on [*insert date*] (the "**Commencement Date"**) and ends on 31 March 2025, unless terminated earlier in accordance with condition 27 of this Grant Funding Agreement.
  2. The Grant Recipient will ensure that the Funded Activities start on [*insert date*] but where this is not possible, that they start no later than three months after the Commencement Date. For the purposes of this condition 'start' shall mean the Grant Recipient taking any step or action to commence the Funded Activities.

* 1. The Grant Recipient must use the Grant solely for the delivery of the Funded Activities. The Grant Recipient may not make any changes to the Funded Activities unless the Authority has given prior written agreement, which must be recorded and notified through the UK Fisheries Support System (UKFSS).
  2. The Authority may, at its discretion, agree with the Grant Recipient to vary the Grant Funding Agreement as a result of changes to the Funded Activities or for any other reason. Any variation made under this condition 3.4 will not take effect unless recorded and notified through the UKFSS.
  3. If the Authority wants to make a change to the Funded Activities or the amount of Grant (including for example reducing the Grant or removing some of the Funded Activities from the Grant) it may do so on one month’s written notice to the Grant Recipient and any such changes shall not take effect unless recorded and notified through the UKFSS.

## Payment of Grant

* 1. The Grant Administrator is specifically tasked with handling Grant Claims and making Grant Funding payments on behalf of the Authority and any references to “Authority” in this section 4 shall be read as “the Authority acting through the Grant Administrator”.
  2. The Authority will not make the first payment of the Grant and/or any subsequent payment of the Grant unless the Grant Recipient has:
     1. provided details of the Project Activities to the Authority and these have been approved in writing by the Authority; [**Delete if there are no Project Activities**]
     2. any preparatory work that the Parties have agreed must be undertaken have been carried out; [**Delete if there are no preparatory works**]
     3. supplied to the Authority a Market Value valuation of any Property Asset obtained in the four weeks prior to the Commencement Date from an independent chartered surveyor or (as appropriate) independent valuer which shall become the Market Value for the purposes of the calculation in condition. [**Delete if there is no payment is being made towards the improvement etc of a Property Asset**]
  3. Subject to the remainder of this condition 4 the Authority must pay the Grant Recipient an amount not exceeding a total of [*insert the total Grant amount in words and pound sterling*]. The Authority must pay the Grant in pound sterling (GBP) and into a bank located in the UK. Payments of the Grant shall be made in arrears following receipt of valid Grant Claims.
  4. The Grant Recipient must provide UK bank account details to the Authority that must be verified for means of electronic payment. The Grant Recipient must include the relevant purchase order number on all invoices. The Grant must be paid into a separate bank account in the name of the Grant Recipient which must be an ordinary business bank account. At least two individual Representatives of the Grant Recipient must sign or otherwise expressly authorise all cheques from the designated bank account.
  5. Any change of bank details must be notified immediately using the Confirmation of Bank Details and Signatories form set out in Schedule 6 and signed by an approved signatory. Any change of signatory must be notified to the Authority for approval, as soon as known. At least one signatory must be the chief finance officer or an individual duly authorised by the chief finance officer.
  6. 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.
  7. 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 were delivered during the Funding Period. The Grant Recipient must provide the Authority with evidence of the costs/payments which are classified as Eligible Expenditure in Condition 5 which may include (but will be limited to) receipts and invoices or any other documentary evidence specified by the Authority.
  8. The Grant Recipient must, before the Commencement Date, ensure that it has declared to the Authority writing any Match Funding which been approved or received. If the Grant Recipient intends to apply for, is offered or receives any further Match Funding during the Funding Period, the Grant Recipient must notify the Authority before accepting or using any such Match Funding. On notifying the Authority of the Match Funding the Grant Recipient must confirm the amount, purpose and source of the Match Funding and the Authority must confirm whether the Authority agrees 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 condition 27.1.10 and where applicable, require all or part of the Grant to be repaid.
  9. Where the use of Match Funding is permitted the Grant Recipient must set out any Match Funding it receives in the format required by Schedule 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.
  10. 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 will be 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 has been used for Eligible Expenditure only; and
         2. if applicable, any previous Grant payments have been used for the Funded Activities or have been repaid to the Authority.
  11. The Grant Recipient must submit claims for payment of Grant Funding through the UK Fisheries Support System, at such periods as are specified in Schedule 5 or otherwise agreed by the Parties in writing. Every claim submitted by the Grant Recipient to the Authority must be accompanied by such records and information as the Authority may require including details and evidence of expenses incurred and programme of work undertaken and such other information as is necessary to enable verification of the information and the amounts referred to in the claim for payment as described in Schedule 7.
  12. 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.
  13. The Authority will have no liability to the Grant Recipient for any Losses caused by a delay in the payment of a Grant Claim for whatever reason arising.
  14. The Authority reserves the right not to pay any Grant Claims which are not submitted in accordance with the time periods set out in Schedule 5 or which are incomplete, incorrect or submitted without the full supporting documentation.
  15. The Grant Recipient must promptly notify and repay immediately to the Authority any money incorrectly paid to it by the Authority 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 condition 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.
  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 does 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 Grant monies without the Authority’s prior written permission.

## Eligible and Ineligible Expenditure

* 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 must use the Grant solely for delivery of the Funded Activities (as set out in Schedule 2 of these Conditions).
  2. The Authority will only pay the Grant in respect of Eligible Expenditure incurred after the Commencement Date. No work or activities undertaken or Assets purchased prior to the Commencement Date by the Grant Recipient shall be considered as Eligible Expenditure by the Authority.
  3. The following costs/payments will be classified as Eligible Expenditure if incurred for the purposes of the Funded Activities and included in Schedule 4:
     1. Fees charged or to be charged to the Grant Recipient by the external auditors/accountants for reporting/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 government 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.
  4. The Grant Recipient may not in any circumstance claim (and will not receive any payment for) 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. payments for activities of a political or exclusively religious nature;
  5. Other examples of expenditure which will not be Eligible Expenditure include the following:
     1. the purchase of land (including without limitation any freehold or leasehold interest in land) or any Property Asset;
     2. any staff time undertaken for the Funded Activities where such staff time is part of the relevant staff member's regular role or job outside of the Funded Activities;
     3. contributions in kind;
     4. interest payments or service charge payments for finance leases;
     5. gifts, to individuals, other than promotional materials;
     6. statutory fines, criminal fines or penalties civil penalties, damages or any associated legal costs;
     7. payments for works or activities which the Grant Recipient has a statutory duty to undertake, or that are fully funded by other sources;
     8. bad debts to related parties;
     9. payments for unfair dismissal or other compensation;
     10. depreciation, amortisation or impairment of assets owned by the Grant Recipient; and
     11. liabilities incurred before the commencement of the Grant Funding Agreement unless agreed in writing by the Authority.
  6. Expenditure includes any costs, expenses or other forms of payment. Expenditure is deemed to take place at the moment when money passes out of the Grant Recipient’s control. This may take place when:
     1. Legal tender is passed to a supplier (or, for wages, to an employee);
     2. A cheque to a supplier or employee is cashed; or
     3. An electronic payment is made to a supplier or employee by direct credit or bank transfer.
  7. Any travel and subsistence expenses claimed by the Grant Recipient must be aligned with Defra's Travel and Subsistence Policy as amended from time to time, a copy of which will be provided on request. Any travel and subsistence expenses incurred that do not align to this policy and which is not Eligible Expenditure will not be reimbursed.

## Grant Review

* 1. The Grant Administrator is specifically tasked with conducting grant reviews on behalf of the Authority and any references to “Authority” in this section 6 shall be read as “the Authority acting through the Grant Administrator”.
  2. The Authority will review the Grant on a quarterly basis and against the agreed outputs set out in Schedule 3 of these Conditions by the Grant Recipient in accordance with condition 7.2 of these Conditions.
  3. Each review may result in the Authority deciding that:
     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 condition 27.11 of these Conditions;
     7. or an alternative course of action not covered by the above list.
  4. If the Grant Recipient is required to submit a draft Remedial Action Plan in accordance with condition 6.2.4, the Remedial Action Plan process set out in condition 27.4 to 27.10 must apply.
  5. The Grant Recipient may make representations to the Authority regarding the Authority’s decision made in accordance with condition 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.

## Monitoring and Reporting

* 1. The Grant Administrator is specifically tasked with monitoring and reporting on behalf of the Authority and any references to “Authority” in this section 7 should be read as “the Authority acting through the Grant Administrator”.
  2. The Grant Recipient must 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.
  3. The Authority may conduct site visits to monitor the delivery of the Funded Activities. The Grant Recipient must notify the Authority when 80% of the Funded Activities have been completed. The Grant Recipient shall facilitate and provide all reasonable access and assistance to the Authority in order for the Authority to conduct a site visit.
  4. The Grant Recipient must 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.
  5. The Grant Recipient must also provide the Authority with reports set out in Schedule 3 by the relevant deadline stated. The reports shall include:
     1. the progress made towards achieving the agreed outputs and the defined longer-term outcomes set out in Schedule 3 of these Conditions. Where possible, the report must 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.
  6. The Grant Recipient must permit 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 must, if so required, provide appropriate oral or written explanations to such authorised persons as required during the Funding Period.
  7. The Grant Recipient must record in its financial reports the amount of Match Funding it receives together with details of what it has used that Match Funding for.
  8. The Grant Recipient must 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 Schedule 4 of these Conditions and/or any event which materially affects the continued accuracy of such information.
  9. The Grant Recipient represents and undertakes (and must repeat such representations on delivery of its periodic reports as required in the Grant Award Letter):
     1. that the reports and information it gives pursuant to this condition 7 are accurate; and
     2. that it has diligently made full and proper enquiry of the matter pertaining to the reports and information given.
  10. The Grant Recipient acknowledges 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.

## Auditing and Assurance

* 1. The Grant Administrator is specifically tasked with auditing and assurance on behalf of the Authority and any references to “Authority” in this section 8 should be read as “the Authority acting through the Grant Administrator”.
  2. Within two months of the end of the Funding Period the Grant Recipient must 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 a statement being a grant usage declaration showing that the Grant has been certified by an independent and appropriately qualified auditor. This will be accompanied by the Grant Recipient’s annual audited accounts.
  3. Within two months of the end of the Funding Period the Grant Recipient must 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 a statement being a grant usage declaration showing that the Grant has been certified by an independent and appropriately qualified auditor being a qualified accountant with the Consultative Committee of Accountancy Bodies (CCAB). This will be accompanied by the Grant Recipient’s annual audited accounts.
  4. The Authority may, at any time during and up to 10 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 must ensure that necessary information and access rights are explicitly included within all arrangements with sub-contractors.
  5. 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 must, within 5 Working Days of a request by the Authority, provide the Authority, free of charge, with the requested information.
  6. The Grant Recipient must:
     1. 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.
  7. The Grant Recipient must retain all invoices, receipts, accounting records and any other documentation (including but not limited to, correspondence) relating to the Eligible Expenditure and 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. The Grant Recipient must 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.
  9. The Grant Recipient must promptly provide revised forecasts of income and expenditure:
     1. when these forecasts increase or decrease by more than 10% of the original expenditure forecasts; and/or
     2. at the request of the Authority.
  10. 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.
  11. 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.
  12. The Grant Recipient must 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 conditions 8.8 or 8.9 of these Conditions the Authority may suspend funding or terminate the Grant Funding Agreement in accordance with condition 27.1 of these Conditions.

## Financial Management and Prevention of Bribery, Corruption, Fraud and Other Irregularity

* 1. The Grant Recipient must at all times comply with all applicable Laws relating to anti-bribery and anti-corruption, including but not limited to the Bribery Act 2010.
  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 must 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 must explain to the Authority what steps are being taken to investigate the irregularity and must keep the Authority informed on the progress of any such investigation. The Authority may if it believes necessary request that the matter referred (which the Grant Recipient is obliged to carry out) to external auditors or other Third Party.
  4. The Authority will have the right, at its absolute discretion, to insist that the Grant Recipient addresses 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 is actually proven.
  5. The Grant Recipient agrees and accepts that it may become ineligible for Grant support and may be required, at the Authority’s absolute discretion, to repay all or part of the Grant if it engages in tax evasion or aggressive tax avoidance in the opinion of HMRC.
  6. For the purposes of condition 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. **Withholding, Suspending or Repayment of Grant Funding** 
   1. Without prejudice to the Authority’s other rights and remedies, the Authority may at its discretion reduce, withhold or suspend payment of the Grant Funding and/or require repayment of all or part of the Grant Funding if one or more of the following events occur:
2. the Grant Recipient uses the Grant Funding for a purpose other than the Approved Project;
3. the delivery of the Approved Project does not start within three (3) months of the Commencement Date and the Grant Recipient has failed to provide the Authority with satisfactory explanation for the delay, or failed to agree a new Commencement Date with the Authority;
4. the Authority considers that the Grant Recipient has not made satisfactory progress with the delivery of the Approved Project;
5. the Grant Recipient fails to comply with any term or condition of the Agreement, including those listed in Schedule 6 and if applicable, fails to remedy such failure within thirty (30) days of receiving written notice from the Authority detailing the non-compliance;
6. the Grant Recipient is, in the opinion of the Authority, delivering the Approved Project in a negligent manner;
7. the Grant Recipient obtains duplicate funding from a third party for the Approved Project;
8. the Grant Recipient obtains funding from a third party which, in the opinion of the Authority, undertakes activities that are likely to bring the reputation of the Approved Project and/or the Authority into disrepute;
9. the Grant Recipient provides the Authority with any misleading or inaccurate information;
10. the Authority has incorrectly paid money to the Grant Recipient as a result of administrative error or other reasons;
11. the Grant Recipient commits or has committed a Prohibited Act;
12. the Grant Recipient incurs expenditure on activities that breach international or UK subsidy control obligations or laws or public procurement rules;
13. any member of the Governing Body, employee or volunteer of the Grant Recipient has (a) acted dishonestly or negligently at any time and directly or indirectly to the detriment of the Approved Project or (b) taken any actions which, in the opinion of the Authority, bring or are likely to bring the Authority’s name or reputation into disrepute;
14. a charge is taken on an asset financed wholly or partly from the Grant Funding;
15. the Grant Recipient becomes insolvent, or is declared bankrupt, or is placed into receivership, administration or liquidation (other than for the purpose of a bona fide internal reorganisation or amalgamation)
16. a petition has been presented for the winding-up of the Grant Recipient or it enters into any amalgamation or composition for the benefit of its creditors, or it is unable to pay its debts as and when they fall due for reasons other than the Authority’s failure to comply with this Agreement;
17. the Grant Recipient is struck from the register at Companies’ House or is otherwise prohibited from continuing its activities under any legislation in force and/or by an order of a court of competent jurisdiction;
18. an independent assessor or audit report on the Grant Recipient’s accounts refers to a fundamental uncertainty or contains an adverse opinion or a disclaimer of opinion which would materially and adversely affect the Grant Recipient’s ability to deliver its programmes or objectives;
19. a management or other letter from independent assessors or external auditors reveals that the systems operated by the Grant Recipient to ensure compliance with this Agreement are materially unsatisfactory and materially and adversely affect the Grant Recipient’s ability to deliver its programmes or objectives; or
20. The Grant Recipient breaches the Code of Conduct for Grant Recipients 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 9.1; or
21. a court, tribunal or independent body or authority of competent jurisdiction requires any Grant Funding to be recovered by reason of breach of the UK’s obligations under UK subsidy control legislation.
    1. Wherever under this Agreement any sum of money is recoverable from or payable by the Grant Recipient (including any sum that the Grant Recipient is liable to pay to the Authority in respect of any breach of this Agreement), the Authority may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Grant Recipient under this Agreement or under any other agreement or contract with the Authority.
    2. The Grant Recipient shall make any payments due to the Authority without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.
    3. Should the Grant Recipient be subject to financial or other difficulties which are capable of having an impact on its effective delivery of the Approved Project or compliance with this Agreement, it will notify the Authority immediately so that, if possible, and without creating any legal obligation, the Authority will have an opportunity (at its absolute discretion) to provide assistance in resolving the problem or to take action to protect the Authority and the Grant Funding.

## Withholding, Suspending or Repayment of Grant Funding for Prohibited Subsidies

* 1. Without prejudice to the Authority’s other rights and remedies, the Authority may at its discretion reduce, withhold or suspend payment of the Grant Funding and/or require repayment of all or part of the Grant Funding if one or more of the following events occur:

1. The Grant Recipient is convicted of fraud under any other fisheries scheme;
2. The Grant Recipient is found to have committed a serious violation of conservation or management measures in the 12 months before applying;
3. The Grant Recipient or a vessel that they operate has a final finding or a final listing for engaging in Illegal Unreported Unregulated (IUU) fishing made against them or any vessel that they operate by any UK fisheries administration, the flag State of the vessel, for activities by vessels flying its flag; a coastal Member of the World Trade Organization (WTO) Agreement on Fishing Subsidies for activities in areas under its jurisdiction; or the Food and Agriculture Organization (FAO) or a relevant Regional Fisheries Management Organization or Arrangement (RFMO/A) in accordance with the rules and procedures of the relevant UK fisheries administration, flag State, coastal Member, RFMO/A, and relevant international law;
4. The Grant Recipient is convicted of an offence that the MMO considers to be a ‘serious infringement’ or fraud, in the 12 months before applying; or
5. The Grant Recipient incurs expenditure on any of the activities set out in the applicant guidance on funding for fleet modernisation, for which funding will not be granted.

## Conflicts of Interest

* 1. Neither the Grant Recipient nor its Representatives may 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.

## Confidentiality

* 1. Except to the extent set out in this condition 13 or where disclosure is expressly permitted under this Grant Funding Agreement, each Party (“**Receiving Party**”) must treat all Confidential Information belonging to the other Party (“**Disclosing Party**”) as confidential and must not disclose any Confidential Information belonging to the Disclosing Party to any other person without the prior written consent of the Disclosing Party, 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 condition 13 prevents 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; or
     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;
     3. where disclosure is required by Law, including under the Information Acts.
  4. Nothing in this condition 13 prevents 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 the disclosure of the Disclosing Party’s Confidential Information or an infringement of the other Party’s Intellectual Property Rights.

## 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.

## 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 must 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 must 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.

## Data Protection, and Public Procurement

### Data Protection

* 1. The Grant Recipient and the Authority will comply at all times with their respective obligations under Data Protection Legislation and in Schedule 8.
  2. The Grant Recipient agrees that it is the Controller of any Personal Data processed by it pursuant to the Funded Activities and must comply with the provisions set out in this condition 14 and Schedule 8.
  3. 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:

1. must comply with the applicable Data Protection Legislation in respect of their processing of such Personal Data;
2. must be individually and separately responsible for its own compliance; and
3. at their own cost enters into such specific agreements as may be reasonably required to enable each other to comply with their respective duties under the Data Protection Legislation as a result of the arrangements contemplated by this Grant Funding Agreement and give each other all reasonable assistance (including review by each party’s legal advisors) in so complying.
   1. The Parties acknowledge and agree that this Grant Funding Agreement does not require either Party to act as a Processor of the other. If there is any change which requires either Party to act as a Processor the Parties agree, at their own cost, to enter into the standard data protection clauses set out in the Crown Commercial Services Procurement Policy Note 02/18 (as amended or replaced from time to time).
   2. In the event that the Parties believe that there is a Joint Controller relationship, the Parties will acting reasonably work together to agree and enter into a Data Processing Joint Controller Agreement. In the event of a conflict between the Conditions and any Data Processing Joint Controller Agreement, the terms of the Data Processing Joint Controller Agreement shall take precedence in so far as the conflict relates to compliance with Data Protection Legislation.
   3. Each Party shall, with respect to its processing of Personal Data as a separate, 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.

### Public Procurement

* 1. The Grant Recipient must 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 must comply, as necessary, with the Procurement Regulations when procuring goods and services in connection with the Grant Funding Agreement and the Authority must not be liable for the Grant Recipient’s failure to comply with its obligations under the Procurement Regulations. All applicable procurements must be in line with the minimum standards set out in the best practice government buying standards.

## Subsidy Control

* 1. The Grant Recipient must ensure that the delivery of the Funded Activities does not put the Authority in breach of the UK’s international obligations in respect of subsidies.
  2. The Grant Recipient must maintain appropriate records of compliance with the relevant subsidy control regime and must 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.

## Intellectual Property Rights

* 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 trademarks 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 it has obtained the relevant agreement of 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.

## Safeguarding, Modern Slavery and Equality

* 1. The Grant Recipient will take all reasonable steps to prevent the sexual exploitation, abuse and harassment of any person linked to the Funded Activities, Project and/or this Grant Funding Agreement. This shall include, without limitation, that the Grant Recipient will:
     1. maintain a safeguarding policy which includes a statement of commitment to safeguarding and a zero-tolerance statement on bullying, harassment and sexual exploitation and abuse;

* + 1. maintain a detailed register of safeguarding issues raised and how they were dealt with;
    2. have clear investigation and disciplinary procedures to use when allegations and complaints are made, and have clear processes in place for when a disclosure is made;
    3. share its safeguarding policy with Representatives or Third Parties involved in the Project;
    4. maintain a whistle-blowing policy which protects whistle blowers from reprisals and includes clear processes for dealing with concerns raised;
    5. maintain a code of conduct for staff and volunteers that sets out clear expectations of behaviours - inside and outside the workplace - and make clear what will happen in the event of non-compliance or breach of these standards; and
    6. meet or be working towards the minimum standards for Sexual Exploitation, Abuse and Harassment safeguarding: the Inter-Agency Standing Committee Minimum Operating Standards on Protection from Sexual Exploitation and Abuse (“**PSEA**”) and/or the PSEA elements of The Core Humanitarian Standard on Quality and Accountability.
  1. The Grant Recipient shall provide to the Authority, on the Authority's request, any documents maintained pursuant to Condition 17.1 and/or evidence of compliance with the requirements of Condition 17.1.
  2. The Authority has a zero-tolerance approach towards sexual exploitation, abuse and harassment. The Grant Recipient will immediately contact the Authority at ODA.Safeguarding@defra.gov.uk to report any credible suspicions of, or actual incidents of sexual exploitation, abuse or harassment related to this Grant Funding Agreement. The Grant Recipient should assess credibility based on the source of the allegation, the content, and the level of detail or evidence provided. All sexual activity with children (persons under the age of 18) is prohibited, regardless of the age of majority, or age of consent locally.
  3. The Grant Recipient shall also report any credible suspicions of, or actual incidents of sexual exploitation, abuse or harassment that are not directly related to this Grant Funding Agreement but which would impact to the Authority or the reputation of the Authority or UK aid. For example, events that affect the governance or culture of the Grant Recipient, such as those related to senior management, must be reported.
  4. The Grant Recipient will fully co-operate with investigations into any credible suspicions of, or actual incidents of sexual exploitation, abuse or harassment, whether led by the Authority or any of its duly authorised Representatives.
  5. The Grant Recipient must follow all applicable equality Law when they perform their obligations under this Grant Funding Agreement, including:
     1. protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise; and
     2. any other requirements and instructions which the Authority reasonably imposes related to equality Law.
  6. The Grant Recipient must take all necessary steps, and inform the Authority of the steps taken, to prevent anything that is considered to be unlawful discrimination by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation) when working in connection with Grant Funding Agreement.
  7. The Grant Recipient:
     1. shall not use, nor allow its subcontractors to use forced, bonded or involuntary prison labour;
     2. shall not require any Grant Recipient’s staff or subcontractor’s staff to lodge deposits or identify papers with the employer and shall be free to leave their employer after reasonable notice;
     3. warrants and represents that it has not been convicted of any slavery or human tracking offenses anywhere around the world;
     4. warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human tracking offenses anywhere around the world;
     5. shall make reasonable enquires to ensure that its officers, employees and subcontractors have not been convicted of slavery or human tracking offenses anywhere around the world;
     6. shall have and maintain throughout the term of the Grant Funding Agreement its own policies and procedures to ensure its compliance with the Modern Slavery Act 2015 and include in its contracts with its subcontractors anti-slavery and human trafficking provisions;
     7. shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under the Grant Funding Agreement;
     8. shall prepare and deliver to the Authority, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business with its annual certification of compliance with condition 17.8;
     9. shall not use, nor allow its employees or Subcontractors to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or subcontractors;
     10. shall not use or allow child or slave labour to be used by its subcontractors;
     11. shall report the discovery or suspicion of any slavery or trafficking by it or its subcontractors to the Authority and Modern Slavery Helpline.

## Environmental Requirements

* 1. The Grant Recipient must perform the Funded Activities in accordance with the Grant Funding Agreement in a sustainable manner so as 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 must use recycled products wherever possible, 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 must 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 must be notified in advance of their use. The Grant Recipient must endeavour to reduce its impact on the environment, for example, by reducing fuel emissions wherever possible and avoiding single use plastics etc.

## Assets

### Inventory of the Assets

* 1. The Grant Recipient must keep and maintain a register of all Assets: (i) improved wholly or partly using the Grant; and (ii) purchased using the Grant, provided under the Grant Funding Agreement (“**Asset Register**”).
  2. Where the Grant Recipient wishes to improve any Fixed Assets, other than as set out in Schedule 2, this must be agreed with the Authority in advance and recorded and notified through the UKFSS.
  3. The Grant Recipient covenants with the Authority that it will not use any Assets purchased with Grant funding for any purpose other than the Approved Use.
  4. During the Useful Economic Life of each Fixed Asset, the Grant Recipient shall not cease to use the Fixed Asset, or any part of the Asset for the Approved Use without the prior written consent of the Authority. If consent is given, it may be subject to any conditions which the Authority may wish to impose. Such conditions may include repayment by the Grant Recipient to the Authority of all or part of the Grant paid to the Grant Recipient under this Grant Funding Agreement*.*
  5. For each entry in the Asset 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. the title number (if applicable);
     7. location of the title deeds (if applicable);
     8. date of any Disposal;
     9. depreciation/amortisation policy applied;
     10. proceeds of any Disposal net of VAT; and
     11. the identity of any person to whom the Asset has been transferred or sold.
  6. The Authority reserves the right to require the Grant Recipient to maintain the above particulars as set out in conditions 21.5.1-21.5.11 for any additional items which the Authority considers material to the overall Grant.

* 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. In respect of Property Assets, the Grant Recipient will apply to the Land Registry to register the restriction set out below on the registers of title to the Property Asset and the Grant Recipient shall supply, within 5 Working Days of completion of registration of the application, a copy of the updated registered title to the Property Asset to the Authority and to any other party nominated by the Authority:

*No disposition of the registered estate (other than a charge) by the proprietor of the registered estate is to be registered without written consent signed for and on behalf of the Secretary of State for Environment, Food and Rural Affairs or a certificate signed for and on behalf of the Secretary of State for Environment, Food and Rural Affairs that the provisions of condition 21.14 of the Funding Agreement dated [to be added] have been complied with.*

### Disposal of Assets other than Property Assets

* 1. In respect of any Disposal, the Grant Recipient must not, during the Useful Economic Life of any Asset, 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.
  2. 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 was 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.
  3. The liability under condition 21.10 is separate from the liability to comply with any decision of the Authority under condition 29 to require repayment of the whole or any part of the amount paid of the Grant, to the Grant Recipient.

* 1. The Grant Recipient shall provide to the Authority as part of the progress report referred to in condition 7.4 information in relation to any Disposals which it either intends to make or has made with the prior written consent of the Authority at the date of such progress report.

### Disposal of Property Assets

* 1. Where the Grant Recipient Disposes of a Property Asset during the Funding Period or for a period of 10 years following expiry of the Funding Period, the Grant Recipient shall pay the Authority a proportion of the Proceeds. Such amount shall not exceed an amount equal to the Grant funding which the Authority contributed towards the development, refurbishment, or improvements to the Property Asset.
  2. The amount payable to the Authority shall be calculated to reflect the Authority's contribution to the Property Asset as a percentage of the proceeds of sale of the Property Asset using the formula:

1. [X%] x (P - (MV+V)) Note: {x}% is the % contribution from the Authority
2. Where:
3. “P” means all Proceeds
4. “MV” means the Market Value of the Property Asset prior to the Grant being provided

“V” means reasonable costs of valuation.

* 1. Where the product of the calculation is a positive amount, this shall be recoverable as a contractual debt, with interest, unless paid to the Authority within 20 Working Days of the Disposal. Where the product of the calculation is a negative amount, no payment is required.
  2. Market Value and Proceeds shall exclude any fixtures and fittings which that have been installed by the Grant Recipient at their own cost and rental sums which can be demonstrated to be directly attributable to such fixtures and fittings.
     1. If the parties cannot agree the Market Value, then this will be determined:
     2. by agreement between the Authority and the Grant Recipient; or
     3. in default of such agreement by an independent chartered surveyor or (as appropriate) independent valuer to be appointed by agreement between the Authority and the Grant Recipient or, in the absence of such agreement, to be nominated upon the application of the Authority or the Grant Recipient by the President (or other appropriate officer) of the Royal Institution of Chartered Surveyors; and
     4. in default of such agreement by an independent chartered surveyor or (as appropriate) independent valuer to be appointed by agreement

between the Authority and the Grant Recipient or, in the absence of such agreement, to be nominated upon the application of the Authority or the Grant Recipient by the President (or other appropriate officer) of the Royal Institution of Chartered Surveyors; and

* + 1. any such independent chartered surveyor or independent valuer shall:
       1. act as an expert;
       2. afford to the Authority and the Grant Recipient a reasonable opportunity to make representations (but not so as to prejudice the expert's right to reach his decision solely on the basis of his own expertise); and
       3. determine who shall bear the fees and expenses of the expert and the costs of his appointment.
  1. In this clause “Disposal” means the sale or Long Lease of the Property Asset, or any part of thereof, by the Grant Recipient and Disposes shall be construed accordingly.

### Project Works

* 1. The Grant Recipient agrees with the Authority that:
     1. it shall not carry out any Project Activities without having obtained all necessary Consents for such activities and in particular shall not carry out any Works constituting development for which planning permission is required under the Town and Country Planning Act 1990 without having obtained detailed planning consent for such Works, and shall if requested by the Authority produce to it such documents or copy documents as the Authority may require to demonstrate satisfaction of its obligations under this condition;
     2. it shall at all times comply with all Consents including the relevant planning Consent;
     3. any Works will be carried out in a good and workmanlike manner;
     4. it shall prior to the submission of any planning application, submit a copy to the Authority for approval;
     5. it shall permit the Authority and its authorised representatives to attend any meetings including any meetings with the Grant Recipient’s building contractor;
     6. it shall permit the Authority and its authorised representatives to visit any Property Asset upon reasonable notice to view the Works throughout the Funding Period;
     7. [it shall use all reasonable endeavours to ensure that the construction and operation of the Property Asset reflects the overall principles of Sustainable Development];
     8. It shall ensure that the Works comply with Building Research Establishment Environmental Assessment Method requirements by undertaking a Design and Procurement assessment and a post construction review. Each assessment shall achieve as a minimum a “very good” standard and the Grant Recipient will keep the Authority fully informed as to the progress of the procedure. The Grant Recipient shall supply the Authority with certified copies of the relevant Building Research Establishment Environmental Assessment Method Certificate as soon as it is received by the Grant Recipient and in any event within six months of completion of the Works.

### Charging of any Asset

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

## Insurance

* 1. The Grant Recipient must during the term of the Funding Period and the subsequent Financial Year and for a further 7 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 must 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 there is a material change to the percentage of the Grant Recipient’s total income received from public funds, the Grant Recipient must notify the Authority. The Authority must 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.

## Assignment

* 1. The Grant Recipient must 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 written approval such approval may be subject to specific conditions determined by the Authority.

## Spending Controls – Marketing, Advertising, Communications and Consultancy

* 1. As part of the government’s efficiency and reform programme, public funding for marketing, advertising, communications and consultancy is closely controlled. The Grant Recipient must seek permission from the Authority prior to any proposed expenditure in these areas, either in connection with, or using funding provided, under this Agreement. A complete list of the controlled activities can be found at <https://www.gov.uk/government/publications/cabinet-office-controls>.
  2. The Grant Recipient should provide evidence that any marketing, advertising, communications and consultancy expenditure carried out in connection with, or using the Grant must deliver measurable outcomes that meet government objective to secure value for money.

## 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; and
     3. giving any gifts,

in connection with this Grant Funding Agreement.

* 1. The Grant Recipient must keep a record of all gifts, both given and received, in connection with the Grant Funding Agreement.

## Borrowing

* 1. In accordance with condition 19.13 and this condition 24, 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; and
     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.

## Publicity

* 1. The Grant Recipient gives consents 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 condition 7.4 of these Conditions.
  2. The Grant Recipient must 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.
  3. Subject to conditions 25.4 and 25.5 below, the Grant Recipient must not make, or permit any person to make a Publication on its behalf, a Publication without the prior written agreement of the Authority.
  4. If the Grant Recipient wishes to seek the Authority’s permission to make a Publication, it must 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.
  5. No later than five (5) Working Days after receiving the Grant Recipient’s Request the Authority must confirm to the Grant Recipient in writing whether:
     1. the Request has been granted and therefore the Publication can be made;
     2. the Request is granted subject to the Grant Recipient accepting the Authority’s reasonable required edits to the Publication and provided those edits are accepted the Publication can be made; or
     3. the Request has not been granted, and the Publication cannot be made.

* 1. Where the Authority does not approve the Grant Recipient’s Request the Authority will provide the Grant Recipient with written reasons for its decision when it provides notification of the decision.
  2. 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 condition 29 of the Grant Funding Agreement.

## Changes to the Authority’s Policy Requirements

* 1. The Authority must notify the Grant Recipient of any changes to the Authorities activities, which are supported by the Grant.
  2. The Grant Recipient must accommodate any changes to the Authority’s needs and policy requirements under these Conditions.

## 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 condition 27.3 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 uses the Grant for any purpose listed at paragraphs 26.2.1 to 26.2.5 of the Invitation to Apply or the Grant Recipient is listed in accordance with 26.2.6 of the Invitation to Apply, regarding specific international obligations relevant to the fisheries sector;
     3. the Grant Recipient fails to comply with its obligations under the Grant Funding Agreement, which is material in the opinion of the Authority;
     4. where delivery of the Funded Activities do not start within one (1) month of the Commencement Date and the Grant Recipient fails to provide the Authority with a satisfactory explanation for the delay, or fails to agree a new date on which the Funded Activities must start with the Authority;
     5. the Grant Recipient uses the Grant for Ineligible Expenditure;
     6. the Grant Recipient fails, in the Authority’s opinion, to make satisfactory progress with the Funded Activities and in particular fails to meet the Agreed Outputs set out in Schedule 3 of these Conditions;
     7. the Grant Recipient fails to:
        1. submit an adequate Remedial Action Plan to the Authority following a request by the Authority pursuant to condition 27.3.4 or condition 6.2.4; or
        2. improve delivery of the Funded Activities in accordance with the Remedial Action Plan approved by the Authority;
     8. 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);
     9. the Grant Recipient fails to declare Duplicate Funding;
     10. the Grant Recipient fails to declare any Match Funding in accordance with condition 4.7;
     11. 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;
     12. the Grant Recipient provides the Authority with any misleading, inaccurate, incorrect or incomplete information and/or any of the information provided in their grant application or in any subsequent supporting correspondence is found to be misleading, inaccurate, incorrect or incomplete to an extent which the Authority considers to be significant;
     13. 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 they become aware of it;
     14. 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; or
         2. 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;
         3. transferred, assigns or novates the Grant to any Third Party without the Authority’s consent;
         4. failed to act in accordance with the Law; howsoever arising, including incurring expenditure on unlawful activities;
     15. 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);
     16. 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;
     17. 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;
     18. 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 obligations under the Trade and Co-operation Agreement or the terms of any UK subsidy control legislation;
     19. 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 condition 32.2;
     20. 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. the Authority believes 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.
     21. the Grant Recipient breaches the terms of the Hire Purchase Agreement such that the lender or a third party on behalf of the lender retakes or seeks to retake possession of the Leased Assets or the Hire Purchase Agreement is otherwise terminated for default. The Grant Recipient shall notify the Authority within seven (7) days of an event as described in this sub-clause occurring.
  2. Where, the Authority determines that an Event of Default has or may have occurred, the Authority must, to the extent permitted by Law, 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 the Grant for such period as the Authority determines; and/or
     2. reduce the Maximum Sum in which case the payment of Grant must 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 are recoverable as a civil debt; and/or
     4. give the Grant Recipient an opportunity to remedy the Event of Default (if remediable) in accordance with the procedure set out in condition 27.4 to 27.10;
     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 condition 27.3.4, the draft Remedial Action Plan must 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 must 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.
  3. On receipt of the draft Remedial Action Plan and as soon as reasonably practicable, the Authority must submit its comments on the draft Remedial Action Plan to the Grant Recipient.
  4. 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 and where applicable the timescales for resubmission.
  5. 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.
  6. Where the Authority does not approve the draft Remedial Action Plan the Authority may, at its absolute discretion, terminate the Grant Funding Agreement.
  7. The Authority must 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 condition 27.3.3 or 27.3.4 unless the Grant Recipient has failed to rectify the default to the reasonable satisfaction of the Authority.

### General Termination rights – Termination for Convenience

* 1. Notwithstanding the Authority’s right to terminate the Grant Funding Agreement pursuant to condition 27.3.5 above, either Party may terminate the Grant Funding Agreement at any time by giving at least one (1) month written notice to the other Party.
  2. If the Authority terminates the Grant Funding Agreement in accordance with condition 27.11 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 or for committed costs that cannot be recovered. Reasonable costs must be identified by the Grant Recipient and must 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 must be determined solely by the Authority.
  3. 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 must 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 must ensure that any notification made pursuant to condition 27.14 must 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 between those consortium members or other formal agreement or arrangement, the notification required under condition 27.15 must include any changes to the consortium members as well as the Grant Recipient.
  4. Following notification of a Change of Control the Authority shall be entitled to exercise its rights under condition 27.1.20 of these Conditions providing the Grant Recipient with notification of its proposed action in writing within one (1) month 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,

## Exit Plan

* 1. Unless otherwise required by the Authority, the Grant Recipient shall prepare an Exit Plan to allow the cessation or seamless transfer of the Funded Activities, the Grant Recipient must prepare the Exit Plan within one (1) month of the signing of the Grant Funding Agreement and must comply with the exit provisions set out in Schedule 9.

## Dispute Resolution

* 1. The Parties must 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 terminates the Grant Funding Agreement) must 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 one month from notification of the dispute from one party to the other then the matter will be escalated to formal meeting between the Grant Manager and the Grant Recipient’s chief executive (or equivalent).

## 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/running the Funded Activities, the use of the Grant or from withdrawal, withholding or suspension of the Grant. The Recipient must indemnify and hold harmless the Authority, 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 condition 30, the Authority’s liability under this Grant Funding Agreement is limited to the amount of Grant outstanding.

## VAT

* 1. If VAT is held to be chargeable in respect of the Grant Funding Agreement, all payments must be deemed to be inclusive of all VAT and the Authority must 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 must 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 must 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.

## Code of Conduct for Grant Recipients

* 1. The Grant Recipients 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. The Grant Recipient must immediately notify the Authority if it becomes aware of any actual or suspected breaches of the principles outlined in the Code of Conduct.
  3. The Grant Recipient 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 taking action to recover some or all of the funds paid to the Grant Recipient as a civil debt in accordance with condition 27.1.19.

## Notices

* 1. All notices and other communications in relation to this Grant Funding Agreement must be in writing and must 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.
  2. All notices and other communications must be marked for the attention of the contact specified in the Grant Funding Letter (Contact Details).
  3. If personally delivered or if e-mailed all such communications must 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 must be deemed received on the next Working Day) and if mailed all such communications must be deemed to have been given and received on the second Working Day following such mailing.

## Governing Law

* 1. These Conditions must be governed by and construed in accordance with the laws of England and Wales and the Parties irrevocably submit to the exclusive jurisdiction of the English courts.