

# England Woodland Creation Offer (EWCO)

## Grant Funding Agreement (Terms and Conditions)

### Change log

Version	Publication Date	Key Changes
1.13		<ul style="list-style-type: none"><li>- Numbering issues resolved throughout</li></ul>
1.12	15 May 2025	<ul style="list-style-type: none"><li>- Annex 2 1.1 2025 targets removed</li><li>- Annex 2C 1.2 edited to remove reference to 2025</li></ul>
1.11	08 May 2025	<ul style="list-style-type: none"><li>- 2.1 Definitions updated: Law, State Aid Law and UK GDPR; Definition of Tree Establishment</li><li>- Clause 1.5 edited to include inspections during funding period</li><li>- Clause 15.1 updated with reference to the Subsidy Control Act,</li><li>- Clause 15.3 added regarding trade</li><li>- New and updated clauses for Dispute Resolution in Section 32</li><li>- Annex 2A Access Period definition updated; Public body definition added</li></ul>
1.10	18 March 2024	<ul style="list-style-type: none"><li>- Removed rate from the Maintenance Payment definition</li><li>- Force majeure or exceptional circumstances notification period increased from 15 to 40 working days (clause 30.1)</li><li>- Annex 2, Clause 2.3 updated to state that newly introduced Additional Contributions are not applicable to existing Grant Recipients</li><li>- Annex 2, new Low Sensitivity Land Payment added at Clause 2.5</li><li>- Annex 2A, Definition added for Low Sensitivity Area</li></ul>

Version	Publication Date	Key Changes
		<ul style="list-style-type: none"> <li>- Annex 2C, reference to planting season updated from the Grant Offer Letter to the Application Form and reference to the latest extension date rephrased</li> </ul>
1.9	1 November 2023	<ul style="list-style-type: none"> <li>- 2.1 Definitions updated or added:               <ul style="list-style-type: none"> <li>o Application Form updated terminology to reflect the change from Parts A and B to Application Form and Declaration Form</li> <li>o End of Capital Funding period updated to three years from Commencement Date</li> <li>o Maintenance Payment updated to apply for the full length of the Obligation Period</li> </ul> </li> <li>- Several sections updated to account for the extension of the Maintenance Payments to the full length of the Obligation Period: Clause 4.8, Annex 2 and Annex 2B</li> <li>- Clause 17.5 updated to align with the EWCO Grant Manual regarding which Grant Recipients it is applicable to</li> </ul>
1.8	31 January 2023	<ul style="list-style-type: none"> <li>- Clause 17.5 updated to clarify which Grant Recipients it is applicable to</li> <li>- Annual Maintenance Payments rate increased from £300 to £350 per hectare</li> <li>- The maximum payment cap for Standard Cost Items increased from £8,500 to £10,200 and the addition of a minimum payment cap (Annex 2, clause 2.1)</li> </ul>
1.7	22 June 2022	<ul style="list-style-type: none"> <li>- Update to clause 17.5 to include a Biosecure Procurement requirement and associated revision of the definition of Biosecure Planting Stock (Annex 2a)</li> </ul>
1.6	28 March 2022	<ul style="list-style-type: none"> <li>- Access Period definition amended to run from the date of the final Capital Payment, instead of the first.</li> </ul>
1.5	12 January 2022	<ul style="list-style-type: none"> <li>- Annual Maintenance Payments rate increased from £200 to £300 per hectare.</li> </ul>
1.4	14 December 2021	<ul style="list-style-type: none"> <li>- Updates to the definition of the End of Capital Funding Date and clause 4.8, to accommodate the extension of the Grant Funding Period for Capital Payments to two years and the addition of a three-month final claim window</li> <li>- Update to clause 1.4 and the addition of clause 1.5 related to site eligibility</li> <li>- Update to clause 4.9 to allow time for claim inspections</li> </ul>

Version	Publication Date	Key Changes
1.3	14 October 2021	Correction of formatting error and change log entry for Version 1.1.
1.2	14 September 2021	Updates to clauses related to FOIA/EIR requests (13.4, 13.5, 14.6 and 14.7), to accommodate those Grant Recipients who have statutory duties under such legislation.
1.1	16 June 2021	Update to define the End of Capital Funding Date and revise the Grant Funding Period definition.
1.0	9 June 2021	First issue

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**This Grant Funding Agreement** is made on the Commencement Date.

**Between:**

- (1) Forestry Commission, whose principal address is at 620 Bristol Business Park, Coldharbour Lane, Bristol, BS16 1EJ (the "**Authority**")
- (2) THE GRANT RECIPIENT, whose full name and principal address are recorded on the Grant Offer Letter from the Authority (the "**Grant Recipient**")

**In relation to: England Woodland Creation Offer (EWCO)**

**BACKGROUND**

- (A) The Grant is made pursuant to section 1 (1) of the Forestry Act 1979 and in accordance with section 41 of the Forestry Act 1967.
- (B) 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 this Grant Funding Agreement.
- (C) The Authority ran a competition for grant applications in respect of the England Woodland Creation Offer (EWCO).
- (D) The Grant Recipient was successful under that competition and the Authority awarded it a grant to deliver the Funded Activities.
- (E) The Authority will provide the Grant to the Grant Recipient as provided for in this Grant Funding Agreement.
- (F) The Grant Recipient will use the Grant solely for the Funded Activities.

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

**1. INTRODUCTION**

1.1 This Grant Funding Agreement shall be comprised of the following documents, incorporated by reference herein:

- 1.1.1 The Terms and Conditions set out within this Grant Funding Agreement;
- 1.1.2 The Annexes to this Grant Funding Agreement, specifically the EWCO Grant Manual described at Annex 1, and incorporated in its entirety by reference herein;
- 1.1.3 The Authority's Grant Offer Letter and the Grant Recipient's Acceptance Letter;
- 1.1.4 The Grant Recipient's EWCO Application Form;
- 1.1.5 Agreement Map (and Access Map, where relevant).

- 1.1.6 This Grant Funding Agreement sets out the conditions which apply to the Grant Recipient receiving the Grant from the Authority up to the Maximum Sum.
- 1.2 The Authority and the Grant Recipient have agreed that the Authority will provide the Grant up to the Maximum Sum as long as the Grant Recipient uses the Grant in accordance with this Grant Funding Agreement.
- 1.3 The Authority makes the Grant to the Grant Recipient on the basis of the Grant Recipient's EWCO Application Form for the site area and site condition as proposed in the Application Form and for the provision of woodland creation and maintenance of that newly created woodland (for the avoidance of doubt, the Grant is not available for maintenance of woodland not created under this Grant Funding Agreement).
- 1.4 The eligibility for and any award of Grant funding is based on the site area and site condition as proposed in the EWCO Grant Application. The Grant Recipient shall agree with the Authority in advance before undertaking any works to the site proposed in the EWCO Grant Application, in relation to the Grant Funding Agreement or otherwise, otherwise the site may no longer be eligible for Grant funding.
- 1.5 The Parties confirm that it is their intention to be legally contractually bound by this Grant Funding Agreement.

## 2. DEFINITIONS AND INTERPRETATION

- 2.1 Where they appear in these Conditions:

**Acceptance** means the acceptance of this Grant Funding Agreement by the Grant Recipient, confirmed by the Grant Recipient signing and returning the Acceptance Letter, within fifteen (15) days from the date of the Grant Offer Letter.

- **Acceptance Letter** means the signed letter the Grant Recipient returns to the Authority to confirm acceptance of the Grant Offer; **Annex** means the annexes attached to these Conditions which form part of the Grant Funding Agreement;

**Application Form** means the Grant Recipient's final application form, including either both Parts A and B or the application form and the Declaration Form (depending on the version used), for the EWCO Grant scheme, submitted and approved by the Authority;

**Asset** means any assets that are to be purchased or developed using the Grant including equipment or any other assets which may be a Fixed Asset as appropriate in the relevant context, and **Assets** will be construed accordingly;

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

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

**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;

**Capital Payment** has the meaning given to it in Annex 2A;

**Code of Conduct** means the Code of Conduct for [Recipients of Government General Grants published by the Cabinet Office in November 2018](#), including any subsequent updates from time to time;

**Commencement Date** means the date on which the Grant Recipient confirms Acceptance of this Grant Funding Agreement;

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

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

Confidential Information shall not include information which:

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

(d) is independently developed without access to the Confidential Information.

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

**Controller and Processor** take the meaning given in the GDPR;

**Change of Control** means the sale of all or substantially all the assets of a Party; any merger, consolidation or acquisition of a Party with, by or into another corporation, entity or person, or any change in the ownership of more than fifty percent (50%) of the voting capital stock of a Party in one or more related transaction;

**Crown Body** means the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;

**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;

**Declaration Form** means the Grant Recipient's Declaration Form submitted with the Application Form, providing the authorisation signature for the Application Form and stated declarations.

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

**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;

**Domestic Successor** means, as the context requires, either:

(a) a body that takes over the functions of the European Commission in the United Kingdom on the date it withdraws from the European Union; or



- (b) the relevant court in England which takes over the functions of the Court of Justice of the European Union in England on the date the United Kingdom withdraws from the European Union;

**Duplicate Funding** means funding provided by a Third Party (for the avoidance of doubt, including private investors and a government entity other than the Authority) to the Grant Recipient, which is for the same Funded Activities for which the Grant was made, but has not been declared to the Authority;

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

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

**Eligible Land** means undeveloped land not already classified as woodland, that is entirely based in England and for which the Grant Recipient has Management Control. Eligible Land is also not the subject of a current tenancy dispute, nor subject to another obligation which is incompatible with the Grant;

**End of Capital Funding Date** means the last day on which Capital Items can be paid for, to be eligible for reimbursement. The End of Capital Funding Date is three years from the Commencement Date;

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

**Event of Default** means an event or circumstance set out in paragraph 8.66;

**EWCO Grant Manual** means the England Woodland Creation Offer Grant Manual, which terms and conditions are hereby incorporated by reference into this Grant Funding Agreement and further referenced at Annex 1;

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

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

**FOIA** means the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation;

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

**Funding Period** means the period for which the Grant is awarded, starting on the Commencement Date and ending on the respective dates set out in Annex 2B;

**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 paragraph 4 and subject to the provisions set out at paragraph 26;

**Grant Claim** means the EWCO Claim Form submitted by the Grant Recipient to the Authority for payment of the Grant;

**Grant Funding Agreement** means these Conditions together with its annexes and schedules, the Application Form, Agreement Map (and Access Map, where relevant) and the Grant Offer and Acceptance Letters;

**Grant Offer** means the sum or sums of money that is or are payable to the Grant Recipient in accordance with this Agreement (as set out in the Grant Offer Letter);

**Grant Offer Letter** means the letter the Authority issued to the Grant Recipient confirming the Grant Offer;

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

**HRA** means the Human Rights Act 1998 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation;

**Ineligible Expenditure** means expenditure incurred by the Grant Recipient which is not Eligible Expenditure and as set out in paragraph 5 of these Conditions;

**Information Acts** means the Data Protection Legislation, FOIA and the EIR, as amended from time to time;

**Intellectual Property Rights** or **IPRs** means copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade names, designs, know-how, trade secrets and any modifications, amendments, updates and new releases of the

same and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

**IP Completion Day** has the meaning given to it in the European Union (Withdrawal) Act 2018;

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

**Land** means all units of Eligible Land which are proposed for the Funded Activities and in relation to which claims for funding can or have been made under this Grant Funding Agreement;

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

**Losses** means all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort, breach of statutory duty, misrepresentation or otherwise and **Loss** will be interpreted accordingly;

**Maintenance Payment** means funds available to the Grant Recipient to maintain the Woodland or the conditions of the Land to enable Natural Colonisation (and any Infrastructure items in relation to the Woodland or Land) funded under this Grant Funding Agreement. Maintenance Payments are annual payments available to the Grant Recipient at a fixed rate per hectare (as per the EWCO Grant Manual), payable for the Obligation Period. As a condition of the Grant Funding Agreement, the Grant Recipient is required to maintain the Woodland for the Obligation Period pursuant to the further special Conditions at Annex 2D, but the Grant Recipient is not obliged to apply for or receive Grant Funding in respect of such maintenance;

**Management Control** means that the Grant Recipient has the legal dominion and or legal rights over the Land enabling it to undertake the Funded Activities thereon;

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

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

**Notifiable Change** has the meaning given to it in paragraph 20.2;

**Novation Agreement** means an agreement pursuant to which the Grant Recipient novates this Grant Funding Agreement to a Successor, subject to the Authority's prior notice, review and approval of the Novation Agreement;

**Obligation Period** means the period of time over which the Woodland must be maintained, or the conditions of the Woodland maintained that will enable Natural Colonisation, in each case towards Tree Establishment, as further set out in the EWCO Grant Manual at Annex 1 and Annex 2D. The Obligation Period commences from the date the final Capital Payment is made under the Grant and continues for fifteen (15) years;

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

**Personal Data** has the meaning given to it in the Data Protection Legislation as amended from time to time;

**Procurement Regulations** means the Public Contracts Regulations 2015, Concession Contracts Regulations 2016, Defence Security Public Contracts Regulations 2011 and the Utilities and Contracts Regulations 2016 together with their amendments, updates and replacements from time to time;

**Prohibited Act** means:

- (a) directly or indirectly offering, giving or agreeing to give to any servant of the Authority or the Crown any gift or consideration of any kind as an inducement or reward for:
  - (i) doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of the Funding Agreement; or
  - (ii) showing or not showing favour or disfavour to any person in relation to the Funding Agreement;
- (b) committing any offence:
  - (iii) under the Bribery Act;
  - (iv) under legislation creating offences in respect of fraudulent acts; or

- (v) at common law in respect of fraudulent acts in relation to the Funding Agreement; or
- (c) defrauding or attempting to defraud or conspiring to defraud the Authority or the Crown;

**Publication** means any announcement, comment or publication of any publicity material by the Grant Recipient concerning the Funded Activities 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 paragraphs 8.72;

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

**Site-Specific Conditions** means Conditions of the Grant specific to the Land or Woodland subject of the Funded Activities, set by Authority personnel including Woodland Officers. These may be communicated orally or in writing, formally or informally, with the Grant Recipient or their Agent following the Authority's review of the grant application, its supporting material or on-site surveys, prior to agreement. Site-Specific Conditions could include specific requirements such as the location of infrastructure, geographical, archaeological or natural features that should be avoided or undisturbed, future timber extraction routes, and any specific planting requirements;

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

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

**Succession** means the transfer of the legal interest in the whole or part of the Eligible Land and subject to the Grant, held by the Grant Recipient at the Commencement Date of the Agreement, from the Grant Recipient to a Successor;

**Successor** means a third party who obtains the legal interest in the whole or part of the Eligible Land subject to the Grant, held by the Grant Recipient at the Commencement Date of the Grant Funding Agreement, from the Grant Recipient;

**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);

**Tree Establishment** means the standard the Authority will determine through an inspection of the Woodland looking for evidence that the minimum stocking of the trees per hectare expected as per Annex 1 of this Grant Funding Agreement have been planted and are alive and that the trees are growing freely, out-competing other plant species and not subject to restraint by other environmental factors, including browsing by deer or livestock. Tree Establishment is generally achievable through direct planting of tree saplings or seeds into the ground or by Natural Colonisation;

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

**Unspent Monies** means any monies paid to the Grant Recipient in advance of its Eligible Expenditure, which remains unspent and uncommitted at the end of the Financial Year, the Funding Period or because of termination or breach of these Conditions;

**VAT** means value added tax chargeable in the UK;

**Woodland** means the woodland or forested area created as a result of these Funded Activities or more generally, land under stands of trees with a canopy cover of at least 20% (or having the potential to achieve this), including integral open space, and including felled areas that are awaiting restocking;

**Woodland Creation** means the creation of new woodland, through the preparation of land and planting and protection of young trees or through **Natural Colonisation**;

**Working Day** means any day from Monday to Friday (inclusive) which is not specified or proclaimed as a bank holiday in England and Wales pursuant to section

1 of the Banking and Financial Dealings Act 1971 including Christmas Day and Good Friday.

2.2 The further special Definitions at Annex [2A] shall apply to these Conditions.

2.3 In these Conditions, unless the context otherwise requires:

2.3.1 the singular includes the plural and vice versa;

2.3.2 reference to a gender includes the other gender and the neuter;

2.3.3 references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;

2.3.4 a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;

2.3.5 any reference in these Conditions which immediately before IP Completion Day was a reference to (as it has effect from time to time):

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

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

2.3.6 the words "including", "other", "in particular", "for example" and similar words will not limit the generality of the preceding words and will be construed as if they were immediately followed by the words "without limitation";

2.3.7 references to "writing" include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing will be construed accordingly;

2.3.8 references to "representations" will be construed as references to present facts, to "warranties" as references to present and future facts and to "undertakings" as references to obligations under the Grant Funding Agreement;



2.3.9 references to “paragraphs” and “Annexes” are, unless otherwise provided, references to the paragraphs and annexes of these Conditions and references in any Annex to parts, paragraphs and tables are, unless otherwise provided, references to the parts, paragraphs and tables of the Annex in which these references appear; and

2.3.10 the headings in these Conditions are for ease of reference only and will not affect the interpretation or construction of these Conditions.

2.4 Where there is any conflict between the documents that make up this Grant Funding Agreement the conflict shall be resolved in accordance with the following order of precedence:

- 2.4.1 The Terms and Conditions set out within this Grant Funding Agreement;
- 2.4.2 The Annexes to this Grant Funding Agreement, specifically the EWCO Grant Manual described at Annex 1, and incorporated in its entirety by reference herein;
- 2.4.3 The Authority’s Grant Offer Letter and the Grant Recipient’s Acceptance Letter;
- 2.4.4 The Grant Recipient’s Application Form;
- 2.4.5 Agreement Map (and Access Map, where relevant).

## CONDITIONS

### 3. DURATION, PURPOSE AND CONDITIONS OF THE GRANT

- 3.1. The Funding Period starts on the **Commencement Date** and ends on the respective dates set out in Annex 2B, unless terminated earlier in accordance with this Grant Funding Agreement.
- 3.2. The Grant Funding Agreement and these Conditions shall continue in effect for fifteen (15) years after the date that any final Capital Payment is made, that is, to the end of the Obligation Period, with respect to any Grant.
- 3.3. The Grant Recipient shall use the Grant solely for the delivery of the Funded Activities. The Grant Recipient may not make any changes to the Funded Activities.
- 3.4. If the Authority wants to make a change to the Funded Activities (including for example reducing the Grant or removing some of the Funded Activities from the Grant) it may do so on thirty (30) Working Days written notice to the Grant Recipient.
- 3.5. The Grant Recipient shall comply with the further specific Conditions and Eligibility Criteria contained at Annex [2C].



- 3.6. The Grant Recipient shall comply with its obligations regarding the Obligation Period as set out in Annex [2D].
- 3.7. The Grant Recipient acknowledges and agrees that work undertaken before the Commencement Date of this Grant Funding Agreement will not be funded.
- 3.8. The Grant Recipient confirms that all required licences, consents and permissions will be in place prior to commencing the Funded Activities.

#### **4. PAYMENT OF GRANT**

- 4.1. Subject to the remainder of this paragraph 4 the Authority shall pay the Grant Recipient an amount not exceeding the total sum set out in the Grant Offer Letter. The Authority shall pay the Grant in pound sterling (GBP).
- 4.2. The Grant Recipient must complete and sign the Claim Form in order to receive Grant funding payments.
- 4.3. The signatory must be the Grant Recipient or someone with proper delegated authority on behalf of the Grant Recipient. Any change of bank details must be notified immediately and agreed by an approved signatory. Any change of signatory must be notified to the Authority for approval, as soon as known.
- 4.4. The Grant represents the Maximum Sum the Authority will pay to the Grant Recipient under the Funding Agreement. The Maximum Sum will not be increased in the event of any overspend by the Grant Recipient in its delivery of the Funded Activities.
- 4.5. The Authority will only pay the Grant to the Grant Recipient in respect of Eligible Expenditure incurred by the Grant Recipient to deliver the Funded Activities, and only up to and including the maximum sum requested in the Grant Offer Letter. The Authority will not pay the Grant until it is satisfied that the Grant Recipient has paid for the Funded Activities in full and the Funded Activities have been delivered during the Funding Period.
- 4.6. On request, the Grant Recipient will provide the Authority with evidence of the costs, which are classified as Eligible Expenditure in paragraph 3.25, which may include (but will not be limited to) receipts and invoices or any other documentary evidence specified by the Authority.
- 4.7. The Grant Recipient agrees that:
  - 4.7.1 it will not apply for, or obtain, Duplicate Funding in respect of any part of the Funded Activities which have been paid for in full using the Grant;
  - 4.7.2 the Authority may refer the Grant Recipient to the police should it dishonestly and intentionally obtain Duplicate Funding for the Funded Activities;

- 4.7.3 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:
- 4.7.3.1 the Grant will be used for Eligible Expenditure only; and
  - 4.7.3.2 if applicable, any previous Grant payments have been used for the Funded Activities or, where there are Unspent Monies, have been repaid to the Authority.
- 4.8 The Grant Recipient shall submit by Grant Claim for Capital Payments (Standard Cost Items, Actual Cost Items and Additional Contributions) within three months of the End of Capital Funding Date, with a completed Claim Form and the supporting documentation as prescribed by the Authority in the EWCO Grant Manual. Where relevant, the Grant Recipient shall claim for the first five years of annual Maintenance Payments with the final Grant Claim for Capital Payments. The Grant Recipient shall claim for the second five years of annual Maintenance Payments six (6) years after the final Grant Claim for Capital Payments and the third five years of annual Maintenance Payments eleven (11) years after the final Grant Claim for Capital Payments.
- 4.9 Unless otherwise stated in these Conditions, payment of the Grant will be made within 30 working days of the Authority accepting the Grant Recipient's Grant Claim. Where a Grant Claim is selected for inspection by the Authority, payment of the Grant will be made within 90 working days of the Authority accepting the Grant Claim.
- 4.10 The Authority will have no liability to the Grant Recipient for any Losses caused by a delay in the payment of a Grant Claim howsoever arising.
- 4.11 The Authority reserves the right not to pay any Grant Claims, which are not submitted within the period set out in paragraph 4.8 or Grant Claims, which are incomplete, incorrect or submitted without the full supporting documentation.
- 4.12 The Grant Recipient shall promptly notify and repay immediately to the Authority any money incorrectly paid to it either as a result of an administrative error or otherwise. This includes (without limitation) situations where the Grant Recipient is paid in error before it has complied with its obligations under the Grant Funding Agreement. Any sum, which falls due under this paragraph 3.20, shall fall due immediately. If the Grant Recipient fails to repay the due sum within 60 days the sum will be recoverable summarily as a civil debt.
- 4.13 Where the Grant Recipient enters into a contract with a Third Party in connection with the Funded Activities, the Grant Recipient will remain responsible for paying that Third Party. The Authority has no responsibility for paying Third Party invoices.

- 4.14 Onward payment of the Grant and the use of sub-contractors shall not relieve the Grant Recipient of any of its obligations under the Grant Funding Agreement, including any obligation to repay the Grant.
- 4.15 If the Grant Recipient is required to repay grant funds under any other Government grant scheme, part or all of the Grant Recipient's EWCO Grant claim may not be paid out to the Grant Recipient but instead used to repay what is owed to Government. Similarly, if the Grant Recipient is required to repay grant funds under their EWCO Grant agreement, such funds may be collected via other grant schemes held by the Grant Recipient with Government.

## **5. ELIGIBLE AND INELIGIBLE EXPENDITURE**

- 5.1 The Authority will only pay the Grant in respect of Eligible Expenditure incurred by the Grant Recipient to deliver the Funded Activities and the Grant Recipient will use the Grant solely for delivery of the Funded Activities (as set out in Annex 2 of these Conditions).
- 5.2 For the avoidance of doubt, the following costs/payments will not be classified as Eligible Expenditure, even if incurred for the purposes of the Funded Activities, and the Grant Funding may not be used for payment of these:
- 5.2.1 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;
  - 5.2.2 giving evidence to Parliamentary Select Committees;
  - 5.2.3 attending meetings with government ministers or civil servants to discuss the progress of a taxpayer funded grant scheme;
  - 5.2.4 responding to public consultations, where the topic is relevant to the objectives of the Funded Activities. To avoid doubt, Eligible Expenditure does not include the Grant Recipient spending the Grant on lobbying other people to respond to any such consultation (unless explicitly permitted in the Grant Funding Agreement);
  - 5.2.5 providing independent, evidence-based policy recommendations to local government, departments or government ministers, where that is the objective of a taxpayer funded grant scheme, for example, 'What Works Centres';
  - 5.2.6 providing independent evidence-based advice to local or national government as part of the general policy debate, where that is in line with the objectives of the Grant;
  - 5.2.7 paid for lobbying, which means using the Grant to fund lobbying (via an external firm or in-house staff) in order to undertake activities intended to influence or attempt to influence Parliament, government or political activity; or attempting to influence legislative or regulatory action;
  - 5.2.8 enabling one part of government to challenge another on topics unrelated to the agreed purpose of the grant;
  - 5.2.9 petitioning for additional funding;

- 5.2.10 entertaining, specifically aimed at exerting influence to change government policy;
  - 5.2.11 inputting VAT reclaimable by the Grant Recipient from HMRC; and
  - 5.2.12 paying for activities of a political or religious nature.
- 5.3 Other examples of expenditure, which are not Eligible Expenditure and are prohibited, include the following:
- 5.3.1 contributions in kind (specifically contribution in goods; including but not limited to any kinds, types or size of trees, as differentiated from money);
  - 5.3.2 interest payments or service charge payments for finance leases;
  - 5.3.3 gifts;
  - 5.3.4 statutory fines, criminal fines or penalties civil penalties, damages or any associated legal costs;
  - 5.3.5 payments for works or activities which the grant recipient, or any member of their Partnership has a statutory duty to undertake, or that are fully funded by other sources;
  - 5.3.6 bad debts to related parties;
  - 5.3.7 payments for unfair dismissal or other compensation;
  - 5.3.8 depreciation, amortisation or impairment of assets owned by the Grant Recipient;
  - 5.3.9 the acquisition or improvement of Assets by the Grant Recipient (unless the Grant is explicitly for capital use – this will be stipulated in the Grant Offer Letter); and
  - 5.3.10 liabilities incurred before the commencement of the Grant Funding Agreement unless agreed in writing by the Authority.

## **6. ANNUAL GRANT REVIEW – NOT USED**

## **7. MONITORING AND REPORTING**

- 7.1. The Grant Recipient shall closely monitor the delivery and success of the Funded Activities throughout the Funding Period to ensure that the aims and objectives of the Funded Activities are achieved.
- 7.2. The Grant Recipient shall provide the Authority with all reasonable assistance and co-operation in relation to any ad-hoc information, explanations and documents as the Authority may require, from time to time, so the Authority may establish if the Grant Recipient has used the Grant in accordance with the Grant Funding Agreement.
- 7.3. The Grant Recipient will 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 will, if so required, provide appropriate oral or written explanations to such authorised persons as required during the Funding Period.

- 7.4. The Grant Recipient will notify the Authority as soon as reasonably practicable of:
- 7.4.1. any actual or potential failure to comply with any of its obligations under the Grant Funding Agreement, which includes those caused by any administrative, financial or managerial difficulties; and
  - 7.4.2. actual or potential variations to the Eligible Expenditure set out in the Application Form and/or any event which materially affects the continued accuracy of such information.
- 7.5. The Grant Recipient represents and undertakes (and shall repeat such representations on delivery of any annual report):
- 7.5.1. that the reports and information it gives pursuant to this paragraph 7 are accurate;
  - 7.5.2. that it has diligently made full and proper enquiry of the matter pertaining to the reports and information given; and
  - 7.5.3. that any data it provided pursuant to an application for the Grant may be shared within the powers conferred by legislation with other organisations for the purpose of preventing or detecting crime.

## **8. AUDITING AND ASSURANCE**

- 8.1. The Authority may, at any time during and up to five (5) years after the end of the Grant Funding Agreement, conduct audits or require information from the Grant Recipient as to whether the Grant has been used for the delivery of the Funded Activities, where the Authority considers it reasonable or necessary. The Grant Recipient agrees to grant the Authority or its Representatives access, as required, to all Funded Activities sites and relevant records. The Grant Recipient will ensure that necessary information and access rights are explicitly included within all arrangements with sub-contractors.
- 8.2. If the Authority requires further information, explanations and documents, in order for the Authority to establish that the Grant has been used properly in accordance with the Grant Funding Agreement, the Grant Recipient will, within ten (10) Working Days of a request by the Authority, provide the Authority, free of charge, with the requested information.
- 8.3. The Grant Recipient shall:
- 8.3.1. if applicable, nominate an independent auditor to verify the final statement of expenditure and income submitted to the Authority;
  - 8.3.2. identify separately the value and purpose of the Grant Funding in its audited accounts and its annual report; and
  - 8.3.3. maintain a record of internal financial controls and procedures and provide the Authority with a copy if requested.

**Retention of documents**

- 8.4. The Grant Recipient shall retain all invoices, receipts, accounting records and any other documentation (including but not limited to, correspondence) relating to the Eligible Expenditure; income generated by the Funded Activities during the Funding Period for the duration of the Obligation Period.
- 8.5. The Grant Recipient shall take photographs of Actual Cost Items once installed and retain them for the duration of the Obligation Period and, on request of the Authority, make them available to the Authority within five (5) Working Days of such request.
- 8.6. The Grant Recipient shall ensure that all its sub-contractors retain each record, item of data and document relating to the Funded Activities for the duration of the Obligation Period.
- 8.7. Upon request of the Authority, the Grant Recipient will promptly provide revised forecasts of expenditure and any income in relation to the Funded Activities.

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

- 9.1. The Grant Recipient will at all times comply with all applicable Laws, statutes and regulations relating to anti-bribery and anti-corruption, including but not limited to the Bribery Act.
- 9.2. The Grant Recipient must have a sound administration and audit process, including where appropriate 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.
- 9.3. All cases of fraud or theft (whether proven or suspected) relating to the Funded Activities must be notified to the Authority as soon as they are identified. The Grant Recipient shall explain to the Authority what steps are being taken to investigate the irregularity and shall keep the Authority informed about the progress of any such investigation. The Authority may however request that the matter is referred (which the Grant Recipient is obliged to carry out) to external auditors or other Third Party as required.
- 9.4. The Authority will have the right, at its absolute discretion, to insist that the Grant Recipient address any actual or suspected fraud, theft or other financial irregularity and/or to suspend future payment of the Grant to the Grant Recipient. Any grounds for suspecting financial irregularity includes what the Grant Recipient, acting with due care, should have suspected as well as what it actually proven.

- 9.5. The Grant Recipient agrees and accepts that it may become ineligible for Grant support and may be required to repay all or part of the Grant if it engages in tax evasion or aggressive tax avoidance in the opinion of His Majesty's Revenue and Customs.
- 9.6. For the purposes of paragraph 8.11 "financial irregularity" includes (but is not limited to) potential fraud or other impropriety, mismanagement, and the use of the Grant for any purpose other than those stipulated in the Grant Funding Agreement. The Grant Recipient may be required to provide statements and evidence to the Authority or the appropriate organisation as part of pursuing sanctions, criminal or civil proceedings.

## **10. CONFLICTS OF INTEREST**

- 10.1. Neither the Grant Recipient nor its Representatives shall engage in any personal, business or professional activity which conflicts or could conflict with any of their obligations in relation to the Grant Funding Agreement.
- 10.2. The Grant Recipient must have and will keep in place adequate procedures to manage and monitor any actual or perceived bias or conflicts of interest.

## **11. CONFIDENTIALITY**

- 11.1. Except to the extent set out in this paragraph 11 or where disclosure is expressly permitted, the Grant Recipient shall treat all Confidential Information belonging to the Authority as confidential and shall not disclose any Confidential Information belonging to the Authority to any other person without the prior written consent of the Authority, except to such persons who are directly involved in the provision of the Funded Activities and who need to know the information.
- 11.2. The Grant Recipient gives its consent for the Authority to publish the Grant Funding Agreement in any medium in its entirety (but with any information which is Confidential Information belonging to the Authority or the Grant Recipient redacted), including from time to time agreed changes to the Grant Funding Agreement.
- 11.3. Nothing in this paragraph 11 shall prevent the Authority disclosing any Confidential Information obtained from the Grant Recipient:
- 11.3.1. for the purpose of the examination and certification of the Authority's accounts; or pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources; or
  - 11.3.2. to any government department, consultant, contractor or other person engaged by the Authority, provided that in disclosing information under the Authority only discloses the information which is necessary for the purpose



concerned and requests that the information is treated in confidence and that a confidentiality undertaking is given where appropriate;

11.3.3. where disclosure is required by Law, including under the Information Acts.

11.4. Nothing in this paragraph 11 shall prevent either Party from using any techniques, ideas or know-how gained during the performance of its obligations under the Grant Funding Agreement in the course of its normal business, to the extent that this does not result in a disclosure of the other Party's Confidential Information or an infringement of the other Party's Intellectual Property Rights.

## **12. TRANSPARENCY**

12.1. The Authority and the Grant Recipient acknowledge that, except for any information that is exempt from disclosure in accordance with the provisions of the Information Acts, the content of the Grant Funding Agreement is not confidential.

## **13. STATUTORY DUTIES**

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

13.2. Where requested by the Authority, the Grant Recipient will provide reasonable assistance and cooperation to enable the Authority to comply with its information disclosure obligations under the Information Acts.

13.3. On request from the Authority, the Grant Recipient within ten (10) Working Days will provide the Authority with all such relevant documents and information relating to the Grant Recipient's data protection policies and procedures as the Authority may reasonably require.

13.4. Each Party acknowledges that the other Party, if required to act in accordance with the codes of practice issued and revised from time to time under the Information Acts, may disclose information concerning the other Party and the Grant Funding Agreement without consulting that other Party.

13.5. The Authority will take reasonable steps to notify the Grant Recipient of a request for information to the extent that it is permissible and reasonably practical for it to do so. Notwithstanding any other provision in the Grant Funding Agreement, the Authority will be responsible for determining in its absolute discretion whether any information requested from the Authority is exempt from disclosure in accordance with the Information Acts.

## **14. DATA PROTECTION, FOIA/EIR AND PUBLIC PROCUREMENT**



**Data Protection**

- 14.1. To the extent that the Grant Recipient and the Authority share any Personal Data for the purposes of this Grant Funding Agreement, the Parties accept that they are each a separate, independent Controller in respect of such Personal Data. Each Party:
- (i) must comply with the applicable Data Protection Legislation in respect of their processing of such Personal Data;
  - (ii) must be individually and separately responsible for its own compliance;
  - (iii) and do not and must not Process any Personal Data as Joint Controllers;
  - (iv) 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.
- 14.2. The Parties acknowledge and agree that this Grant Funding Agreement does not require either Party to act as a Processor of the other. In the event that 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).
- 14.3. In the event that the Parties believe that there is a Joint Controller relationship, the Parties must seek to agree and enter into a Data Processing Joint Controller Agreement, all Parties acting reasonably. With respect to compliance with the Data Protection Legislation only and in the event of a conflict between the conditions of this agreement and any Data Processing Joint Controller Agreement, the terms of the Data Processing Joint Controller Agreement must take precedence.
- 14.4. Each Party must, 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.

**FOIA/EIR**

- 14.5. The Grant Recipient agrees to provide all necessary assistance and cooperation which is reasonably requested by the Authority for the purposes of complying with its obligations under the FOIA and the EIR. If the Grant Recipient is required to supply information pursuant to a FOIA/EIR request, it shall supply all such information which is within its possession or control within five (5) Working Days (or such other period as the Authority shall reasonably require).

- 14.6. Subject to its own statutory duties, if the Grant Recipient receives a FOIA/EIR request from a member of the public for information where the Authority is the Data Processor, it shall not respond to the request but shall forward the request to the Authority within two (2) Working Days of receipt.
- 14.7. Subject to any statutory duties of the Grant Recipient, the Authority shall determine in its absolute discretion whether any information is exempt from disclosure in accordance with the provisions of FOIA and/or the EIRs.

## **Public Procurement**

- 14.8. The Grant Recipient will ensure that any of its Representatives involved in the Funded Activities will adopt such policies and procedures that are required in order to ensure that value for money has been obtained in the procurement of goods or services funded by the Grant.
- 14.9. Where the Grant Recipient is a Contracting Authority within the meaning of the Procurement Regulations the Grant Recipient will comply, as necessary, with the Procurement Regulations when procuring goods and services in connection with the Grant Funding Agreement and the Authority shall not be liable for the Grant Recipient's failure to comply with its obligations under the Procurement Regulations.

## **15. SUBSIDIES**

- 15.1. The Grant Recipient will ensure that delivery of the Funded Activities do not put the Authority in breach of the UK's domestic obligations under the Subsidy Control Act or its international obligations in respect of subsidies.
- 15.2. The Grant Recipient will maintain appropriate records of compliance with the relevant subsidy control regime and will take all reasonable steps to assist the Authority to comply with the same and respond to any proceedings or investigation(s) into the Funded Activities by any relevant court or tribunal of relevant jurisdiction or regulatory body.
- 15.3. The Grant Recipient acknowledges and represents that the Grant is being awarded on the basis that the Funded Activities being undertaken using the Grant do not affect trade in goods and wholesale electricity between Northern Ireland and the European Union and shall ensure that the Grant is not used in way that affects any such trade.

## **16. INTELLECTUAL PROPERTY RIGHTS**

- 16.1. Intellectual Property in all IPR Material will be the property of the Grant Recipient. Other than as expressly set out in these Conditions, neither Party will have any right

to use any of the other Party's names, logos or trade marks on any of its products or services without the other Party's prior written consent.

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

## **17. ENVIRONMENTAL REQUIREMENTS**

- 17.1. The Grant Recipient shall perform the Funded Activities at all times in compliance with the United Kingdom Forestry Standard (UKFS).
- 17.2. The Grant Recipient shall perform the Funded Activities in accordance with the Authority's environmental policy, which is to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.
- 17.3. The Grant Recipient shall pay due regard to the use of recycled products, so long as they are not detrimental to the provision of the Funded Activities or the environment, to include the use of all packaging, which should be capable of recovery for re-use or recycling.
- 17.4. The Grant Recipient shall take all possible precautions to ensure that any equipment and materials used in the provision of the Funded Activities do not contain chlorofluorocarbons, halons or any other damaging substances, unless unavoidable, in which case the Authority shall be notified in advance of their use. The Grant Recipient shall endeavour to reduce fuel emissions wherever possible.
- 17.5. Except where the Authority has approved in writing an exemption, if applicable to the Grant Recipient based on the date of submission of their EWCO Application Form (see EWCO Grant Manual), the Grant Recipient shall only source and plant stock from nurseries who can provide evidence that they meet the requirements set out in the Plant Health Management Standard, which is available at <https://planthealthy.org.uk/>.

## 18. ASSETS – NOT USED

## 19. INSURANCE

- 19.1. The Grant Recipient will during the term of the Funding Period and for five (5) 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 any claims or demands which may be brought or made against it by any person suffering any injury damage or loss in connection with the Funded Activities or the Grant Funding Agreement.
- 19.2. The Grant Recipient will upon request produce to the Authority its policy or policies of insurance or where this is not possible, a certificate of insurance issued by the Grant Recipient's insurance brokers confirming the insurances are in full force and effect together with confirmation that the relevant premiums have been paid.
- 19.3. Where the Grant Recipient receives more than fifty per cent of the Grant Recipient's total income from public funds, the Grant Recipient will notify the Authority. The Authority will review the nature of the control of Grant Recipient's organisation to determine any resulting requirement for reclassification which may in turn change the insurance requirements under the Grant Funding Agreement.

## 20. ASSIGNMENT, SUCCESSION And NOVATION

- 20.1. The Grant Recipient will not transfer, assign, novate or otherwise dispose of the whole or any part of the Grant Funding Agreement or any rights under it, to another organisation or individual, without the Authority's prior written approval.
- 20.2. The Grant Recipient shall notify the Authority if there is a change affecting any part of the Land which could prejudice the carrying out of the Funded Activities, including (without limitation) changes to any lease or tenancy, grant of a new leasehold interest over the whole or part of such Land, permanent boundary changes, grant of a licence or any contractual interest in the Land, acquisition of any new land or a Succession ("**Notifiable Change**") no later than three (3) months of the Notifiable Change taking place.
- 20.3. With the prior written agreement of the Authority and at its sole discretion, the Grant Recipient may novate this Grant Funding Agreement to a Successor pursuant to a Novation Agreement (Novation), within twelve (12) months of completion of a Succession, such Novation at all times to be subject to paragraph 26. The Grant Recipient acknowledges and agrees that if a Succession occurs and a Novation Agreement executed by the Grant Recipient and the Successor is not received by the Authorised Representative on or before twelve (12) months after the Succession for any reason, the Authority may exercise its discretion to recover the full amount of the Grant and any other sums actually received by the Grant Recipient pursuant

to this Agreement and to terminate this Agreement in accordance with paragraph 26.

20.4. The Authority's form of Novation Agreement shall be used for any Novation of this Grant Funding Agreement.

20.5. From and including the date of the Novation, the Grant Recipient agrees that it shall not be entitled to any further Grant on areas of Land subject to the novation under the terms of this Grant Funding Agreement; and if a breach of any requirement of this paragraph occurs, the Authority may exercise its discretion to recover from the Grant Recipient the full sums Grant received by the Grant Recipient pursuant to the terms of this Grant Funding Agreement and to terminate this Grant Funding Agreement in accordance with paragraph 26.

## **21. SPENDING CONTROLS – MARKETING, ADVERTISING, COMMUNICATIONS AND CONSULTANCY - NOT USED**

## **22. LOSSES, GIFTS AND SPECIAL PAYMENTS**

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

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

in connection with this Grant Funding Agreement.

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

## **23. BORROWING**

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

- 23.1.1. borrowing or lending money from any source in connection with the Grant Funding Agreement; and
- 23.1.2. giving any guarantee, indemnities or letters of comfort that relate to the Grant Funding Agreement, or have any impact on the Grant Recipient's ability to deliver the Funded Activities set out in the Grant Funding Agreement.

## **24. PUBLICITY**

- 24.1. The Grant Recipient gives 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 paragraph 7.2 of these Conditions.
- 24.2. The Grant Recipient will comply with all reasonable requests from the Authority to facilitate visits, provide reports, statistics, photographs and case studies that will assist the Authority in its promotional and fundraising activities relating to the Funded Activities.
- 24.3. The Authority consents to the Grant Recipient carrying out any reasonable publicity about the Grant and the Funded Activities as required, from time to time.
- 24.4. Any publicity material for the Funded Activities must refer to the programme under which the Grant was awarded and must feature the Authority's logo. If a Third Party wishes to use the Authority's logo, the Grant Recipient must first seek permission from the Authority.
- 24.5. The Grant Recipient will acknowledge the support of the Authority in any materials that refer to the Funded Activities and in any written or spoken public presentations about the Funded Activities. Such acknowledgements (where appropriate or as requested by the Authority) will include the Authority's name and logo (or any future name or logo adopted by the Authority) using the templates provided by the Authority from time to time.
- 24.6. In using the Authority's name and logo, the Grant Recipient will comply with all reasonable branding guidelines issued by the Authority from time to time.

## **25. CHANGES TO THE AUTHORITY'S REQUIREMENTS**

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

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

### **Events of Default**

- 26.1. The Authority may exercise its rights set out in paragraph 26.3 if any of the following events occur:

- 26.1.1. the Grant Recipient uses the Grant for a purpose other than the Funded Activities;
- 26.1.2. the Grant Recipient fails to comply with its obligations under the Grant Funding Agreement, which is material in the opinion of the Authority;
- 26.1.3. where delivery of the Funded Activities does not occur within the financial year within which the Grant Recipient is due to claim payment and the Grant Recipient fails to provide the Authority with a satisfactory explanation for the delay, or failed to agree a new date on which the Funded Activities shall start with the Authority;
- 26.1.4. the Grant Recipient uses the Grant for Ineligible Expenditure;
- 26.1.5. the Grant Recipient fails, in the Authority's opinion, to make satisfactory progress with the Funded Activities and in particular, with meeting the Agreed Outputs set out in the Application Form;
- 26.1.6. the Grant Recipient fails to:
  - 26.1.6.1 submit an adequate Remedial Action Plan to the Authority following a request by the Authority pursuant to paragraph 8.68.4; or
  - 26.1.6.2 improve delivery of the Funded Activities in accordance with the Remedial Action Plan approved by the Authority;
- 26.1.7. the Grant Recipient is, in the opinion of the Authority, delivering the Funded Activities in breach of their agreement (in this context 'in breach' includes but is not limited to failing to prevent or report actual or anticipated fraud or corruption);
- 26.1.8. the Grant Recipient fails to declare Duplicate Funding;
- 26.1.9. the Grant Recipient receives funding from a Third Party which, in the opinion of the Authority, undertakes activities that are likely to bring the reputation of the Funded Activities or the Authority into disrepute;
- 26.1.10. the Grant Recipient provides the Authority with any materially misleading or inaccurate information and/or any of the information provided in their grant application or in any subsequent supporting correspondence is found to be incorrect or incomplete to an extent which the Authority considers to be significant;
- 26.1.11. 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;



- 26.1.12. the Authority determines (acting reasonably) that the Grant Recipient or any of its Representatives has:
- (a) acted dishonestly or in breach of their agreement at any time during the term of the Grant Funding Agreement and to the detriment of the Authority; or
  - (b) 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;
  - (c) transferred, assigns or novates the Grant to any Third Party without the Authority's consent;
  - (d) failed to act in accordance with the Law; howsoever arising, including incurring expenditure on unlawful activities;
- 26.1.13. the Grant Recipient ceases to operate for any reason, or it passes a resolution (or any court of competent jurisdiction makes an order) that it be wound up or dissolved (other than for the purpose of a bona fide and solvent reconstruction or amalgamation;
- 26.1.14. the Grant Recipient becomes insolvent as defined by section 123 of the Insolvency Act 1986, or it is declared bankrupt, or it is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors, or it is unable to pay its debts as they fall due;
- 26.1.15. the European Commission or the Court of Justice of the European Union requires any Grant paid to be recovered by reason of a breach of State Aid Law through its application under Article 10 of the Northern Ireland Protocol;
- 26.1.16. 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;
- 26.1.17. the Grant Recipient breaches the Code of Conduct and/or fails to report an actual or suspected breach of the Code of Conduct by the Grant Recipient or its Representatives in accordance with paragraph 8.105;
- 26.1.18. the Grant Recipient breaches any of the Conditions under paragraph 20 regarding Assignment, Succession/Novation and Notifiable Changes;
- 26.1.19. if in the opinion of the Authority, the Land subject of the Funded Activities have not achieved Tree Establishment by the end of the Obligation Period;
- 26.1.20. the Grant Recipient undergoes a Change of Control which the Authority, acting reasonably, considers:



- (i) will be materially detrimental to the Funded Activities and/or;
- (ii) the new body corporate cannot continue to receive the Grant because they do not meet the Eligibility Criteria used to award the Grant to the Grant Recipient;
- (iii) the Authority believes that the Change of Control would raise national security concerns and/or;
- (iv) the new body corporate intends to make fundamental change(s) to the purpose for which the Grant was given.

26.2. Where the Authority determines that an Event of Default has or may have occurred, the Authority shall notify the Grant Recipient to that effect in writing, setting out any relevant details, of the failure to comply with these Conditions or pertaining the Event of Default, and details of any action that the Authority intends to take or has taken.

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

26.3. Where, the Authority determines that an Event of Default has or may have occurred, the Authority shall take any one or more of the following actions:

- 26.3.1. suspend or terminate the payment of Grant for such period as the Authority shall determine; and/or
- 26.3.2. reduce the Maximum Sum in which case the payment of Grant shall thereafter be made in accordance with the reduction and notified to the Grant Recipient; and/or
- 26.3.3. require the Grant Recipient to repay the Authority the whole or any part of the amount of Grant previously paid to the Grant Recipient. Such sums shall be recovered as a civil debt; and/or
- 26.3.4. give the Grant Recipient an opportunity to remedy the Event of Default (if remediable) in accordance with the procedure set out in paragraphs 8.72 to 8.78;
- 26.3.5. terminate the Grant Funding Agreement.

26.4. If any sum becomes repayable under paragraph 26 of the Grant Funding Agreement, it shall be treated as a debt owing by the Grant Recipient to the Authority until such time as the outstanding amount is repaid. A recovery order will be issued to the Grant Recipient specifying the amount to be repaid and the date by which repayment must be made.

26.5. If the Grant Recipient fails to make a repayment within 60 days of the date of the relevant recovery order, the Authority reserves the right to charge interest on the outstanding debt at a daily rate equivalent to the Bank of England base rate plus 1%.

26.6. Where any sum is repayable under the Grant Funding Agreement and the Grant Recipient has failed to repay the outstanding amount within the period specified in the recovery order, the Authority reserves the right, at its absolute discretion, to deduct the outstanding debt from future payments due to the Grant Recipient under this Grant Funding Agreement and any other agreement the Authority may have with the Grant Recipient, or to terminate the Grant Funding Agreement in accordance with 26.3.5.

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

26.7. Where the Grant Recipient is provided with an opportunity to submit a draft Remedial Action Plan in accordance with paragraph 8.68.4, the draft Remedial Action Plan shall be submitted to the Authority for approval, within fifteen (15) Working Days of the Grant Recipient receiving notice from the Authority.

26.8. The draft Remedial Action Plan shall set out:

26.8.1. full details of the Event of Default; and

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

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

26.10. The Authority shall have the right to accept or reject the draft Remedial Action Plan. If the Authority rejects the draft Remedial Action Plan, the Authority shall confirm, in writing, the reasons why they have rejected the draft Remedial Action Plan and will confirm whether the Grant Recipient is required to submit an amended Remedial Action Plan to the Authority.

26.11. If the Authority directs the Grant Recipient to submit an amended draft Remedial Action Plan, the Parties shall agree a timescale for the Grant Recipient to amend the draft Remedial Action Plan to take into account the Authority's comments.

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

26.13. The Authority shall not by reason of the occurrence of an Event of Default which is, in the opinion of the Authority, capable of remedy, exercise its rights under either paragraph 8.68.3 or 8.68.4 unless the Grant Recipient has failed to rectify the default to the reasonable satisfaction of the Authority.

### **General Termination rights – Termination for Convenience**

- 26.14. Notwithstanding the Authority's right to terminate the Grant Funding Agreement pursuant to paragraph 26.3 above, the Authority may terminate the Grant Funding Agreement at any time by giving at least three (3) months written notice to the Grant Recipient.
- 26.15. The Grant Recipient may terminate the Grant Funding Agreement in the case that the land subject of the Funded Activities is to be governed by the Environment Land Management Scheme and in such case, the Authority will not seek to reclaim sums provided to the Grant Recipient under this Grant Funding Agreement.
- 26.16. In all other cases if the Grant Recipient seeks to terminate or withdraw from this Grant Funding Agreement without fulfilling its obligations thereunder, or without novating this Grant Funding Agreement to a Successor in accordance with paragraph 20, the Authority reserves its legal rights and its right to seek to reclaim all sums provided to the Grant Recipient under this Grant Funding Agreement.
- 26.17. If the Authority terminates the Grant Funding Agreement in accordance with paragraph 26.3 the Authority may choose to pay the Grant Recipient's reasonable costs in respect of the delivery of the Funded Activities performed up to the termination date. Reasonable costs will be identified by the Grant Recipient and will be subject to the Grant Recipient demonstrating that they have taken adequate steps to mitigate their costs. For the avoidance of doubt, the amount of reasonable costs payable will be determined solely by the Authority.
- 26.18. 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.
- 26.19. Expiry or termination of the Grant Funding Agreement shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of expiry or termination which existed at or before the date of expiry or termination.

### **Change of Control**

- 26.20. The Grant Recipient shall notify the Authority immediately in writing and as soon as the Grant Recipient is aware (or ought reasonably to be aware) that it is anticipating, undergoing, undergoes or has undergone a Change of Control, any in any case within 30 days of completion of the Change of Control, provided such notification does not contravene any Law.
- 26.21. The Grant Recipient shall ensure that any notification made pursuant to paragraph 26.20 shall set out full details of the Change of Control including the circumstances suggesting and/or explaining the Change of Control.
- 26.22. Where the Grant Recipient has been awarded to a consortium and the Grant Recipient has entered into a collaboration agreement, the notification required under paragraph 8.85 shall include any changes to the consortium members as well as the lead Grant Recipient.

26.23. Following notification of a Change of Control the Authority shall be entitled to exercise its rights under paragraph 26.1 and 26.3 of these Conditions and will provide the Grant Recipient with notification of its proposed action in writing within three (3) months of:

- 26.23.1. being notified in writing that a Change of Control is anticipated or is in contemplation or has occurred; or
- 26.23.2. where no notification has been made, the date that the Authority becomes aware that a Change of Control is anticipated or is in contemplation or has occurred.

26.24. The Authority shall not be entitled to terminate this Grant Funding Agreement where an approval for the Change of Control was granted by the Authority to the Grant Recipient prior to the Change of Control.

## **27. EXIT PLAN – NOT USED**

## **28. VARIATION**

28.1. The Authority reserves the right to vary or amend this Grant Funding Agreement, the amount of Grant funding and its Conditions. Any variation will be effected in writing and notified to the Grant Recipient in advance. The Authority shall endeavour to give such notice as is reasonable and proportionate, having regard to the nature of the variation and its consequences to the Grant Recipient.

## **29. SEVERABILITY**

29.1. If any term, condition or provision of the Grant Funding Agreement is held to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will not affect the validity, legality and enforceability of the other provisions or any other documents referred to in the Grant Funding Agreement.

## **30. FORCE MAJEURE**

30.1. If the Grant Recipient is prevented from complying with its obligations under the Grant Funding Agreement due to force majeure or exceptional circumstances, the Authority must be notified in writing, within forty (40) Working Days from the date on which the Grant Recipient (or any person authorised to act on behalf of the Grant Recipient) is in a position to do so.

30.2. Force majeure or exceptional circumstances may include:

- 30.2.1. the Grant Recipient's death or long-term professional incapacity;
- 30.2.2. a severe natural disaster gravely affecting the Land;

- 30.2.3. the accidental destruction of livestock buildings on the Land;
- 30.2.4. an epizootic or a plant disease affecting part or all of the Grant Recipient's crops, trees or livestock; or
- 30.2.5. expropriation of all or a large part of the Land (provided that the expropriation could not have been anticipated at the time the application for funding was made).

30.3. The Authority will consider the facts on a case-by-case basis in deciding whether or not the Grant Recipient is relieved of all or part of its obligations under the Grant Funding Agreement and whether all or part of the Grant should be suspended or repaid, due to force majeure or exceptional circumstances under this paragraph.

### **31. WAIVER**

31.1. No failure or delay by either Party to exercise any right or remedy under the Grant Funding Agreement shall be construed as a waiver of any other right or remedy.

### **32. DISPUTE RESOLUTION**

32.1. The Parties will use all reasonable endeavours to negotiate in good faith, and settle amicably, any dispute that arises during the continuance of the Grant Funding Agreement.

32.2. All disputes and complaints (except for those which relate to the Authority's right to withhold funds or terminate the Grant Funding Agreement) shall be referred in the first instance to the Parties Representatives.

32.3. If the dispute cannot be resolved between the Parties Representatives within a maximum of 30 days, it shall be resolved according to the Authority's actions complaint procedure which is set out here: <https://www.gov.uk/government/organisations/forestry-commission/about/complaints-procedure>. Information on this process can also be obtained from: The Executive Office, England National Office, 620 Bristol Business Park, Coldharbour Lane, Bristol, BS16 1EJ. Tel: 0300 067 4000 or by email at [nationalenquiries@forestrycommission.gov.uk](mailto:nationalenquiries@forestrycommission.gov.uk).

### **33. LIMITATION OF LIABILITY**

33.1. 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 shall 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.

33.2. Subject to this paragraph 33, the Authority's liability under this Grant Funding Agreement is limited to the amount of Grant outstanding.

33.3. The Grant Funding Agreement shall not create any partnership or joint venture between the Authority and the Grant Recipient, nor any relationship of principal and agent, nor authorise any party to make or enter into any commitments for or on behalf of the other party.

#### **34. VAT**

34.1. If VAT is held to be chargeable in respect of the Grant Funding Agreement, all payments shall be deemed to be inclusive of all VAT and the Authority shall not be obliged to pay any additional amount by way of VAT.

34.2. All sums or other consideration payable to or provided by the Grant Recipient to the Authority at any time shall be deemed to be exclusive of all VAT payable and where any such sums become payable or due or other consideration is provided, the Grant Recipient shall at the same time or as the case may be on demand by HMRC in addition to such sums, or other consideration, pay to HMRC all the VAT so payable upon the receipt of a valid VAT invoice.

#### **35. CODE OF CONDUCT FOR GRANT RECIPIENTS**

35.1. 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.

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

35.3. 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 paragraph 8.66.17.

#### **36. NOTICES**

36.1. All notices and other communications in relation to this Grant Funding Agreement shall be in writing and shall be deemed to have been duly given if personally delivered, e-mailed, or mailed (first class postage prepaid) to the address of the relevant party, as referred to in the Application Form or otherwise notified in writing.

All notices and other communications must be marked for the attention of the contact specified in the Application Form. If personally delivered or if e-mailed all such communications shall be deemed to have been given when received (except that if received on a non-working day or after 5.00 pm on any Working Day they shall be deemed received on the next Working Day) and if mailed all such communications shall be deemed to have been given and received on the second Working Day following such mailing.

### **37. GOVERNING LAW**

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

## ANNEX 1 – EWCO Grant Manual

Subject to clause 2.4 of the Grant Funding Agreement, the England Woodland Creation Offer Grant Manual ("[EWCO Grant Manual](#)") full terms and conditions shall apply to this Grant Funding Agreement.



## ANNEX 2 – The Funded Activities

### 1. Background and purpose of the Grant

- 1.1. Trees are one of the simplest, most cost-effective means of capturing and locking up carbon and have a key role to play in delivering the carbon targets for the land use sector, but current tree planting rates are insufficient to achieve the level of contribution needed from these nature-based solutions. As a result, the Government have committed to increase tree planting across the UK to contribute towards achieving 17.5% tree cover across England and meeting the UK's status as carbon Net Zero by 2050. This commitment also provides an opportunity to support nature recovery to help address the biodiversity crisis, with the 25 Year Environment Plan noting that trees are integral to nature recovery at a landscape level. This grant, the England Woodland Creation Offer (EWCO), will support woodland creation to meet these goals and be a key contributor to achieving the target of increasing annual planting rates in England.
- 1.2. EWCO addresses this by providing a diverse and attractive England-wide offer for woodland creation that supports land managers with the capital and maintenance costs of woodland establishment and payments that recognise the public benefits new woodlands in the right location and which have the right design will provide.
- 1.3. All grant agreements under EWCO will deliver the overall objectives of woodland expansion for carbon sequestration. In addition, EWCO will incentivise the creation of woodland designed and located to deliver specific public benefits.
- 1.4. The specific objectives of each grant will be detailed in the Application Form which sets out for each grant the following:
  - *WCP 1 – Outline "What is the long-term vision for the new woodland?"* – this will set out the long-term outcome.
  - *WCP 2 - Objectives & Threats "Woodland Creation Objective"* - this will set out the objectives for the woodland.
  - *Composition & Additional Contributions* - this will set out the Additional Contributions that the agreement includes and therefore the specific public benefits the woodland will provide due to its design and location.

### 2. Funded Activities

2.1 EWCO will fund the following items and activities for creation of woodland, paid for as **Standard Cost items**:

- Ground preparation for the planting of trees, or to aid Natural Colonisation;
- The planting and protection of young trees;
- The installation or improvement of appropriate boundaries, boundary features, gates for the protection of young trees and to enable access;

- The management of vegetation to prepare the land for planting or aid the establishment of young trees;
- The installation of leaky woody dams, where appropriate.

Standard Costs have been defined for these items and activities, as detailed in the EWCO Grant Manual (see Annex 1). The full Standard Cost of these items and activities will be funded by the Authority (100% Intervention Rate).

However, Grant funding for the Standard Cost Items is subject to an overall cap that limits the amount that will be paid to any Grant Recipient. The cap is taken as an average per hectare across the whole Land subject of the Grant Recipient's application. The maximum payment cap is £10,200 per hectare, the minimum payment cap is £2,500 per hectare.

2.2 EWCO will make available funds for the maintenance of the Woodland payable as **Maintenance Payments**, as set out below:

- Pursuant to the further special Conditions at Annex 2c, as a condition of the Grant Funding Agreement, the Grant Recipient is required to maintain the Woodland or the conditions of the Land that will enable Natural Colonisation, in each case towards Tree Establishment, during the Obligation Period, i.e., for fifteen (15) years from the date the final Capital Payment is made to the Grant Recipient under this Grant. Maintenance prescriptions covering both Tree Establishment methods are given in the EWCO Grant Manual.
- The Grant Recipient is not obliged to apply for or receive Grant Funding in respect of such maintenance. However, the Authority will make funds available to the Grant Recipient as Maintenance Payments, for the maintenance of Woodland after tree planting, and or the maintenance of conditions of the Land that will enable Natural Colonisation, in each case towards Tree Establishment, for the Obligation Period.

2.3 EWCO will make payments to Grant Recipients, payable as **Additional Contributions**, for activities that meet the following additional Eligibility Criteria that apply only in respect of this paragraph 2.3 of Annex 2:

- Additional Contributions are available where the Authority determines in its sole discretion that the Woodland Creation will deliver specific public benefits based on its location and design. The location and design requirements for the Additional Contributions require the Grant Recipient to meet the minimum requirements and guidelines of the UK Forestry Standard, along with those for the relevant Additional Contributions in the EWCO Grant Manual.
- A Grant Recipient can apply for multiple Additional Contributions under this paragraph 2.3.

- Additional Contributions are only available to Grant Recipients at the point of application. Any new Additional Contribution that is added to EWCO would not apply to a Grant Funding Agreement which commenced, prior to the introduction of the new Additional Contribution.
- The Authority has sole discretion to evaluate a proposal under this paragraph 2.3 for Additional Contributions.

2.4 EWCO will make funding available towards a Grant Recipient's actual costs for specified items and activities on an **Actual Cost** Item basis, subject to the below and Intervention Rates:

- For all Actual Cost Items, three independent and valid quotes for the work must be obtained by the Grant Recipient and submitted to the Authority, and the Authority in its sole discretion will select the most appropriate quote.
- "Woodland Infrastructure" makes woodlands more accessible through the construction of new roads or the upgrading of existing tracks/infrastructure, allowing for effective woodland management.
- A 40% Intervention Rate will apply for Woodland Infrastructure (capped at 10% of the total capital cost of the entire Grant proposal for Woodland Creation or 5% of remaining scheme funds (whichever is lower).
- "Recreational Infrastructure" items include footpaths, gates, waymarkers, interpretation boards, picnic benches, footbridges, steps, ramps, small carparks and the signage displayed to promote permissive access agreed with the Authority.
- A 100% Intervention Rate will apply for Recreational Infrastructure (capped at 10% of the total capital cost of the entire Grant proposal for Woodland Creation or 5% of remaining scheme funds (whichever is lower). The Grant Recipient will not be able to charge for the use of any Recreational Infrastructure.

2.5 EWCO will make an additional payment to Grant Recipients, payable as a **Low Sensitivity Land Payment**, for proposals within a Low Sensitivity Area for Woodland Creation, subject to the below:

- The Low Sensitivity Land Payment is available where the Authority determines in its sole discretion that the Woodland Creation falls within a low sensitivity area for woodland creation.

- The Low Sensitivity Land Payment is available to Grant Recipients based on the date of submission of their EWCO Application Form (see EWCO Grant Manual).

## ANNEX 2A – Special Definitions and Interpretations Applicable to EWCO

Where they appear in these Conditions:

**Access Map** means a map showing the routes where Permissive Access by foot will be permitted and where signage will be installed which confirm the Permissive Access and any date on which the access may be suspended. The Access Map will be submitted with any application for the Access Additional Contribution and will be included in the Agreement Map(s) that form part of the Grant Funding Agreement.

**Access Period** means the period of time over which Permissive Access on foot must be maintained across the Woodland. Such period will run for thirty (30) years from the date of the final Capital Payment under the Grant. The Access Period is only applicable to Grant Funding Agreements where either:

- Grant Funding has been made for Recreational Access, or;
- Grant Funding has been awarded on land owned by a public body unless there is a dedicated right of access already in place on the land.

**Actual Costs** means the actual costs of items subject of the Funded Activities (**Actual Cost Items**), as determined in accordance with Annex 2.

**Additional Contributions** means further grant payments eligible to the Grant Recipient where the Authority in its sole discretion evaluates and determines that the location and design of the Woodland will deliver specific public benefits.

**Agreement Map** means the final application map(s) submitted to the Authority and sent to the Grant Recipient with the Grant Funding Agreement. If the Grant Recipient submits key information on more than one map, then more than one map will be an Agreement Map; in particular, if the Grant Recipient is required to produce an Access Map, this will become an Agreement Map.

**Biosecure Planting Stock** means plants and trees sourced from nurseries who provide evidence that they meet the requirements set out in the [Plant Health Management Standard](#). The evidence should be provided in one of two forms:

- Current membership of the [Plant Healthy Certification Scheme](#) (Certification Number) or have officially applied to become certified. For nurseries who are not current members of Plant Healthy certification should be achieved within 12 months.
- Successful [Ready to Plant](#) assessment reference number associated with the Grant Funding Agreement number.

**Capital Items** means the items and activities (either Standard Cost Items or Actual Cost Items) subject of the Funded Activities the Grant Recipient is required to carry out, as set out in the Grant Funding Agreement (and shown for illustrative purposes on the Agreement Map attached to the Application Form).

**Capital Payments** means Grant Funding payments for items and activities that are paid for as Standard Cost Items or Actual Cost Items, or Additional Contributions.

**Infrastructure** means various types of infrastructure installed to enable the current and future management of the Woodland (Woodland Infrastructure) or to permit Recreational Access to the Woodland (Recreational Infrastructure). Examples of such Infrastructure items appear in Annex 2.

**Intervention Rate** means the proportion of Actual Costs or Standard Costs the Authority will pay.

**Low Sensitivity Area** means an area where, in the Authority's sole discretion, there are likely to be fewer sensitivities or constraints to Woodland Creation. They can be viewed using the 'England Woodland Creation Low Sensitivity Map version 4.0' layer on the [Land Information Search \(LIS\)](#).

**Natural Colonisation** means the process by which plants and woodlands are allowed to establish from seeds dispersed naturally from local sources.

**Permissive Access** means access on foot along the routes set out on the Access Map throughout the Access Period. This will be supported by clear information showing the routes of Permissive Access for which signage must be provided using signs approved by the Authority. The signs will be maintained and replaced as necessary. Permissive Access may be closed ten days a year and the signage will confirm the closure dates. The routes of Permissive Access and the location of the signs will be shown on the Access Map. Routes must ensure access across the entire Woodland and be managed where necessary to enable public access on foot.

**Public body** means a formally established organisation that is publicly funded to deliver a public or government service. The term refers to a wide range of public sector entities and where entities' classification is unclear Cabinet office guidance on the [Classification of public bodies](#) will be used to determine its status

**Recreational Access** means public access to the Woodland, including for general recreational purposes.

**Recreational Infrastructure** means works undertaken to install access points and footpaths to support Permissive Access across the Woodland on foot, with examples included in Annex 2.

**Standard Costs** means the costs identified and set by the Authority for Capital Items subject of the Funded Activities (**Standard Cost Items**), based on the national averages for those items.

**Riparian Buffer** means trees that are planted between agricultural land and watercourses such as streams, rivers and lakes to act as buffers to protect the water quality.

**Shelterbelt (windbreak)** means trees that are planted in a linear format on the edge of a field to reduce wind speed, protect crops and livestock and reduce erosion.

**Stage 1 Checklist** means a checklist which must be approved by the Authority in accordance with an associated Woodland Creation Planning Grant. This supports a desk-based review into the key features and constraints affecting the Woodland design and presentation of key features in a map or maps.

**United Kingdom Forestry Standard (UKFS)** means the reference standard for sustainable forest management in the UK. It outlines the context for forestry, sets out the approach of the UK governments to sustainable forest management, defines standards and requirements, and provides a basis for regulation and monitoring – including national and international reporting.

**Woodland Creation Planning Grant** means a separate grant funded under the Forestry Innovation Fund or the Nature for Climate Fund that supports the production of a UK Forestry Standard compliant Woodland Creation Design Plan.

**Woodland Infrastructure** means infrastructure that makes woodland more accessible through the construction of new roads or the upgrading of existing tracks/infrastructure, allowing for effective woodland management. Examples are included in Annex 2.



## ANNEX 2B – Grant Funding Period

- 1.1. With respect to Capital Payments the Grant Funding Period shall expire on the End of Capital Funding Date, or earlier if the Grant Recipient completes the Funded Activities before such date.
- 1.2. With respect to Maintenance Payments the Grant Funding Period shall expire a maximum of fifteen (15) years from the date of the final Capital Payment to the Grant Recipient under this Grant, in line with the Obligation Period.

## ANNEX 2C – Special Conditions and Eligibility Criteria Relevant to EWCO Grant

- 1.1. The Grant Recipient shall comply with any and all Site-Specific Conditions set by the Authority, including by Woodland Officers, specific to the Land or Woodland subject of the Funded Activities.
- 1.2. The Parties may agree to extend the agreement's End of Capital Funding Date. The Authority reserves the right not to allow delays. The Party requesting the extension must make their request in writing, no less than one (1) month before the expiry of the Grant Funding Agreement. The extension shall only take effect once it has been confirmed in writing by the Authority.
- 1.3. The Grant Recipient acknowledges and agrees that if the Woodland does not achieve Tree Establishment by the expiry of the Obligation Period, the Authority reserves its right to reclaim all sums made to the Grant Recipient under the Grant pursuant to paragraph 26. The Grant Recipient acknowledges and agrees that conversion to another land use after planting of Woodland may be subject to the Environment Impact Assessment Regulations (Forestry) (England and Wales) Regulations 1999 and Forestry Act 1967, as amended, as deforestation and that the current policy in England is that conversion of woodland and forest to other land uses shall not occur except in exceptional circumstances.
- 1.4. The Grant Recipient acknowledges and agrees that the following additional Eligibility Criteria apply to this Grant Funding Agreement:
  - 1.4.1. the total gross area of Land subject of the Grant is solely within England, even if the Grant Recipient's initial or wider application included land outside of England. Any part of the Grant Recipient's application that is for land not within England is not eligible for funding under the Grant Funding Agreement;
  - 1.4.2. the total gross area of proposed woodland creation is at least one (1) hectare, with woodland blocks being no less than 0.1 hectare in size or 20 metres in width. The minimum width is reduced to 10 metres for Shelterbelts and Riparian Buffers;
  - 1.4.3. the stocking density of the Woodland should be sufficient to establish at least 20% canopy cover over the gross area.
  - 1.4.4. the Land subject of the Grant is not subject to grant funding from other sources for the Funded Activities at the time of the Commencement Date;
  - 1.4.5. the Grant Recipient's proposal to plant trees is not a requirement to mitigate the impacts of development under a planning consent;
  - 1.4.6. the Land subject of the Grant is Eligible Land and that there are no legal or other restrictions affecting the Eligible Land which prevent the completion of the Funded Activities; and
  - 1.4.7. the Grant Recipient has one of the following:

- (a) A completed Woodland Creation Planning Grant (WCPG) Stage 1 Checklist – approved by the Authority – and supporting documents including at least one map showing the constraints that apply to creation of woodland at the site;
  - (b) A draft or completed Woodland Creation design plan that complies with the current UK Forestry Standard; or
  - (c) Under the Environmental Impact Assessment (EIA) Regulations, the Authority has given either a screening decision that the Grant Recipient’s proposal does not require an EIA, or consent if an EIA was needed.
- 1.5. The Authority reserves the right to carry out inspections of the Land at any time to observe the presence, condition and where appropriate growth of direct planting as well as Natural Colonisation, and to check that conditions across the Land remain suitable for Tree Establishment and ensure any capital items are in place and being maintained at any time during the Funding and Obligation Periods. The results of this inspection may lead the Authority to exercise its rights set out in paragraph 26.3 and extend the period for payment in paragraph 4.9.
- 1.6. The Authority reserves the right to carry out in situ visits to the Land at any time during the Obligation Period to ensure any capital items are in place. The results of an in-situ visit may lead the Authority to exercise its rights set out in paragraph 26.3 and extend the period for payment in paragraph 4.9.
- 1.7. Where the Additional Contribution for recreational access is paid, Grant Recipients must erect signage at the access points that makes it clear people are able to access the site on foot. Grant Recipients will also need to agree to the inclusion of the site in publicly available information on land that has public access, for example on the internet and in registers of land where access is permitted.

## ANNEX 2D – Obligation Period

- 1.1. For a period of fifteen (15) years from the date the final Capital Payment is made by the Authority to the Grant Recipient under this Grant Funding Agreement, the Grant Recipient shall use reasonable endeavours to maintain the Woodland after planting trees, and/or to maintain the conditions of the Land that will enable Natural Colonisation, in either case to achieve Tree Establishment. Full guidance and standards are set out in the EWCO Grant Manual.
- 1.2. As a condition of the Grant Funding Agreement, the Grant Recipient is required to maintain the Woodland for the Obligation Period, but the Grant Recipient is not obliged to apply for or receive Grant Funding in respect of such maintenance.
- 1.3. The Grant Recipient acknowledges and agrees that if the Tree Establishment is not achieved by the end of the Obligation Period, the Authority reserves the right to reclaim any Grant Funding provided pursuant to paragraph 26. The Grant Recipient acknowledges and agrees that conversion of the Woodland to another land use after planting may be subject to the Environment Impact Assessment Regulations (Forestry) (England and Wales) Regulations 1999 and Forestry Act 1967, as amended, as deforestation, and that the current policy in England is that conversion of woodland or forest to other land uses shall not occur except in exceptional circumstances.