

## Darwin Plus Local – Award paperwork and Summary of Grant Terms and Conditions

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| <b>Project Reference</b>           | This is unique to your project and <b>should be used on all correspondence</b> so we can identify the project you are referring to. The reference will start DPL and will be different to your application number.   |
| <b>Award letter</b>                | This is tailored to your project and includes specific details to be agreed including the project title, the total award amount, the start and end date of your project. It also contains contact details for the Award Administrators as well as your own contact details which you should check are correct.<br><br>A summary of the Terms and Conditions annexed to this document is provided below, but it is best practice to read all materials before signing documents. The summary is not exhaustive and the full Terms and Conditions apply to your award. |
| <b>Grant Acceptance Form (GAF)</b> | A template of this document will appear in the Award Letter, but a prefilled second document will be sent with the Letter. This requires additional action to complete and return it. Once it is returned with the Supplier Form (see below), your project will be activated for payments.   |
|                                    | Section A confirms the project and grantee details.  |
|                                    | Section B1 confirms all the materials which are part of the award paperwork.   |
|                                    | Section B2 confirms what you are required to do during the project.  |
|                                    | Section B3 should be completed with the contact details of the person leading and managing the project.  |
|                                    | Section B4 should be completed with details of the signatories approved for submitting claim forms.  |
|                                    | Section B5 should be completed with name and contact details for the main person responsible for project finances.   |
|                                    | Section B6 sets out the agreed award total.  |
|                                    | Section B7 encourages you to consider what level of Advance you require to fund your project. You can claim up to 85% of the total award figure, but if you are not sure you will use that much, you can claim less.   |
|                                    | Section B8 draws attention to a specific Annex in the Terms and Conditions to ensure you are aware you are accepting it when you accept your award.  |
|                                    | Section B9 sets out your total award figure.   |
|                                    | Please complete the signature section with the required details. This can be signed electronically or on paper, then scanned and returned in PDF. The whole document should be returned.   |
|                                    | Section C should be completed with your bank details where the claims should be sent. Please ensure you only complete one section and provide additional routing information as necessary.   |
| <b>Supplier Form</b>               | Please complete with your bank details. This is required as a second check and should be returned with the GAF document above. We would expect all the bank details to match.  |

## Summary of Grant Terms and Conditions (T&Cs)

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| <b>Definitions</b>                          | A summary of a lot of the terms used in the T&Cs – one of the most useful parts of the document to read.   |
|   | You can only use the grant for the work outlined in your application and associated documents. If circumstances change, you must talk to us to have changes agreed.  |
|   | The budget should be spent as outlined in your application and associated documents.   |
|   | If there are significant changes to any parts of the project as agreed, please contact the Administrators for advice if it is not clear what you need to do.   |
| <b>Payments</b>                             | <p>Details of when to claim and other requirements will be set out in Schedule 2b (see Annex 1 below for a summary). The full T&amp;Cs set out requirements about your bank account and internal management of the funds noting that all payments will be in GBP and you should retain records showing the GBP values alongside any local currency used.</p> <p>Defra cannot increase an award figure once the award is accepted.</p> <p>If you do not spend all the funds awarded within the project dates, any balance will be surrendered to Defra.</p> <p>You can submit a claim, but will not be paid, in advance of the project start date. You must submit claims to receive payments.</p> <p>You are required to submit a final project claim outlining how you have spent all the award and showing any balance still to be paid.</p> |
| <b>Eligible and ineligible expenditure</b>  | There is a list of items that are acceptable for project spend, alongside a list of items that are not acceptable. Please ensure you have read this section to avoid spending funds on items that cannot be reimbursed.  |
| <b>Reporting</b>                            | You will be required to provide a final report on your project along with any supplementary materials including videos, photos or other appropriate outputs in order to provide evidence of what you have achieved.  |
| <b>Financial information</b>                | You are required to retain all information about your project for up to 7 years after the end of the project in case there are any questions about project spend. You are also required to respond to reasonable requests for information about your project, even once it has ended.  |
| <b>Legal Compliance</b>                     | You must at all times comply with all applicable legal requirements relating to anti-bribery and anti-corruption, fraud and other irregularities.  |
| <b>Confidentiality</b>                      | Defra may wish to publish information about your project but will ensure that any personal information will be removed in advance.   |
| <b>Statutory Duties and Data Protection</b> | Any legal requirements to share information about your project must be met, including those relating to Data Protection legislation  |
| <b>Intellectual Property Rights (IPR)</b>   | IPR created by the project remains your property.  |
| <b>Safeguarding</b>                         | If you are aware of a safeguarding issue you must take appropriate action as soon as is reasonable, including reporting to the contact details provided.   |
| <b>Health and Safety</b>                    | You are responsible for the health, safety and security of anyone working on the project, including partners, and any equipment purchased or used by the project. Please ensure you have appropriate insurances in place.  |

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| <b>Environmental requirements</b> | As far as possible you should aim to reduce waste and plan sustainable approaches for your project.  |
| <b>Assets</b>                     | Defra considers equipment and supplies purchased in part or fully from Defra funds as Project Assets if they have a useful life of more than one year. You must keep a record of any relevant items bought by the project and record where they are kept and what will happen to them when the project ends. This should be to ensure the work the project started is able to continue. If items are sold the funds must be returned to Defra, unless this is agreed otherwise. Relevant items include: <ul style="list-style-type: none"> <li>1) where the purchase price or development cost of an individual Asset is in excess of £1,500 or equivalent in local currency; or</li> <li>2) is a group of lower value items that are mobile and considered attractive (e.g. mobile phones, cameras, laptops, tablets, satellite phones, vehicles, food, pharmaceutical products, relief packs, etc.) with a combined purchase price or development cost in excess of £1,500 or equivalent in local currency.</li> </ul> |
| <b>Insurance</b>                  | You should ensure you have insurance relevant to the work you are doing.   |
| <b>Assignment</b>                 | You cannot assign parts of the grant to another organisation or individual unless this is part of the agreed award.  |
| <b>Publicity</b>                  | Where appropriate, you should refer to Darwin Plus Local as the source of project funding and use the Darwin Plus logo.  |
| <b>Changes to requirements</b>    | We will let you know if any reasonable changes are required by Defra during the project and you must be willing to make reasonable changes.  |
| <b>Default etc</b>                | If you do not use the grant as set out in the application and subsequent correspondence, Defra has the right to request funds to be returned. This includes the submission of claims and reporting as appropriate. You will be given time to remedy these issues, and final action will not be taken without trying to resolve the issue.  |
| <b>Dispute resolution</b>         | If an issue cannot be worked out between yourself and the grant administrators, then the issue can be referred to Defra to be resolved.  |
| <b>Liability</b>                  | You are responsible for your project and your actions running the project. Defra cannot be held responsible for your actions.  |
| <b>VAT and Taxes</b>              | You are responsible for payment of any relevant local taxes associated with your project.  |
| <b>Code of Conduct</b>            | By accepting the award, you confirm that you will follow Defra's Code of Conduct and ensure that your partners are also required to do so.   |
| <b>Governing Law</b>              | This award is governed by the law of England.  |

## **ANNEX 1 – PAYMENT SCHEDULE**

**Note: the details here are correct unless a Special Condition is noted in the Offer Letter.**

1. The Grant is payable on actual costs which you must account for at project end.
2. Advance payments will be agreed for **up to** 60% of the award, but the balance will be retained until the project has ended and provided an account of all project spend, as well as any relevant project reporting.
3. The final claim **must be submitted within 2 months of the end date of the project** but can be submitted earlier after your project has ended.
4. Payment of the final Claim depends on the submission of a satisfactory final report.
5. If a satisfactory final report is not submitted within one month of the agreed end date of the project, or a later date by specific agreement, Defra may not be able or willing to pay the final Claim.
6. Your first claim cannot be paid before your agreed start date. You can submit the claim, but it cannot be paid in advance of the agreed start date.
7. Additional information about managing finances for Biodiversity Challenge Fund grants can be found in the Financial Information Guidance available on the Darwin Plus website. The Financial requirements for Darwin Plus Local follow similar principles to the other funds.