



Department  
for Environment  
Food & Rural Affairs



# **Grant Funding Agreement for the Official Development Assistance Ocean Risk and Resilience Action Alliance Years 2-5**

**Version 2.0**

**August 2024**



Department  
for Environment  
Food & Rural Affairs

Seacole Building  
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London  
SW1P 4DF  
United Kingdom

helpline@the  
Authority.gov.uk  
[www.gov.uk/the Authority](http://www.gov.uk/the_Authority)

**Date:** 19/08/2024

**Grant Ref:** C25374

**Commercial in Confidence**

Dear

**Grant Funding Agreement for the Official Development Assistance Ocean Risk and Resilience Action Alliance Years 2-5 Project C17021 “The Grant”**

I am writing to you on behalf of the Department for Environment, Food and Rural Affairs (“Defra”, “The Authority”).

This Grant Funding Letter (Including the special conditions below), together with its Schedules and Appendices set out the terms of the grant agreement (“**Grant Funding Agreement**”) between the Authority and ORRAA Inc.

Unless the context otherwise requires, capitalised expressions used in this Grant Funding Letter have the same meanings as in the terms and conditions of this agreement.

The Authority, in exercise of its powers to make grants, given under delegated authority from the Secretary of State for Environment, Food and Rural Affairs under Section 1 of the International Development Act 2022 hereby offers Grant Funding not exceeding **£8,234,000** (inclusive of any applicable VAT) in accordance with the terms of this Grant Funding Agreement.

For the purposes of the Agreement, the Authority and the Grant Recipient agree as follows:

The Grant Period must commence on **01/07/2024** and expire on **31/03/2026**.

**Special Conditions**

**Downstream Agreements**

All Grant Funding agreement terms must be applied to any agreement(s) with Downstream Partner unless agreed in writing with the Authority.

### **Payment In Advance:**

Payment in Advance is allowed for up to 3 months' projected funding for the Grant Recipient secretariat costs and payments to Downstream Partners which is determined by the Authority as being reasonable and sufficient for the Grant Recipient to operate with liquidity and certainty of funding to support their onward funding obligations.

The Grant Recipient's liquidity situation and why it requires Payment in Advance of expenditure being incurred shall be shared with the Authority in advance and on a quarterly basis and be consistent with the milestones set out in Schedule 4. This will include the Grant Recipients expected payment milestones based on current forecasts of the Grant Recipient secretariat costs and Downstream Partner forecasted spend profiles.

Evidence requirements to support payment requests are subject to the rules set out in Section 4 and 5 of the Grant Agreement. Evidence to support claims shall include actual spend to date plus forecast spend for the coming quarter, with supporting documentation upon request.

Variations in payments will be made by the Authority where the evidence does not support payment of the full amount claimed, for example if actual spend to date is lower than was forecast when the payments were made to the Grant Recipient

Payment claims shall be submitted using the template in Schedule 7.

Payment in Advance of Need is **not allowed** under Managing Public Money and ODA Value for Money guidance.

### **Secretariat Fees:**

The offer of Grant Funding is made on the understanding that the secretariat fee, inclusive of, ORRAA Inc. overhead costs, shall not exceed of the total grant. Noting this cap and the potential for Secretariat expenditure to decrease over the lifetime of the grant, costs will be kept under review annually. A full breakdown of the secretariat costs; including but not limited to;

- Proportion of UK funding to Secretariat, as well as other contributors
- staffing,
- operations,
- travel,
- communication,
- MEL,
- ORRAA Inc. Overheads,
- relevant invoices, and

Shall be provided as part of the Annual audited account reporting in accordance with Condition

### **Sub-Contracting:**

The Grant Recipient may use the grant funding for consultants that are currently retained to support the Secretariat and shall apply the principles set out in clause 22. Provision of funding

for any new appointments of Consultants within the Secretariat is not allowed under the Grant Funding agreement.

**The address for notices of the Parties are:**

**Authority:**

Department for Environment Food & Rural Affairs, Seacole Building, 2 Marsham Street, London, SW1P 4DF

**Grant Recipient:**

Ocean Risk and Resilience Action Alliance Inc.

**Payment of Grant**

All claims must be submitted by e-mail to Defra International Sustainable Blue Finance Team, quoting the Grant Reference number above, at (or other address notified to you from time to time for the purpose) The accompanying invoice should be in GBP and made out to:

The Defra International Sustainable Blue Finance Team is responsible for checking and raising any queries about Grant Claims submitted. Once approved, they will be forwarded to SSCL at the above address for payment with approval granted within 30 working days. In the case of payment queries or disputes correspondence may be sent to the Policy team email above and if appropriate copied to [accounts-payable.def@sscl.gov.uk](mailto:accounts-payable.def@sscl.gov.uk)

To avoid delay in payment it is important that your claim is complete and that it includes a valid Grant Reference Number, a signed claim form and supporting information indicated in Schedule 7. Claims which do not have this information will be sent back to you, which may lead to a delay in payment. If you have a query regarding an outstanding payment, please contact our Accounts Payable section either by email to or by telephone 0845 603 7262 between 09:00-17:00 Monday to Friday.

**Liaison**

For general liaison, your contact will be.

**Acceptance of Offer**

This Grant Funding Letter has been issued electronically on the Authority's e-application system. If you are content to accept our offer, please arrange for someone with delegated authority to accept this award by electronically signing this Agreement. Acceptance is required within 7 days from the date of this Grant Funding Letter. If we do not receive your acceptance within the 7-day deadline, our offer will lapse.

Please remember to quote the Grant Reference number above in any future communications relating to this grant.

All communications should be made through the email function on the e-application grant record.

Yours Sincerely

Defra Group Commercial



<b>BACKGROUND.....</b>	<b>8</b>
<b>1. General Conditions .....</b>	<b>8</b>
<b>2. Definitions and Interpretation .....</b>	<b>9</b>
<b>3. Duration and Purpose of the Grant.....</b>	<b>16</b>
<b>4. Payment of Grant.....</b>	<b>17</b>
<b>5. Eligible and Ineligible Expenditure .....</b>	<b>19</b>
<b>6. Annual Grant Review .....</b>	<b>21</b>
<b>7. Monitoring and Reporting .....</b>	<b>22</b>
<b>8. Auditing and Assurance.....</b>	<b>24</b>
<b>9. Financial Management and Prevention of Bribery, Corruption, Fraud, Aid Diversion and Other Irregularity .....</b>	<b>25</b>
<b>10. Conflicts of Interest .....</b>	<b>27</b>
<b>11. Confidentiality .....</b>	<b>28</b>
<b>12. Transparency .....</b>	<b>28</b>
<b>13. Statutory Duties .....</b>	<b>29</b>
<b>14. Data Protection and Public Procurement.....</b>	<b>30</b>
<b>15. Subsidy Control .....</b>	<b>31</b>
<b>16. Intellectual Property Rights .....</b>	<b>31</b>
<b>17. Safeguarding .....</b>	<b>32</b>
<b>18. Environmental Requirements .....</b>	<b>32</b>
<b>19. Assets .....</b>	<b>33</b>
<b>20. Insurance .....</b>	<b>34</b>
<b>21. Assignment and Risk.....</b>	<b>34</b>
<b>22. Spending Controls – Marketing, Advertising, Communications and Consultancy and Digital Spend ...</b>	<b>35</b>
<b>23. Losses, Gifts and Special Payments .....</b>	<b>36</b>
<b>24. Borrowing .....</b>	<b>36</b>
<b>25. Publicity.....</b>	<b>36</b>
<b>26. Changes to the Authority’s Requirements .....</b>	<b>37</b>
<b>27. Clawback, Events of Default, Termination and Rights Reserved for Breach and Termination.....</b>	<b>37</b>
<b>28. Exit Plan.....</b>	<b>42</b>
<b>29. Dispute Resolution .....</b>	<b>42</b>
<b>30. Limitation of Liability.....</b>	<b>42</b>
<b>31. VAT.....</b>	<b>43</b>
<b>32. Code of Conduct for Grant Recipients .....</b>	<b>43</b>

<b>33. Notices.....</b>	<b>43</b>
<b>34. Governing Law .....</b>	<b>44</b>
<b>35. Health, Safety and Security .....</b>	<b>44</b>
<b>Schedule 1 – Grant Offer Letter and Grant Application .....</b>	<b>46</b>
<b>Schedule 2 –The Funded Activities .....</b>	<b>47</b>
<b>Schedule 3 – Agreed Outputs and Long-Term Outcomes .....</b>	<b>51</b>
<b>Schedule 4 – Eligible Expenditure Schedule .....</b>	<b>56</b>
<b>Schedule 5 – Payment Schedule .....</b>	<b>58</b>
<b>Schedule 6 – Grant Recipient’s Bank Details .....</b>	<b>59</b>
<b>Schedule 7 – Claim for Payment .....</b>	<b>61</b>
<b>Schedule 8 – Data Protection Provisions.....</b>	<b>64</b>
<b>Schedule 9 - Exit .....</b>	<b>67</b>
<b>Schedule 10 – Joint Donor Language on SEAH.....</b>	<b>70</b>
<b>Schedule 11: Subsidy Control (Optional).....</b>	<b>72</b>
<b>Schedule 12 – Inventory of Assets .....</b>	<b>73</b>
<b>Schedule 13 - UK Aid and UK International Development Visibility Statement.....</b>	<b>74</b>

**This Grant Funding Agreement** is made on 5<sup>th</sup> August 2024

**Between:**

- (1) **Secretary Of State for Environment, Food and Rural Affairs**, whose principal address is at 2 Marsham Street, London SW1P 4DF (the “**Authority**”)
- (2) Ocean Risk and Resilience Action Alliance Inc. (ORRAA Inc.), whose principal address is at (the “**Grant Recipient**”).

**In relation to:**

**Official Development Assistance for Ocean Risk and Resilience Action Alliance Years 2-5**

**Grant Ref.** C25374

## **BACKGROUND**

- (A) The Grant is made pursuant to section 1 of International Development Act 2002. If the payment of the Grant is subject to the satisfaction of conditions, those conditions precedent and the date for satisfaction are set out in the Grant Funding Letter.
- (B) The Authority will provide the Grant to the Grant Recipient as provided for in this Grant Funding Agreement, its Schedules, the corresponding proposal, log frame and budget.
- (C) the Grant Recipient must use the Grant solely for the Funded Activities as set out in this Grant Funding Agreement, its Schedules and the corresponding proposal, log frame and budget.

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

### **1. General Conditions**

- 1.1. This Grant Funding Agreement sets out the conditions which apply to the Grant Recipient receiving the Grant from the Authority. If the payment of the Grant is subject to the satisfaction of conditions, those conditions precedent and the date for satisfaction are set out in the Grant Funding Letter.
- 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 all the conditions set out in this Grant Funding Agreement (including any special conditions included in the Grant Funding Letter).
- 1.3. The Authority makes the Grant to the Grant Recipient for the provision of Financial Solutions for coastal and community resilience and sustainability as set out in Schedule 2.

- 1.4. The Parties confirm that they intend to be legally bound by this Grant Funding Agreement.

## 2. Definitions and Interpretation

- 2.1. Where they appear in these Conditions:

**Aid Diversion** is any event, including fraud, corruption, bribery, theft, terrorist financing, money laundering and other misuse of funds that prevents the Grant or funds being directed to the aid outcomes or recipients intended.

**Asset** means any assets that are to be purchased or developed using the Grant that has a useful life of more than one year; and either:

- (1) the purchase price or development cost of an individual Asset is in excess of £500 or equivalent in local currency; or
- (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 £500 or equivalent in local currency).

This includes 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 Authority concerning this legislation;

**Branding Manual** means the HM Government of the United Kingdom of Great Britain and Northern Ireland Branding Manual Funded by UK Government published by the Cabinet Office in November 2022, which is available at <sup>1</sup>, including any subsequent updates from time to time;

**Code of Conduct** means the Code of Conduct for Recipients of Government General Grants published by the Cabinet Office in November 2018 which is available at the footnoted link <sup>2</sup>, including any subsequent updates from time to time;

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<sup>1</sup> <https://gcs.civilservice.gov.uk/guidance/marketing/branding-guidelines/>

<sup>2</sup> [https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/754555/2018-11-06\\_Code\\_of\\_Conduct\\_for\\_Grant\\_Recipients.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/754555/2018-11-06_Code_of_Conduct_for_Grant_Recipients.pdf)

**Commencement Date** means the date on which the Grant Funding Agreement comes into effect, being the 1<sup>st</sup> July 2024;

**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 must not include information which:

- (a) was public knowledge at the time of disclosure (otherwise than by breach of condition **Error! Reference source not found.** 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;

**Consultant(s)** means sub-contracted expertise not directly employed by the Grant Recipient.

**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 Authorities 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;

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

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

**Devtracker** means the UK government site that shows the international development programmes led by the UK Government and its partners in detail;

**Disposal** means the disposal, sale, 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;

**Downstream Partner or Delivery Partner** means any organisation with which the Grant Recipient has agreed to work with to deliver the required outcomes of the Grant Fund.

**Duplicate Funding** means funding provided by a third party to the Grant Recipient for the same purpose as for which the Grant was made, but not declared to the Authority;

**Electronic Signature** means any form of electronic signature, including but not limited to signatures via facsimile, scanning, or electronic mail which may substitute for the original signature and shall have the same force and legal effect as the original manual signature. If required by the Authority, Electronic Signature may also include a Qualified Electronic Signature, which is an Electronic Signature with enhanced verification and security features that is compliant with Article 3 of the UK eIDAS Regulation as amended by The Electronic Identification and Trust Services for Electronic Transactions (Amendment etc.) (EU Exit) Regulations 2019).

**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 **Error! Reference source not found.** of these Conditions;

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

**Existing IPR means** any and all intellectual property rights that are owned by or licensed to either Party and which have been developed independently of the Grant Funding Agreement (whether prior to the Funding Period or otherwise);

**Exit Plan** means the exit plan referred to in Condition 28

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

**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, or constructed in connection with the Funded Activities;

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

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

**Funding Period** means the period for which the Grant is awarded starting on the Commencement Date and ending on 31/03/2026; (without prejudice to the continuation in force of these Conditions beyond that end date in relation to the Funded Activities);

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

**Grant** means the sum or sums the Authority will pay to the Grant Recipient in accordance with condition **Error! Reference source not found.** and subject to the provisions set out at condition 27.

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

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

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

**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 Authority concerning the legislation;

**Ineligible Expenditure** means expenditure incurred by the Grant Recipient which is not Eligible Expenditure and as set out in condition 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 semiconductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade names, designs, know-how, trade secrets and any modifications, amendments, updates and new releases of the same and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

**IPR Material** means all material produced by the Grant Recipient or its Representatives [or as the case may be, a Delivery Partner or any of their 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);

**Instalment Period** means the intervals set out in Schedule 5 when the Authority will release payment of the Grant to the Grant Recipient during the Funding Period;

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

**Law** means any law, statute, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, right within the meaning of Section 4(1) EU Withdrawal Act 2018 as amended by EU (Withdrawal Agreement) Act 2020, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Grant Recipient is bound to comply;

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

**Match Funding** means any contribution to the Funded Activities by the Grant Recipient or from a third party to the Grant Recipient to meet the balance of the Eligible Expenditure not supported by the Grant *that is not directly or indirectly funded by the Government or other public body*

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

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

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

**Payment in Advance** means payment in advance of onward grants to downstream delivery partners where the recipient needs working capital to carry out the commitment for which the grant is paid and the need has been evidenced.

**Payment in Advance of Need** means before the funding is needed or demonstrated to be needed, to enable a programme to proceed.

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

**Procurement Regulations** means the Public Contracts Regulations 2015, Concession Contracts Regulations 2016, Defence Security Public Contracts Regulations 2011 and

the Utilities and Contracts Regulations 2016 together with their amendments, updates and replacements from time to time;

**Prohibited Act** means:

- (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:
  - (i) under the Bribery Act;  
under legislation creating offences in respect of fraudulent acts; or
  - (ii) at common law in respect of fraudulent acts in relation to the Funding Agreement; or
- (c) the Authority or attempting to the Authority or conspiring to the Authority the Authority or the Crown;

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

**Remedial Action Plan** means the plan of action submitted by the Grant Recipient to the Authority following an Event of Default pursuant to the Rectification Plan process set out in conditions 27.4;

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

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

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

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

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

**Trade and Cooperation Agreement** means the Trade and Cooperation Agreement between the European Union and the European Atomic Energy Community, of the one

part, and the United Kingdom of Great Britain and Northern Ireland, of the other part (as that agreement is modified or supplemented from time to time in accordance with any provision of it or of any other future relationship agreement);

**UK GDPR** means the retained EU law version of the General Data Protection Regulation (Regulation (EU) 2016/679), as transposed into UK Law by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019;

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

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

**Working Day** means any day from Monday to Friday (inclusive) which is not specified or proclaimed as a bank holiday in England and Wales pursuant to section 1 of the Banking and Financial Dealings Act 1971 including Christmas Day and Good Friday

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

2.2.1. the singular includes the plural and vice versa;

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

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

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

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

- i. any EU regulation, EU decision, EU tertiary legislation or provision of the European Economic Area (“**EEA**”) agreement (“EU References”) which is to form part of domestic law by application of Section 3 of the European Union (Withdrawal) Act 2018 and which shall be read on and after the date of exit from the EU as a reference to the EU References as they form part of domestic law by virtue of Section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time; and
- ii. any EU institution or EU authority or other such EU body shall be read on and after the date of exit from the EU as a reference to the UK institution, authority or body to which its functions were transferred.

- 2.2.6. the words "**including**", "**other**", "**in particular**", "**for example**" and similar words will not limit the generality of the preceding words and will be construed as if they were immediately followed by the words "without limitation";
- 2.2.7. references to "**writing**" include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing will be construed accordingly;
- 2.2.8. references to "**representations**" will be construed as references to present facts, to "**warranties**" as references to present and future facts and to "**undertakings**" as references to obligations under the Grant Funding Agreement;
- 2.2.9. references to "**conditions**" and "**Schedules**" are, unless otherwise provided, references to the conditions and Schedules of these Conditions and references in any Schedule to parts, conditions and tables are, unless otherwise provided, references to the parts, conditions and tables of the Schedule in which these references appear; and

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

- 2.3. Where there is any conflict between the documents that make up this Grant Funding Agreement the conflict must be resolved in accordance with the following order of precedence:
- 2.3.1. Any special conditions in the Grant Funding Letter;
  - 2.3.2. The Conditions set out within this Grant Funding Agreement;
  - 2.3.3. the Schedules to these Conditions and their respective appendices.

### **3. Duration and Purpose of the Grant**

- 3.1. The Funding Period starts on 1<sup>st</sup> July 2024 (the Commencement Date) and ends on 31 March 2026 unless terminated earlier in accordance with this Grant Funding Agreement.
- 3.2. The Grant Recipient will ensure that the Funded Activities start on 19<sup>th</sup> June 2024 but where this has not been possible, that they start no later than 3 months after the Commencement Date.
- 3.3. The Grant Recipient must use the Grant solely for the delivery of the Funded Activities. The Grant Recipient may not make any changes to the Funded Activities unless the Authority has given prior written agreement, which must be recorded and notified through a change control notice.
- 3.4. The Authority may at its discretion agree to vary the Grant Funding as a result of changes to the Funded Activities or for any other reason. Any variation made under this condition 3.4 will not take effect unless recorded and notified through a change control notice.

- 3.5. 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 one month's written notice to the Grant Recipient.

## 4. Payment of Grant

Subject to the remainder of this condition **Error! Reference source not found.** the Authority must pay the Grant Recipient an amount not exceeding a total of **£8,234,000** pounds sterling. The Authority must pay the Grant in pound sterling (GBP).

- 4.1. The Grant Recipient must provide bank account details to the Authority that must be verified for means of electronic payment. The Grant Recipient must include the relevant Grant Reference number on all invoices. The Grant must be paid into a separate bank account in the name of the Grant Recipient which must be an ordinary business bank account. At least two individual Representatives of the Grant Recipient must sign or otherwise expressly authorise all cheques from the bank account.
- 4.2. The signatory must be the chief finance officer or someone with proper delegated authority. Any change of bank details must be notified immediately using the Confirmation of Bank Details and Signatories form to be provided by the Authority and signed by an approved signatory. Any change of signatory must be notified to the Authority for approval, as soon as known.
- 4.3. 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. The Grant Recipient agrees that the Maximum Sum is the amount agreed as the GBP value, at the Commencement Date.
- 4.4. The Authority will only pay the Grant to the Grant Recipient in respect of Eligible Expenditure incurred by the Grant Recipient to deliver the Funded Activities. The Authority will not pay the Grant until it is satisfied that the Grant Recipient has paid for the Funded Activities in full and the Funded Activities were delivered during the Funding Period.
- 4.5. The Grant Recipient must provide the Authority with evidence of the costs/payments, which are classified as Eligible Expenditure in condition 5.2, which may include (but will not be limited to) receipts and invoices or any other documentary evidence specified by the Authority.
- 4.6. The Grant Recipient must declare to the Authority any Match Funding which been approved or received, before the Commencement Date. If the Grant Recipient intends to apply for, is offered or receives any further Match Funding during the Funding Period, the Grant Recipient must notify the Authority before accepting or using any such Match Funding. On notifying the Authority of the Match Funding the Grant Recipient must confirm the amount, purpose and source of the Match Funding and the Authority must confirm whether it is agreeable to the Grant Recipient accepting the Match Funding. If the Authority does not agree to the use of Match Funding the Authority must be entitled

to terminate the Grant Funding Agreement in accordance with condition 27.1.9 and where applicable, require all or part of the Grant to be repaid.

- 4.7. Where the use of Match Funding is permitted the Grant Recipient must set out any Match Funding it receives in the format required by Schedule 5 and send that to the Authority. This is so the Authority knows the total funding the Grant Recipient has received for the Funded Activities.
- 4.8. The Grant Recipient agrees that:
  - 4.8.1. 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;
  - 4.8.2. the Authority may refer the Grant Recipient to the police should it dishonestly and intentionally obtain Duplicate Funding for the Funded Activities;
  - 4.8.3. The Authority will not make the first payment of the Grant and/or any subsequent payments of the Grant unless or until, the Authority is satisfied that:
    - (i) the Grant will be used for Eligible Expenditure only; and
    - (ii) if applicable, any previous Grant payments have been used for the Funded Activities or, where there are Unspent Monies, have been repaid to the Authority.
- 4.9. The Grant Recipient must submit a valid invoice for payment of Grant Funding, at such periods as are specified in Schedule 5 or otherwise agreed by the parties in writing. Each and every valid invoice submitted by the Grant Recipient to the Authority must include all such records and information as the Authority may require including details and evidence of expenses incurred and programme of work undertaken and such other information as is necessary to enable verification of the information and the amounts referred to in the claim for payment (Schedule 7). The Grant Recipient must include the relevant Grant Reference number on all invoices.
- 4.10. Unless otherwise stated in these Conditions, payment of the Grant will be made within 30 days of the Authority approving the Grant Recipient's Grant Claim. The Grant Recipient shall forecast in USD and make its claim in GBP by converting the forecast at a recognised bank exchange rate on the claim date. The Grant Recipient must consistently use the same banking institution for each and every Grant Claim and must only use banks which produce publicly available exchange rates.
- 4.11. The Grant Recipient will provide information as part of the Grant Claim detailing which bank rate they have used, and the date and time of that rate being recorded.
- 4.12. The Authority will have no liability to the Grant Recipient for any Losses caused by a delay in the payment of a Grant Claim for whatever reason arising.
- 4.13. The Authority shall use its best efforts to make payment of the Grant Claim as close as possible to the date the valid claim amount that was received by the Authority submitted

by the Grant Recipient, to reduce risk of losses to the Grant Recipient due to avoid any fluctuation in currency exchange rate.

- 4.14. The Grant Recipient shall provide documentation of any losses or gains due to currency exchange rate in its quarterly report to the Authority, to be able to discuss avenues for management of the losses or gains with the Authority.
- 4.15. The Authority reserves the right not to pay any Grant Claims which are not submitted within the period set out in condition 4.9 or which are incomplete, incorrect or submitted without the full supporting documentation.
- 4.16. The Grant Recipient must 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 condition 4.16, must fall due immediately. If the Grant Recipient fails to repay the due sum immediately or within any other timeframe specified by the Authority the sum will be recoverable summarily as a civil debt.
- 4.17. 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.
- 4.18. Onward payment of the Grant and the use of sub-contractors must not relieve the Grant Recipient of any of its obligations under the Grant Funding Agreement, including any obligation to repay the Grant.
- 4.19. The Grant Recipient may not retain any Unspent Monies without the Authority's prior written permission.
- 4.20. If at the end of the relevant Financial Year there are Unspent Monies, the Grant Recipient must repay such Unspent Monies to the Authority no later than 30 days from the Authority's request for repayment.

## **5. Eligible and Ineligible Expenditure**

- 5.1. The Authority will only pay to the Grant Recipient in respect of Eligible Expenditure if compliant with 5.7 and incurred by the Grant Recipient to deliver the Funded Activities and the Grant Recipient must use the Grant solely for delivery of the Funded Activities (as set out in Schedule 2 of these Conditions).
- 5.2. The following costs/payments will be classified as Eligible Expenditure if incurred for the purposes of the Funded Activities:
  - 5.2.1. Fees charged or to be charged to the Grant Recipient by the external auditors/accountants for reporting/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, Authorities or government ministers, where that is the objective of a taxpayer funded grant scheme, for example, 'What Works Centres'; and
  - 5.2.6. providing independent evidence based advice to local or national government as part of the general policy debate where that is in line with the objectives of the Grant.
- 5.3. The Grant Recipient may not in any circumstance claim the following non-exhaustive list as Eligible Expenditure: The list below does not override activities which are deemed eligible in these Conditions:
- 5.3.1. Paid for lobbying, which means using the Grant to fund lobbying (via an external firm or in-house staff) in order to undertake activities intended to influence or attempt to influence Parliament, government or political activity; or attempting to influence legislative or regulatory action;
  - 5.3.2. using the Grant to directly enable one part of government to challenge another on topics unrelated to the agreed purpose of the grant;
  - 5.3.3. using the Grant to petition for additional funding;
  - 5.3.4. expenses such as for entertaining, specifically aimed at exerting undue influence to change government policy;
  - 5.3.5. payments for activities of a political or exclusively religious nature;
- 5.4. Other examples of expenditure, which are prohibited, include the following:
- 5.4.1. activities which may lead to civil unrest
  - 5.4.2. activities which discriminate against any group on the basis of age, gender reassignment, disability, race, colour, ethnicity, sex and sexual orientation, pregnancy and maternity, religion or belief.
  - 5.4.3. contributions in kind;
  - 5.4.4. interest payments or service charge payments for finance leases;
  - 5.4.5. gifts, to individuals, other than promotional materials;
  - 5.4.6. statutory fines, criminal fines or penalties civil penalties, damages or any associated legal costs;
  - 5.4.7. payments for works or activities which the Grant Recipient has a statutory duty to undertake, or that are fully funded by other sources;
  - 5.4.8. bad debts to related parties;
  - 5.4.9. payments for unfair dismissal or other compensation;
  - 5.4.10. depreciation, amortisation or impairment of assets owned by the Grant Recipient;
  - 5.4.11. the acquisition or improvement of Assets by the Grant Recipient (unless the Grant is explicitly for capital use – this will be stipulated in the Grant Funding Letter); and

- 5.4.12. liabilities incurred before the commencement of the Grant Funding Agreement unless agreed in writing by the Authority.
- 5.4.13. Expenditure includes any costs, expenses or other forms of payment. Expenditure is deemed to take place at the moment when money passes out of the Grant Recipient's control. This may take place when:
  - 5.4.14. Legal tender is passed to a supplier (or, for wages, to an employee);
  - 5.4.15. A letter is posted to a supplier or employee containing a cheque; or
  - 5.4.16. An electronic instruction is sent to a bank/building society to make a payment to a supplier or employee by direct credit or bank transfer.
- 5.5. The Grant Recipient shall refer to Rule 2 in the FCDO Programme Operating Framework which sets out that all transactions reported as Official Development Assistance (ODA) must meet OECD definition of aid and be compliant with the International Development Act 2023.

## **6. Annual Grant Review**

- 6.1. The Authority will review the Grant annually. The Authority will take into account the Grant Recipient's delivery of the Funded Activities against the agreed outputs set out in Schedule 3 of these Conditions by the Grant Recipient in accordance with condition 7.2 of these Conditions.
- 6.2. Each annual review may result in the Authority deciding that (for example a non-exclusive list includes):
  - 6.2.1. the Funded Activities and the Grant Funding Agreement should continue in line with existing plans;
  - 6.2.2. there should be an increase or decrease in the Grant for the subsequent Financial Year;
  - 6.2.3. the outputs should be re-defined and agreed;
  - 6.2.4. the Grant Recipient should provide the Authority with a draft Remedial Action Plan setting out the steps the Grant Recipient will take to improve delivery of the Funded Activities;
  - 6.2.5. the Authority should recover any Unspent Monies;
  - 6.2.6. the Grant be terminated in accordance with condition 27.11 of these Conditions.
- 6.3. If the Grant Recipient is required to submit a draft Remedial Action Plan in accordance with condition 6.2.4 the Remedial Action Plan process set out in condition 27.4 to 27.10 must apply.
- 6.4. The Grant Recipient may make representations to the Authority regarding the Authority's decision made in accordance with condition 6.2. The Authority is not however obliged to take such representations into account when making its decision as any such decision will be final and at the Authority's absolute discretion.

## **7. Monitoring and Reporting**

- 7.1. The Grant Recipient must closely monitor the delivery and success of the Funded Activities throughout the Funding Period to ensure that the aims and objectives of the Funded Activities are achieved.
- 7.2. The Grant Recipient must provide the Authority with all reasonable assistance and co-operation in relation to any ad-hoc information, explanations and documents as the Authority may require, from time to time, so the Authority may establish if the Grant Recipient has used the Grant in accordance with the Grant Funding Agreement.
- 7.3. The Grant Recipient must also provide the Authority with quarterly reports on:
  - 7.3.1 The progress made towards achieving the agreed outputs and the defined longer-term outcomes set out in Schedule 3 of these conditions. Where possible, the report must quantify what has been achieved by reference to the Funded Activities' targets; and
  - 7.3.2 if relevant, provide details of any Assets either acquired or improved using the Grant.
- 7.4. When requesting payment, the Grant Recipient should provide detailed project financial reports that set out in both cash and resource terms actual expenditure to date against the approved project budget and quarterly forecast expenditure for The Authority's financial year (1 April-31 March). In multi-donor arrangements, these reports should clearly segregate The Authority's proportion of funding.
- 7.5. The Authority may, from time to time, request project financial reports for the calendar year in line with Official Development Assistance reporting requirements. Financial forecasts for each month will be required.
- 7.6. As part of the regular reporting requirements outlined above, the Grant Recipient will provide a proportionate and meaningful assessment of how the specific needs of girls, women, boys and men are considered, and reflect to what extent women and girls have been included in design, implementation and monitoring. The Grant Recipient shall also assess how The Authority's contribution is contributing to reducing gender inequality including a specific assessment on progress against any gender related commitments made as part of this Grant and demonstrate consideration of potential unintended negative consequences, such as gender-based violence. The Grant recipient will also consider how to prevent discrimination and promote wider equality and opportunity between those who have a protected characteristic and those who do not, for example, disability, sexual orientation, race, religion, or belief.
- 7.7. The Grant Recipient will seek to ensure that beneficiary feedback is integrated in project design, mobilisation, delivery, monitoring, evaluation and annual review processes and takes account of the voices of both women and men. The Grant Recipient should work

with, through and represent the diversity of communities in order to respond to their needs more effectively and strengthen accountability.

- 7.8. The Grant Recipient must permit any person authorised by the Authority reasonable access, with or without notice, to its employees, agents, premises, facilities and records, for the purpose of discussing, monitoring and evaluating the Grant Recipient's fulfilment of its obligations under the Grant Funding Agreement and must, if so required, provide appropriate oral or written explanations to such authorised persons as required during the Funding Period.
- 7.9. The Grant Recipient must record in its financial reports the amount of Match Funding it receives together with details of what it has used that Match Funding for.
- 7.10. The Grant Recipient must notify the Authority as soon as reasonably practicable of:
  - 7.10.1. 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
  - 7.10.2. actual or potential variations to the Eligible Expenditure set out in Schedule 4 of these Conditions and/or any event which materially affects the continued accuracy of such information.
- 7.11. The Grant Recipient represents and undertakes (and must repeat such representations on delivery of its annual report, 6-month report and interim quarterly updates, as outlined in Schedule 3):
  - 7.11.1. that the reports and information it gives pursuant to this condition **Error! Reference source not found.** are accurate;
  - 7.11.2. that it has diligently made full and proper enquiry of the matter pertaining to the reports and information given; and
  - 7.11.3. 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.
- 7.12. The Grant Recipient shall provide the Authority with a final report within 28 calendar days following the end of Grant Period or prior date agreed with the Policy Team which shall confirm whether the Approved Project has been successfully and properly completed. The Authority may at its discretion provide the Grant Recipient with feedback on the adequacy of the final report and may also require the Grant Recipient to re-submit the final report, having taken into account any issues raised in the Authority's feedback.
- 7.13. The Grant Recipient will provide a proportionate summary in March 24/25 and March 25/26 which outlines how the programme is in line with the UK government's commitment to the Paris Agreement and how climate and environmental concerns have been considered in design, implementation and monitoring of the programme. The summary will be based on a Climate, Environment Risk Assessment (CERA) that the Authority conducts and works with the Grant Recipient. The completed CERA will be the starting point for the proportionate summary that the Grant Recipient will provide and will form part of the programme's Annual Review, which will be completed in July 24/25 and July 25/26.

- 7.14. The proportionate summary will include an assessment of:
- 7.14.1. the vulnerability of the project to climate change;
  - 7.14.2. any impacts the delivery of the project might have on climate risk and the environment (including opportunities);
  - 7.14.3. a summary of any mitigating actions put in place (including how environmental safeguarding concerns have been considered); and
  - 7.14.4. any impacts the delivery of the project might have on exacerbating or reducing impacts on people affected by climate change.

## **8. Auditing and Assurance**

- 8.1. Within six months of the end of each Financial Year the Grant Recipient must provide the Authority with independent assurance that the Grant has been used for delivery of the Funded Activities. To satisfy this requirement the Grant Recipient will provide a statement showing that the Grant has been certified by an independent and appropriately qualified auditor. Accompanied by the Grant Recipient's annual audited accounts.
- 8.2. The Authority may, at any time during and up to 7 years after the end of the Grant Funding Agreement, conduct additional audits or ascertain additional information where the Authority considers it necessary. The Grant Recipient agrees to grant the Authority or its Representatives access, as required, to all Funded Activities sites and relevant records. The Grant Recipient must ensure that necessary information and access rights are explicitly included within all arrangements with sub-contractors.
- 8.3. If the Authority requires further information, explanations and documents, in order for the Authority to establish that the Grant has been used properly in accordance with the Grant Funding Agreement, the Grant Recipient must, within 5 Working Days of a request by the Authority, provide the Authority, free of charge, with the requested information.
- 8.4. The Grant Recipient must:
- 8.4.1. nominate an independent auditor to verify the final statement of expenditure and income submitted to the Authority;
  - 8.4.2. identify separately the value and purpose of the Grant Funding in its audited accounts and its annual report; and
  - 8.4.3. maintain a record of internal financial controls and procedures and provide the Authority with a copy if requested.
- 8.5. The Grant Recipient must retain all invoices, receipts, accounting records and any other documentation (including but not limited to, correspondence) relating to the Eligible Expenditure; income generated by the Funded Activities during the Funding Period for a period of 7 years from the date on which the Funding Period ends.
- 8.6. The Grant Recipient must ensure that all its sub-contractors retain each record, item of data and document relating to the Funded Activities for a period of 7 years from the date on which the Funding Period ends.

8.7. The Grant Recipient must promptly provide revised forecasts of income and expenditure:

- 8.7.1. when these forecasts increase or decrease by more than 10% of the original expenditure forecasts; and/or
- 8.7.2. at the request of the Authority.

## **9. Financial Management and Prevention of Bribery, Corruption, Fraud, Aid Diversion and Other Irregularity**

- 9.1. The Grant Recipient must at all times comply with all applicable Laws, statutes and regulations relating to anti-bribery and anti-corruption, including but not limited to the Bribery Act.
- 9.2. The Grant Recipient must have a sound administration and audit process, including internal financial controls to safeguard against fraud, theft, money laundering, counter terrorist financing or any other impropriety, or mismanagement in connection with the administration of the Grant. The Grant Recipient must require that the internal/external auditors report on the adequacy or otherwise of that system.
- 9.3. All cases of fraud or theft (whether proven or suspected) relating to the Funded Activities must be notified to the Authority as soon as they are identified. The Grant Recipient must explain to the Authority what steps are being taken to investigate the irregularity and must keep the Authority informed on the progress of any such investigation. The Authority may however request that the matter referred (which the Grant Recipient is obliged to carry out) to external auditors or other Third Party as required.
- 9.4. The Authority will have the right, at its absolute discretion, to insist that the Grant Recipient address any actual or suspected fraud, theft or other financial irregularity and/or to suspend future payment of the Grant to the Grant Recipient. Any grounds for suspecting financial irregularity includes what the Grant Recipient, acting with due care, should have suspected as well as what it actually proven.
- 9.5. The Grant Recipient agrees and accepts that it may become ineligible for Grant support and may be required to repay all or part of the Grant if it engages in tax evasion or aggressive tax avoidance in the opinion of His Majesty's Revenue and Customs.
- 9.6. For the purposes of condition 9.4 "financial irregularity" includes (but is not limited to) potential fraud or other impropriety, mismanagement, and the use of the Grant for any purpose other than those stipulated in the Grant Funding Agreement. The Grant Recipient may be required to provide statements and evidence to the Authority or the appropriate organisation as part of pursuing sanctions, criminal or civil proceedings.
- 9.7. Aid Diversion is any event, including fraud, corruption, bribery, theft, terrorist financing, money laundering and other misuse of funds that prevents the Grant or funds being directed to the aid outcomes or recipients intended.
- 9.8. The Grant Recipient and Downstream Partners will immediately and without undue delay inform each other of any event which interferes or threatens to materially interfere with this Grant Funding Agreement, whether financed in full or in part by the Authority,

including credible suspicions of, or actual Aid Diversion. The Grant Recipient should assess credibility based on the source of the allegation, the content, and the level of detail or evidence provided.

- 9.9. In the case of any issue under clause 9.8, the Grant Recipient should immediately contact The Authority's Counter Fraud Section at [fraudanderror@theAuthority.gov.uk](mailto:fraudanderror@theAuthority.gov.uk). All information will be treated with the utmost confidentiality. Information can also be reported directly to The Authority programme team managing where appropriate; this will be immediately passed on to The Authority's Counter Fraud Section.
- 9.10. The Grant Recipient and Downstream Partners shall have a zero-tolerance approach towards Aid Diversion, including any associated inappropriate behaviour. The Grant Recipients and Downstream Partners will fully co-operate with investigations into such events, whether led by the Authority or the Grant Recipient.
- 9.11. Notwithstanding any other provisions in this Grant Funding Agreement or other contractual requirements, the Authority may recover from the Grant Recipient all or part of the Grant paid under this Grant Funding Agreement in the event of actual or suspected Aid Diversion.
- 9.12. Consistent with local and international legislation and applicable United Nations Security Council resolutions, the Authority, Grant Recipient and Downstream Partners are firmly committed to the international fight against terrorism. It is the Authority's policy to seek to ensure that none of its resources are used, directly or indirectly, to provide support to individuals or entities associated with terrorism and that Authority staff and its programmes activity are compliant with counter terrorist financing legislation. In accordance with this policy, the Authority expects the Grant Recipient and all Downstream Partners to make themselves aware of, and comply with their obligations under the relevant counter terrorist financing legislation.
- 9.13. The Grant Recipient will seek to ensure that none of the funds or assets provided under this Grant Funding Agreement are made available or used to provide support to individuals, groups or entities associated with terrorism including those named on the following lists as updated from time to time:
  - 9.13.1. HM Treasury's Office of Financial Sanctions Implementation – Financial sanctions: consolidated list of targets
  - 9.13.2. UK Home Office – Proscribed terrorist groups or organisations
  - 9.13.3. European Union – Consolidated list of sanctions
  - 9.13.4. United Nations – United Nations Security Council Sanctions List
  - 9.13.5. World Bank – World Bank Listing of Ineligible Firms & Individuals.

## **Due Diligence**

- 9.13.6. In utilising the resources, the Grant Recipient will exercise the same care in the discharge of its functions under this Grant Funding Agreement as it exercises with respect to the administration and management of its own resources and affairs. The Grant Recipient will co-operate fully with any due diligence assessment by the Authority or its agents, of the Grant Recipient's own internal controls and system prior to or during the implementation of this Grant Funding Agreement and take appropriate action on any recommendations arising. Due

diligence assessments may be conducted every 3 years or earlier if there is a significant change to the Grant Recipient's procedures and controls or operating environment. A range of tools may be used to conduct the assessment and continuation of this Grant Funding Agreement will be dependent on the Authority being satisfied that the Grant Recipient has sufficient capacity and capability to deliver the project and manage the Grant.

- 9.14. The Grant Recipient will undertake suitable due diligence and take the necessary steps prior to transferring Authority funds and at regular intervals throughout the implementation to assess the internal controls and systems of any Downstream Partners. These assessments will be shared with the Authority, upon request and should determine, relative to project risk:
- 9.14.1. the reliability, integrity and efficiency of the Downstream Partners' controls, systems and processes including compliance with applicable legislation, regulations, rules, policies and procedures;
  - 9.14.2. whether the Delivery Partner can successfully deliver the relevant outputs based on its processes, past experience and whether they have the sufficient staff capacity and capability available;
  - 9.14.3. the Delivery Partner's ability to correctly manage and account for Grant, other aid monies and assets as well as its financial health; and
  - 9.14.4. where appropriate, whether the Delivery Partner has sufficient capacity and capability to properly monitor and control its implementing partners.
  - 9.14.5. The Grant Recipient will be accountable for the appropriate use of the Authority's funds, management of risk and delivery of project outputs and outcomes, including any adverse effects of aid expenditure that have an undesired or unexpected results upon recipients, including any adverse gender related impacts.

### **Delivery Chain Risk Map**

- 9.15. The Grant Recipient will maintain and provide to the Authority an up to date and accurate record of Downstream Partners in receipt of Grant. This forms the basis of the delivery chain risk map which should demonstrate how funds flow from the initial source to end beneficiaries, and the risks and potential risks along the chain.
- 9.16. The delivery chain risk map should be updated regularly by the Grant Recipient and when there are material changes to the project risk assessment and/or to Downstream Partners in the chain. As a minimum the Grant Recipient will provide the Authority with an updated delivery risk map at the following intervals:
- 9.16.1. within 60 days of the commencement of this Grant Funding Agreement;
  - 9.16.2. annually, as part of the annual review process; and
  - 9.16.3. at the end of the project, as part of the project completion review process.

## 10. Conflicts of Interest

- 10.1. Neither the Grant Recipient nor its Representatives may engage in any personal, business or professional activity which conflicts or could conflict with any of their obligations in relation to the Grant Funding Agreement.
- 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 condition **Error! Reference source not found.** or where disclosure is expressly permitted, the Grant Recipient must treat all Confidential Information belonging to the Authority as confidential and must 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 condition **Error! Reference source not found.** prevents 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 Authority, 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 condition **Error! Reference source not found.** prevents either Party from using any techniques, ideas or know-how gained during the performance of its obligations under the Grant Funding Agreement in the course of its normal business, to the extent that this does not result in a disclosure of the other Party's Confidential Information or an infringement of the other Party's Intellectual Property Rights.

## 12. Transparency

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

- 12.2. The Authority in conjunction with the Grant Recipient will be responsible for determining whether any of the content of the Agreement is exempt from disclosure in accordance with the provisions of the FOIA. The Grant Recipient agrees that the Authority may make any redactions of this Grant Funding Agreement that the Authority considers appropriate when disclosing this Grant Funding Agreement.
- 12.3. Subject to clause 28.1, the Grant Recipient gives consent for this Grant Funding Agreement (and any subsequent amendments), and associated funding information, to be published by the Authority to the general public.
- 12.4. The Grant Recipient acknowledges that the Authority supports the requirements of the International Aid Transparency Initiative (IATI) Standard and shall, at the Authority's reasonable request, provide all necessary assistance to enable the Authority to meet the IATI Standard which shall include the provision of all information and data necessary for the transparent, accurate, timely and comprehensive publishing of all data on all activities related to the delivery of development, co-operation and humanitarian aid.
- 12.5. The Grant Recipient will also publish to the IATI standard regarding all its Authority-sourced ODA funding within six (6) months of the start of this Grant Funding Agreement. The Authority requires the Grant Recipient to publish to the IATI standard regarding all its non Authority-sourced ODA funding and for its Downstream Partners to publish to the IATI standard regarding all of their ODA funding. The intention of this commitment is to allow traceability throughout the delivery chain. For more details on IATI standards see the IATI guidelines in the footnote 4.
- 12.6. The Grant Recipient gives consent for this Grant Funding Agreement (and any subsequent amendments) and associated funding information to be published on the Authority's website and Devtracker.

### **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 2000 and the Human Rights Act 1998.
- 13.2. Where requested by the Authority, the Grant Recipient must provide reasonable assistance and cooperation to enable the Authority to comply with its information disclosure obligations under the Information Acts.
- 13.3. On request from the Authority, the Grant Recipient must provide the Authority with all such relevant documents and information relating to the Grant Recipient's data protection policies and procedures as the Authority may reasonably require.
- 13.4. The Grant Recipient acknowledges that the Authority, acting in accordance with the codes of practice issued and revised from time to time under the Information Acts, may disclose information concerning the Grant Recipient and the Grant Funding Agreement without consulting the Grant Recipient.

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<sup>4</sup> <http://www.aidtransparency.net/>

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

## **14. Data Protection and Public Procurement**

### **Data Protection**

- 14.1. The Grant Recipient and the Authority will comply at all times with their respective obligations under Data Protection Legislation.
- 14.2. The Grant Recipient agrees that it is the Controller of any Personal Data processed by it pursuant to the Funded Activities and must comply with the provisions set out in this condition 14 and Schedule 8
- 14.3. To the extent that the Grant Recipient and the Authority share any Personal Data for the purposes of this Grant Funding Agreement, the Parties accept that they are each a separate independent Controller in respect of such Personal Data. Each Party:
- 14.3.1. must comply with the applicable Data Protection Legislation in respect of their processing of such Personal Data;
  - 14.3.2. must be individually and separately responsible for its own compliance;
  - 14.3.3. and do not and must not Process any Personal Data as Joint Controllers.
  - 14.3.4. 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.
- 14.4. 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).
- 14.5. 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.
- 14.6. 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.

- 14.7. Cyber security is the protection of systems, networks and data to prevent cybercrime. The Grant Recipient is responsible for managing cyber security risk under its own policies and procedures.

## **Public Procurement**

- 14.8. The Grant Recipient must ensure that any of its Representatives involved in the Funded Activities will, adopt such policies and procedures that are required in order to ensure that it adheres to international best practice and applicable regulations, is transparent, fair and open and is designed to achieve value for money 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 must comply, as necessary, with the Procurement Regulations and when procuring goods and services in connection with the Grant Funding Agreement and the Authority must not be liable for the Grant Recipient's failure to comply with its obligations under the Procurement Regulations.
- 14.10. Records of all procurement activity including but not restricted to, costs, volumes, suppliers, value for money, savings and efficiencies must be kept by the Grant Recipient and made available to the Authority, upon request. The Authority reserves the right to assess the procurement capacity and capability of the Grant Recipient at any time.

## **15. Subsidy Control**

- 15.1. The Grant Recipient must ensure that the delivery of the Funded Activities does not put the Authority in breach of the UK's international obligations in respect of subsidies.
- 15.2. The Grant Recipient must maintain appropriate records of compliance with the relevant subsidy control regime and must take all reasonable steps to assist the Authority to comply with the same and respond to any proceedings or investigation(s) into the Funded Activities by any relevant court or tribunal of relevant jurisdiction or regulatory body.
- 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 trademarks on any of its products or services without the other Party's prior written consent. Each Party keeps ownership of its own Existing IPRs.

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

## **17. Safeguarding**

- 17.1. The Parties have a zero tolerance for inaction approach to tackling sexual exploitation, abuse and sexual harassment ("SEAH") and agree the terms set out in Schedule 10. This means the Grant recipient, and its Downstream Partners, will take all reasonable and adequate steps to prevent SEAH of any person linked to the delivery of this Agreement by both its employees and any Delivery Partner and respond appropriately when reports of SEAH arise. The Grant Recipient will apply the Inter Agency Standing Committee(IASC) Six Core Principles relating to Sexual Exploitation and Abuse ([IASC Six Core Principles Relating to Sexual Exploitation and Abuse, 2019 | IASC \(interagencystandingcommittee.org\)](https://www.interagencystandingcommittee.org/)) and will adhere to the IASC Minimum Operating Standards on Protection Against Sexual Exploitation and Abuse (PSEA) and/or the Core Humanitarian Standard on Quality and Accountability.
- 17.2. When the Grant recipient becomes aware of suspicions or complaints of SEAH, the Grant Recipient will take swift and appropriate action to stop harm occurring, investigate and report to relevant authorities (for criminal matters) when safe to do so and after considering the wishes of the survivor. The Grant Recipient will also promptly contact the Authority at the [ODA.safeguarding@defra.gov.uk](mailto:ODA.safeguarding@defra.gov.uk) to report any allegation credible enough to warrant an investigation of SEAH related to this Agreement. The Grant Recipient will promptly report to the Authority any allegation credible enough to warrant an investigation of SEAH that are not directly related to this Agreement but would be of significant impact to the partnership with the Authority. It is understood and accepted that the Grant Recipient arrangement to report on SEAH is subject to not compromising the safety, security, privacy and due process rights of any concerned person.

## **18. Environmental Requirements**

- 18.1. The Grant Recipient must 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.

- 18.2. The Grant Recipient must 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.
- 18.3. The Grant Recipient must take all possible precautions to ensure that any equipment and materials used in the provision of the Funded Activities do not contain chlorofluorocarbons, halons or any other damaging substances, unless unavoidable, in which case the Authority must be notified in advance of their use. The Grant Recipient must endeavour to reduce its impact on the environment, for example, by reducing fuel emissions wherever possible and avoiding single use plastics etc.

## **19. Assets**

- 19.1. The Grant Recipient will establish and maintain an inventory of all Assets.
- 19.2. The Grant Recipient will ensure that a physical check of all Assets takes place on at least an annual basis and submit to the Authority an up to date inventory using the template provided in Schedule 12 (Inventory of Assets), providing confirmation of the checks, alongside the annual accounts. Where possible, the Grant Recipient should undertake these checks directly.
- 19.3. The Grant Recipient will be accountable for the appropriate use and control of inventory items and Assets, in line with this Grant Funding Agreement.
- 19.4. The Grant Recipient will manage the risk of Assets being lost, stolen, damaged or destroyed under its own policies and procedures. The Authority expects the Grant Recipient to cover the cost of repairing or replacing lost, stolen, damaged or destroyed Assets and should make a risk-based decision on how best to do this. If the Grant Recipient decides to take out project specific commercial insurance to cover lost, stolen, damaged or destroyed Assets, Authority funds cannot be used to fund the premiums unless, by exception, the Authority explicitly approves in writing in advance.
- 19.5. The Authority retains ownership of all Assets, until ownership transfer or asset disposal is otherwise approved in writing by the Authority or in accordance with the procedures set out in clauses 19.8 to 19.10 below.

### **Disposal of Assets**

- 19.6. Where the Grant Recipient uses any of the Grant to develop, improve or purchase any Assets, the Grant Recipient must ensure that the Assets are maintained in good condition over the Asset Owning Period.
- 19.7. Assets purchased or improved using the Grant must be owned by the Authority until ownership is transferred disposed or is otherwise agreed in writing by the Authority. The Authority reserves the right to determine the outcome of any Asset created as a result of the Funded Activities or purchased with the Grant.

The Grant Recipient must not dispose of any Assets that have been totally or partly bought, restored, conserved (maintained or protected from damage) or improved with the Grant without the prior written consent of the Authority. If the Authority grants consent to the Disposal, such consent may be subject to satisfaction of certain conditions, to be determined by the Authority.

- 19.8. If the Grant Recipient disposes of any Asset without the prior written consent of the Authority, the Grant Recipient must use all reasonable endeavours to achieve the market price for the Assets and must pay to the Authority a proportion of the proceeds of such sale, equivalent to the proportion of the purchase or development costs of the Assets that was funded by the Grant, provided that the Authority may at its discretion allow the Grant Recipient to keep all or a part of the relevant proceeds where:
- 19.8.1. the sale of the Assets takes place after the end of the Asset Owning Period;
  - 19.8.2. the proceeds of sale are to be applied directly to the purchase by the Grant Recipient of assets that are equivalent to or replacements for the Assets; or
  - 19.8.3. the Authority is otherwise satisfied that the Recipient will apply those proceeds for purposes related to the Funded Activities.
- 19.9. The Grant Recipient must hold the proceeds from the Disposal of any Asset on trust for the Authority.

### **Charging of any Asset**

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

## **20. Insurance**

- 20.1. The Grant Recipient must during the term of the Funding Period and the subsequent Financial Year and for a further 7 years after termination or expiry of these Conditions, ensure that it has and maintains, at all times adequate insurance with an insurer of good repute to cover claims under the Grant Funding Agreement or any other claims or demands which may be brought or made against it by any person suffering any injury damage or loss in connection with the Funded Activities or the Grant Funding Agreement.
- 20.2. The Grant Recipient must upon request produce to the Authority its policy or policies of insurance or where this is not possible, a certificate of insurance issued by the Grant Recipient's insurance brokers confirming the insurances are in full force and effect together with confirmation that the relevant premiums have been paid.
- 20.3. Where the Grant Recipient (including any associated companies or Partners) receives more than 80 per cent of the Grant Recipient's total income from public funds, the Grant Recipient must notify the Authority. The Authority must review the nature of the control of Grant Recipient's organisation to determine any resulting requirement for reclassification which may in turn change the insurance requirements under the Grant Funding Agreement

## **21. Assignment and Risk**

- 21.1. The Grant Recipient must not transfer, assign, novate or otherwise dispose of the whole or any part of the Grant Funding Agreement or any rights under it, to another organisation or individual, without the Authority's prior approval.
- 21.2. Any approval given by the Authority must be subject to a condition that the Grant Recipient has first entered into a Grant Funding Agreement, authorised by the Authority, requiring the Grant Recipient to work with another organisation in delivering the Funded Activities.
- 21.3. The Grant Recipient will develop and maintain an up-to-date risk register that, as a minimum, enables individual risks to be clearly identified, an assessment of their likelihood and impact, how they will be dealt with and escalated and who is responsible for monitoring and reporting on them.
- 21.4. The Grant Recipient will manage all risks in relation to this project unless otherwise approved as part of the risk register and in writing with the Authority. Where the Grant recipient transfers risk to any Downstream Partner, the Grant Recipient will remain accountable to the Authority for the effective management of that risk and will require Downstream Partners to provide and maintain project level risk registers.

## **22. Spending Controls – Marketing, Advertising, Communications and Consultancy and Digital Spend**

- 22.1. The Grant Recipient must seek permission from the Authority prior to any proposed expenditure exceeding £5000 or more, on advertising, communications, consultancy (beyond those retained by The Grant Recipient prior to signing the Grant Agreement and contribute to Secretariat functions) or marketing either in connection with, or using, the Grant. The Authority retains the right to object to spend.
- 22.2. The Grant Recipient should provide evidence that any marketing, advertising, communications and consultancy expenditure carried out in connection with, or using the Grant must deliver measurable outcomes that meet government objective to secure value for money.
- 22.3. For purposes of this Grant Funding Agreement, the UK government and the Authority defines digital spend<sup>5</sup> as any external-facing service provided through the internet to citizens, businesses, civil society or non-government organisations. This includes any spend on web-based or mobile information services, websites, knowledge or open data portals, transactional services such as cash transfers, web applications and mobile phone apps. This does not include social media posts or content creation for any external-facing online platform or otherwise.

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<sup>5</sup> [digital spend](#)

- 22.4. The Grant Recipient will ensure that all Digital Spend related to this Grant Funding Agreement is carried out in a manner consistent with the Principles for Digital<sup>6</sup> Development.
- 22.5. The Grant Recipient will notify the Authority of any proposed Digital Spend exceeding £5000 prior to carrying out any Digital Spend activities.

## **23. Losses, Gifts and Special Payments**

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

- 23.1.1. writing off any debts or liabilities;
- 23.1.2. offering to make any Special Payments; and
- 23.1.3. giving any gifts.

in connection with this Grant Funding Agreement.

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

## **24. Borrowing**

24.1. In accordance with condition 19.10 and this 24, the Grant Recipient must obtain prior written consent from the Authority before:

- 24.1.1. borrowing or lending money from any source in connection with the Grant Funding Agreement; and
- 24.1.2. 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.

## **25. Publicity**

25.1. The Authority consents to the Grant Recipient carrying out any reasonable publicity about the Grant and the Funded Activities as required, from time to time.

25.2. Any publicity material for the Funded Activities must refer to the programme under which the Grant was awarded and must feature the Authority's logo. If a Third Party wishes to use the Authority's logo, the Grant Recipient must first seek permission from the Authority.

25.3. The Grant Recipient must 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) must include the Authority's name and logo (or any future name or logo

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<sup>6</sup> [Principles for Digital Development](#)

adopted by the Authority) using the templates provided by the Authority from time to time.

- 25.4. In using the Authority's name and logo, the Grant Recipient must comply with all reasonable branding guidelines issued by the Authority from time to time.

### **ODA Branding**

- 25.5. The Grant Recipient will proactively look for ways to build support for development and raise awareness of Authority and UK Government funding. The Grant Recipient will explicitly acknowledge Authority funding, in written and verbal communications about activities related to the funding, to the public or third parties, including in announcements, and through use, where appropriate, of the “UK aid – from the British people” logo (‘UK aid logo’) in accordance with FCDO Branding Guidance for ODA funded programmes<sup>7</sup>, unless otherwise approved in advance by the Authority, and in all cases, subject to security and safety considerations of the Grant Recipient. Permission to use the logo must be first sought via the Authority. If the UK Dev logo branding is not appropriate, the UK Government branding guidance should be adhered to<sup>8</sup>.
- 25.6. The Grant Recipient will provide a visibility statement using the template provided in Schedule 13 of how and when they will acknowledge funding from the Authority and where they will use the UK Dev logo, which should be approved by the Authority prior to the Grant Recipient releasing any public communications. The Grant Recipient will include reference to this in its progress reports and annual reviews.
- 25.7. The Grant Recipient may use the UK Dev logo in conjunction with other donor logos, and where the number of donors to a project is such as to make co-branding impractical, acknowledgement of funding from the Authority should be equal to that of other co-donors making contributions of equivalent amounts to the project.

## **26. Changes to the Authority’s Requirements**

- 26.1. The Authority must notify the Grant Recipient of any changes to the Authority’s activities, which are supported by the Grant.
- 26.2. The Grant Recipient must accommodate any changes to the Authority’s needs and requirements under these Conditions.

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<sup>7</sup> [FCDO Branding Guidance for ODA funded programmes](#)

<sup>8</sup> <https://gcs.civilservice.gov.uk/guidance/marketing/branding-guidelines/>

## **27. Clawback, Events of Default, Termination and Rights Reserved for Breach and Termination**

### **Events of Default**

- 27.1. The Authority may exercise its rights set out in condition 27.3 if any of the following events occur:
- 27.1.1. the Grant Recipient uses the Grant for a purpose other than the Funded Activities;
  - 27.1.2. the Grant Recipient fails to comply with its obligations under the Grant Funding Agreement, which is material in the opinion of the Authority;
  - 27.1.3. where delivery of the Funded Activities do not start within three (3) months of the Commencement Date and the Grant Recipient fails to provide the Authority with a satisfactory explanation for the delay, or failed to agree a new date on which the Funded Activities must start with the Authority;
  - 27.1.4. the Grant Recipient uses the Grant for Ineligible Expenditure;
  - 27.1.5. 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 Schedule 3 of these Conditions;
  - 27.1.6. the Grant Recipient fails to:
    - (i) submit an adequate Remedial Action Plan to the Authority following a request by the Authority pursuant to condition 27.3.4 or condition 6.2.4;
    - or
    - (ii) improve delivery of the Funded Activities in accordance with the Remedial Action Plan approved by the Authority;
  - 27.1.7. the Grant Recipient is, in the opinion of the Authority, delivering the Funded Activities in a negligent manner (in this context negligence includes but is not limited to failing to prevent or report actual or anticipated fraud or corruption);
  - 27.1.8. the Grant Recipient fails to declare Duplicate Funding;
  - 27.1.9. the Grant Recipient fails to declare any Match Funding in accordance with condition 4.6;
  - 27.1.10. the Grant Recipient receives funding from a Third Party which, in the opinion of the Authority, undertakes activities that are likely to bring the reputation of the Funded Activities or the Authority into disrepute;
  - 27.1.11. 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;

- 27.1.12. the Grant Recipient commits or has committed a Prohibited Act or fails to report a Prohibited Act to the Authority, whether committed by the Grant Recipient, its Representatives or a Third Party, as soon as they become aware of it;
- 27.1.13. the Authority determines (acting reasonably) that the Grant Recipient or any of its Representatives has:
- (iii) acted dishonestly or negligently at any time during the term of the Grant Funding Agreement and to the detriment of the Authority; or
  - (iv) 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;
  - (v) transferred, assigns or novates the Grant to any Third Party without the Authority's consent;
  - (vi) failed to act in accordance with the Law; howsoever arising, including incurring expenditure on unlawful activities;
- 27.1.14. the Grant Recipient ceases to operate for any reason, or it passes a resolution (or any court of competent jurisdiction makes an order) that it be wound up or dissolved (other than for the purpose of a bona fide and solvent reconstruction or amalgamation);
- 27.1.15. the Grant Recipient becomes insolvent as defined by section 123 of the Insolvency Act 1986, or it is declared bankrupt, or it is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors, or it is unable to pay its debts as they fall due;
- 27.1.16. the European Commission or the Court of Justice of the European Union requires any Grant paid to be recovered by reason of a breach of State Aid Law through its application under Article 10 of the Northern Ireland Protocol;
- 27.1.17. a court, tribunal or independent body or authority of competent jurisdiction requires any Grant paid to be recovered by reason of breach of the UK's obligations under the Trade and Co-operation Agreement or the terms of any UK subsidy control legislation;
- 27.1.18. The Grant Recipient breaches the Code of Conduct and/or fails to report an actual or suspected breach of the Code of Conduct by the Grant Recipient or its Representatives in accordance with condition 32.1;
- 27.1.19. The Grant Recipient undergoes a Change of Control which the Authority, acting reasonably, considers:
- will be materially detrimental to the Funded Activities and/or;
  - 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;

- the Authority believes that the Change of Control would raise national security concerns and/or;
- the new body corporate intends to make fundamental change(s) to the purpose for which the Grant was given.

27.2. Where, the Authority determines that an Event of Default has or may have occurred, the Authority must 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**

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

- 27.3.1. suspend or terminate the payment of Grant for such period as the Authority determines; and/or
- 27.3.2. reduce the Maximum Sum in which case the payment of Grant must thereafter be made in accordance with the reduction and notified to the Grant Recipient; and/or
- 27.3.3. 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 are recoverable as a civil debt; and/or
- 27.3.4. give the Grant Recipient an opportunity to remedy the Event of Default (if remediable) in accordance with the procedure set out in condition 27.4 to 27.10;
- 27.3.5. terminate the Grant Funding Agreement.

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

27.4. Where the Grant Recipient is provided with an opportunity to submit a draft Remedial Action Plan in accordance with condition 27.3.4, the draft Remedial Action Plan must be submitted to the Authority for approval, within 5 Working Days of the Grant Recipient receiving notice from the Authority.

27.5. The draft Remedial Action Plan must set out:

- 27.5.1. full details of the Event of Default; and
- 27.5.2. the steps which the Grant Recipient proposes to take to rectify the Event of Default including timescales.

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

- 27.7. The Authority must have the right to accept or reject the draft Remedial Action Plan. If the Authority rejects the draft Remedial Action Plan, the Authority must 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.
- 27.8. If the Authority directs the Grant Recipient to submit an amended draft Remedial Action Plan, the Parties must agree a timescale for the Grant Recipient to amend the draft Remedial Action Plan to take into account the Authority's comments.
- 27.9. If the Authority does not approve the draft Remedial Action Plan the Authority may, at its absolute discretion, terminate the Grant Funding Agreement.
- 27.10. The Authority must not by reason of the occurrence of an Event of Default which is, in the opinion of the Authority, capable of remedy, exercise its rights under any condition reasonable satisfaction of the Authority.

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

- 27.11. Notwithstanding the Authority's right to terminate the Grant Funding Agreement pursuant to condition above, either Party may terminate the Grant Funding Agreement at any time by giving at least 3 months' notice or a timescale proportionate to the Funding Period; whichever is the shorter written notice to the other Party.
- 27.12. If applicable, all Unspent Monies (other than those irrevocably committed in good faith before the date of termination, in line with the Grant Funding Agreement and approved by the Authority as being required to finalise the Funded Activities) must be returned to the Authority within 30 days of the date of receipt of a written notice of termination from the Authority.
- 27.13. If the Authority terminates the Grant Funding Agreement in accordance with condition 27.11 the Authority may choose to pay the Grant Recipient's reasonable costs in respect of the delivery of the Funded Activities performed up to the termination date. Reasonable costs must be identified by the Grant Recipient and must be subject to the Grant Recipient demonstrating that they have taken adequate steps to mitigate their costs. For the avoidance of doubt, the amount of reasonable costs payable must be determined solely by the Authority.
- 27.14. The Authority will not be liable to pay any of the Grant Recipient's costs or those of any contractor/supplier of the Grant Recipient related to any transfer or termination of employment of any employees engaged in the provision of the Funded Activities.

### **Change of Control**

- 27.15. The Grant Recipient must notify the Authority immediately in writing and as soon as the Grant Recipient is aware (or ought reasonably to be aware) that it is anticipating,

undergoing, undergoes or has undergone a Change of Control, provided such notification does not contravene any Law.

27.16. The Grant Recipient must ensure that any notification made pursuant to condition 27.15 must set out full details of the Change of Control including the circumstances suggesting and/or explaining the Change of Control.

27.17. Where the Grant has been awarded to a consortium and the Grant Recipient has entered into a collaboration agreement, the notification required under condition 27.15 must include any changes to the consortium members as well as the lead Grant Recipient.

27.18. Following notification of a Change of Control the Authority must be entitled to exercise its rights under condition 27.1 of these Conditions providing the Grant Recipient with notification of its proposed action in writing within three (3) months of:

- (i) being notified in writing that a Change of Control is anticipated or is in contemplation or has occurred; or
- (ii) 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,

27.19. The Authority must not be entitled to terminate where an approval was granted prior to the Change of Control.

## **28. Exit Plan**

28.1. Where the Authority requires the Grant Recipient to prepare an Exit Plan to allow the cessation or seamless transfer of the Funded Activities, the Grant Recipient must prepare the Exit Plan within three (3) months of the signing of the Grant Funding Agreement and must comply with the exit provisions set out in Schedule 9 of these Conditions.

## **29. Dispute Resolution**

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

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

29.3. If the dispute cannot be resolved between the Parties Representatives within a maximum of one month then the matter will be escalated to formal meeting between the Grant Manager and the Grant Recipient's chief executive (or equivalent).

## **30. Limitation of Liability**

- 30.1. The Authority accepts no liability for any consequences, whether direct or indirect, that may come about from the Grant Recipient delivering/running the Funded Activities, the use of the Grant or from withdrawal, withholding or suspension of the Grant. The Recipient must indemnify and hold harmless the Authority, its Representatives with respect to all actions, claims, charges, demands Losses and proceedings arising from or incurred by reason of the actions and/or omissions of the Grant Recipient in relation to the Funded Activities, the non-fulfilment of obligations of the Grant Recipient under this Grant Funding Agreement or its obligations to Third Parties.
- 30.2. Subject to this condition 9, the Authority's liability under this Grant Funding Agreement is limited to the amount of Grant outstanding.

## **31. VAT**

- 31.1. If VAT is held to be chargeable in respect of the Grant Funding Agreement, all payments must be deemed to be inclusive of all VAT and the Authority must not be obliged to pay any additional amount by way of VAT.
- 31.2. All sums or other consideration payable to or provided by the Grant Recipient to the Authority at any time must be deemed to be exclusive of all VAT payable and where any such sums become payable or due or other consideration is provided, the Grant Recipient must at the same time or as the case may be on demand by HMRC in addition to such sums, or other consideration, pay to HMRC all the VAT so payable upon the receipt of a valid VAT invoice.

## **32. Code of Conduct for Grant Recipients**

Codes of conduct for suppliers and grant recipients - GOV.UK<sup>9</sup>

The Grant Recipient acknowledges that by signing the Grant Funding Agreement it agrees to take account of the Code of Conduct, which includes ensuring that its Representatives undertake their duties in a manner consistent with the principles set out in the Code of Conduct.

- 32.1. The Grant Recipient must immediately notify the Authority if it becomes aware of any actual or suspected breaches of the principles outlined in the Code of Conduct.
- 32.2. The Grant Recipient acknowledges that a failure to notify the Authority of an actual or suspected breach of the Code of Conduct may result in the Authority immediately suspending the Grant funding, terminating the Grant Funding Agreement and taking action to recover some or all of the funds paid to the Grant Recipient as a civil debt in accordance with condition 27.1.18.

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<sup>9</sup> <https://www.gov.uk/government/publications/supplier-code-of-conduct>

### **33. Notices**

- 33.1. All notices and other communications in relation to this Grant Funding Agreement must be in writing and must be deemed to have been duly given if personally delivered, e-mailed, or mailed (first class postage prepaid) to the address of the relevant party, as referred to in the Grant Funding Letter or otherwise notified in writing. All notices and other communications must be marked for the attention of the contact specified in the Grant Funding Letter (Contact Details). If personally delivered or if e-mailed all such communications must be deemed to have been given when received (except that if received on a non-working day or after 5.00 pm on any Working Day they must be deemed received on the next Working Day) and if mailed all such communications must be deemed to have been given and received on the second Working Day following such mailing.

### **34. Governing Law**

- 34.1. These Conditions must 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.
- 34.2. The Applicant must accept the Grant Offer by electronically signing the document using the e-application system, following the guidance provided, within 14 days from the date of the Grant Offer Letter.

### **35. Health, Safety and Security**

- 35.1. The Grant Recipient is responsible for all security arrangements in relation to this Grant Funding Agreement including the health, safety and security of any person employed or otherwise engaged as part of this Arrangement, including those employed or engaged by any Downstream Partners.
- 35.2. The Grant cannot be used to fund any project specific insurance premiums intended to cover medical expenses, injury or disablement, and death unless, by exception, explicitly approved by The Authority in writing in advance.

I confirm the agreement of **ORRAA Inc.** to the terms and conditions in this Grant Funding Letter and its Schedules

Accepted on Behalf of the Authority

**Grant Recipient -Signature**

**Authority-Signature**

**Schedule 1 – Grant Offer Letter and Grant Application**

**Part A - Grant Offer Letter - Not applicable**

**Part B – Grant Recipient’s Grant Application - Not Applicable**

## Schedule 2 –The Funded Activities

### 1. Background/purpose of the Grant

#### 1.1. Background

The UK has launched the Blue Planet Fund (BPF) which aims to support developing countries in protecting the marine environment and reducing poverty. Financed from the UK's Official Development Assistance (ODA) budget, the Blue Planet Fund will help ODA eligible countries reduce poverty, protect, and sustainably manage their marine resources and address human-generated threats across four key themes: biodiversity, climate change, marine pollution, and sustainable seafood.

Defra's investment will contribute to the mission of the Ocean Risk and Resilience Action Alliance ("ORRAA" or "the Alliance") to leverage \$500 million USD in ocean finance, and to **surface at least 15 new and innovative finance products by 2025** that incentivise private and blended finance into coastal natural capital and **to improve resilience of 250 million climate vulnerable people by 2030**. It will contribute to attracting private investment by building confidence in programmes designed to increase investment in nature, thereby having an impact greater than its cash value. Specific results attributable to the UK for the project will depend on the projects Defra recommends in collaboration with the ORRAA Inc. Secretariat. This programme is funded through Official Development Assistance (ODA) and therefore specifically targets and promotes the economic development and welfare of developing countries.

ORRAA Inc. brings together the insurance and finance sectors, governments, non-profits, and stakeholders from the Global South to pioneer finance and insurance products that incentivise investment into nature-based solutions. ORRAA Inc. was formally launched in 2019 at the UN Secretary General's Climate Action Summit as part of the Nature Based Solutions workstream. ORRAA focusses on de-risking investments into critical marine ecosystems and providing innovative financial solutions to provide resilience against climate change amongst the world's most vulnerable communities. ORRAA Inc., a U.S. tax-exempt non-profit organization headquartered in Washington, DC, USA, provides Secretariat services to the Alliance, including coordination of all Alliance communications, outreach, work programmes, and member and policy engagement, as well as the management of philanthropic and other grants to support the ORRAA mission and objectives.

A formal Annual Review was conducted in November 2022, which assessed ORRAA's activities, performance, outputs and value for money (VfM) delivered in Phase 1 funding (£2m in 2021-22). Using the results of the review, the UK are confident that continued funding to support activities in furtherance of ORRAA Inc's mission provides the UK with the opportunity to effectively support multiple intended BPF outcomes, primarily leveraging finance for nature, driving community resilience, tackling poverty, incentivising investment for Nature Based Solutions and protection of critical marine habitats. Further allocation from the BPF will also protect UK's initial investment by

supporting realisation of longer-term environmental impacts. Funding will be provided to ORRAA Inc. as a Grant Recipient who will be responsible for carrying out the Funded Activities as described in this Schedule 2.

## **1.2 Aims and objectives of the Funded Activities**

The continued investment in ORRAA activities through the Grant Agreement issued to ORRAA Inc. aims to further develop conditions that will enable increased flows of finance from all sources (public and private) into vulnerable coastal communities and ecosystems through innovative financial solutions and new pilot projects (which utilise the insurance industry, wider finance sector, the science community and governments). The Grant funding may also be used to scale or replicate projects that have already received UK funding, provide support for new pilot projects or larger initiatives currently in ORRAA's pipeline and/or selected from the 2023 Call for Proposals or future calls. With ORRAA Inc.'s advice, Defra may also opt to fund or co-fund projects that other donors have or are currently funding.

The Grant will support ORRAA's aims to leverage \$500 million USD for programmes and innovative finance products that incentivise private and blended finance into coastal natural capital and coastal resilience by 2030.

## **2. Funded Activities**

### **2.1. Resource Costs**

The grant will fund resource costs for the programme which is under review and subject to mutual agreement in relation to allocation of Resource Costs over financial years (FY24 and FY25).

Table 1 below includes the spend in FY22 and FY23 where Global Resilience Partnership was the previous Grant Administrator. The £3,766,000 spent during FY22 and FY23 is not included within the terms of this Grant Agreement (C25374) which is limited to the £8,234,000 between FY24 and FY25. The figures from FY24 and FY25 are provisional and subject to mutual agreement, will be amended via a Change Control Note (CCN).

Funding will go towards developing projects selected in collaboration with ORRAA Inc. and taking into consideration advice from the BPF's Programme leads and wider relevant policy leads, to ensure strategic coherence with the wider BPF portfolio.

### **2.2 Project Selection and budget**

In addition to the projects already selected for funding by ORRAA and Defra, shown in funding for projects will be allocated as appropriate proposals are identified and a detailed budget breakdown will be provided to the Authority within three (3) months of the commencement date.

The selected projects and budget breakdown will be incorporated into the Grant Agreement via a change control notice, noting the cap on Secretariat costs in accordance with the Special Conditions.

## **2.3 Management of sub-contractors**

ORRAA Inc. will be responsible for due diligence assessments of project sub-contractors and Downstream/Delivery Partners, and for monitoring and protecting the Authority against bribery, corruption, fraud and other irregularity.

## **2.4 Risk Management**

The Grant Recipient must hold an up-to-date project Risk Register for the Funded Activities, which is reviewed at regular intervals and available to the Authority upon request.

The Grant Recipient must hold an up-to-date programme level risk and issues register which includes specific mitigating actions, action owners and completion dates. All issues that arise will be escalated promptly to the Authority with detail on any mitigating action.

The Grant Recipient must also hold a project level risk and issues register across all projects funded by the Authority. A risk is defined as a potential event which could compromise the objectives of a project or the programme. An issue is defined as an event which is currently compromising the objectives of a project or the programme. When a risk event occurs it becomes an issue, and the risk is closed.

The Grant Recipient must actively and regularly engage with Downstream Partners to understand any risks to delivery, safeguarding, discrimination, harassment, bribery, money laundering and human trafficking.

The Grant Recipient must also take reasonable steps to ensure that Downstream Partners are reporting honestly and truthfully and are conducting activity in accordance with the sub-grant agreement and to ORRAA Inc.'s policies and procedures.

## **2.5 ORRAA Membership**

As a full member of the Alliance and donors of over \$1million USD, the UK has a seat on the ORRAA Steering Council, the governing body for the Alliance that is comprised of elected representatives of ORRAA's membership together with the Chair of the ORRAA Inc. Board of Directors. The Steering Council helps set the overall strategic direction of the Alliance, including providing guidance on strategy, objectives, plans and programmes. It also helps to ensure the delivery of ORRAA's mission by activating members' capabilities, resources, and networks to increase the scale and impact of ORRAA's work. It has been agreed that more than 1 UK representative can attend the Steering Council, giving the UK one voting seat and one seat for an observer. Defra represents the UK on the Steering Council. As donors of over \$100,000, the UK also has a seat on the Alliance's Funder Advisory Board, which advises the ORRAA Secretariat. The Funder Advisory Board ensures that funding opportunities are aligned and endeavours to assist with fundraising for the Alliance. The Steering Council and the Funder Advisory Board are advisory bodies to the Secretariat. They neither bear fiduciary responsibility nor have the authority to make binding decisions regarding ORRAA Inc.'s budget or programmes. Collaborative working arrangements.

The Grant Recipient will consult with Defra to ensure effective programme governance, grant management and annual reviews. Bilateral discussions may occur informally as needed and via more formal progress reviews once a month. The Grant Recipient must ensure that it achieves value for money for the UK and equity in its work, and that it

engages with all stakeholders and coordinates all communications, as well as achieves the agreed outputs and outcomes and KPIs as per Schedule 3.

## Schedule 3 – Agreed Outputs and Long-Term Outcomes

### Monitoring and Reporting

- 1.1 The Grant Recipient will monitor the delivery against the agreed outputs and outcomes based on the BPF KPIs and ORRAA's ToC and logframe.

Reporting on the progress against the KPIs, ToC and Logframe will be detailed within the six-monthly project reporting according to the milestones in Schedule 3, Table 2. Reporting will be provided in the logframe against 'Progress towards targets' and BPF2 Project Targets'. Additional project reporting and summary information will be captured in templates (agreed externally to this Grant Agreement), with a focus on qualitative information that will provides stories of change, project activities and where possible-methods of data collection that will support onward reporting requirements of Defra (e.g. ICF data. These templates will be used effective with the May 31<sup>st</sup> reporting milestone.

The Grant recipient will monitor its delivery against the newly created Defra/ORRAA Inc. focused ToC and Logframe and KPIs in the six-monthly detailed reports immediately upon its completion by 30/06/24.

The Defra/ORRAA Inc. specific ToC, Logframe and KPIs will be kept under review throughout the grant to ensure it remains fit for purpose. Any changes agreed by the Authority and the Grant Recipient will be incorporated into this Schedule 3 of the Grant Agreement via a Change Control Notice no later than 6 months before the next Annual Review is due.

Table 1 summarises the current short term and long-term outcomes and outputs described in the BPF-ORRAA Inc. Logframe. These have been used alongside the BPF KPIs to agree appropriate project level targets and indicators Table 1.

## 2. Delivery Chain Risk Mapping

If not already provided, the Grant Recipient must submit a Delivery Chain Map (DCM), upon signature of this Grant Agreement within 60 working days. This enables the Defra programme team to initially identify any risks arising from the proposed delivery chain. There is a delivery chain mapping guide publicly available for partners here. PRoF - Delivery Chain Mapping Guide.

The Grant Recipient will maintain and provide to Defra an up to date and accurate record of its Downstream Partner(s) in respect of Defra resources. This forms the basis of the delivery chain risk map which should demonstrate the flow of funds from the initial source to end beneficiaries, and the risks and potential risks along the chain.

The Grant Recipient will provide to Defra, as a minimum, an updated delivery risk map at the following intervals: within 60 days of Start date; annually as part of annual review process; and at the conclusion of activities, as part of the project completion review process.

The Grant Recipient will assume full responsibility for management of each Downstream/Delivery Partner and will collect and aggregate six-monthly formal project reporting data for each project, which will include updates to the Delivery Chain Mapping and Delivery Chain Risk Mapping., as well as financial information for inclusion in the Detailed Project and Financial Report.

The Grant Recipient must ensure monitoring data is standardised across projects. Quarterly reporting will follow the format laid out in Schedule 3, Table 2 and will provide updates on project progress, delivered via email and scheduled catch ups every three months, between the ORRAA Leadership Team and the nominated Defra Project Officer in the templates agreed with the Authority.

The Grant Recipient must ensure projects are delivering continuous value for money. Projects must be monitored in line with the UK International Development Assistance Act 2015. This must include, but is not limited to, risks, performance reports, milestones achieved, and outputs delivered.

### **3. ORRAA's short term outcomes & outputs**

- 1) Create an investable pipeline of pilot projects that generate Innovative finance products that increase coastal resilience
- 2) Grow the effectiveness of the Alliance to influence greater investments in coastal natural capital
- 3) Improve the design/implementation of gender-sensitive ocean resilience pilot Projects in key vulnerable regions.

### **4. ORRAA's long term outcomes & outputs**

- 1) Surface, incubate and scale 50 finance and insurance solutions that build resilience by investing in nature by 2030
- 2) Leverage public & private investments in coastal natural capital that deliver a return on investment
- 3) Undertake research and develop strategies to better understand, analyse, predict, model and manage ocean risk
- 4) Advance global narrative on ocean risk and coastal resilience with policymakers, finance leaders and investors
- 5) Participate in key events and discussions to promote the Alliance's work, projects and fundraising goals
- 6) Bringing crucial private sector commitments and expertise to support government and not-for-profit action
- 7) Improve the design and implementation of gender-sensitive ocean resilience projects in key vulnerable regions
- 8) Act as a connector and catalyst for cross-sector collaboration across the Global North and South Deliver ground-breaking projects with local impact and global Potential for increasing resilience

### 1.4 Reporting, Monitoring and Payment milestones.

Table 1: Reporting, monitoring and payment process between ORRAA Inc. and Defra throughout the lifetime of the multi-year grant. Where reports are stipulated, the Authority and Grant Recipient agreed templates will be used.

Grant year	Reporting milestones 2024/25 (Date by when ORRAA Inc. submits materials)	Description	Linked to Payment Milestone
3 (Stockholm University)	May 31 <sup>st</sup> , 2024	Full Annual Report: Project level reporting, Secretariat report, annual workplan, risk register and finances, including disbursement schedules.	3.a) <i>Completed</i>
3	August 15 <sup>th</sup> , 2024	Full mid-year report part 1 <ul style="list-style-type: none"> <li>• Financial reporting, including disbursement schedules</li> <li>• Risk registers X2</li> <li>• Completed Schedule 7 Grant Claim Form</li> <li>• RAG status updates for projects</li> </ul>	3.b) <i>Completed</i>
3	September 30 <sup>th</sup> , 2024	Full mid-year report part 2: <ul style="list-style-type: none"> <li>• Secretariat report against annual workplan</li> <li>• Project level reporting against Logframe KPIs</li> <li>• Project level summary report</li> </ul>	
3	December 15 <sup>th</sup> , 2024	Quarterly report: <ul style="list-style-type: none"> <li>• Financial reporting, including disbursement schedules</li> <li>• Risk registers X2</li> <li>• Completed Schedule 7 Grant Claim Form</li> <li>• RAG status updates for projects</li> </ul>	3.c)

3	April 15 <sup>th</sup> , 2025	<p>Quarterly report:</p> <ul style="list-style-type: none"> <li>• Financial reporting, including dispersal schedules</li> <li>• Risk register</li> <li>• Completed Schedule 7 Grant Claim Form</li> <li>• RAG status updates for projects</li> </ul>	3.d)
3	May 31 <sup>st</sup> , 2025	<p>End of Year Report:</p> <ul style="list-style-type: none"> <li>• Risk registers X2</li> <li>• Secretariat report against annual workplan</li> <li>• Project level reporting against Logframe KPIs</li> <li>• Project level summary report</li> <li>• Updated DCM</li> <li>• Paris Agreement summary</li> </ul>	
<b>Reporting milestones 2025/26</b>			
4	July 15, 2025	<p>Quarterly report:</p> <ul style="list-style-type: none"> <li>• Financial reporting, including dispersal schedules</li> <li>• Risk register</li> <li>• Completed Schedule 7 Grant Claim Form</li> <li>• RAG status updates for projects</li> </ul>	4.a)
4	October 15 <sup>th</sup> , 2025	<p>Full mid-year report:</p> <ul style="list-style-type: none"> <li>• Financial reporting, including dispersal schedules</li> <li>• Risk registers x2</li> <li>• Completed Schedule 7 Grant Claim Form</li> <li>• Secretariat report against annual workplan</li> <li>• Project level reporting against Logframe KPIs</li> <li>• Project level summary report</li> </ul>	4.b)
4	January 15 <sup>th</sup> , 2026	<p>Quarterly report:</p> <ul style="list-style-type: none"> <li>• Financial reporting, including dispersal schedules</li> </ul>	4.c)

		<ul style="list-style-type: none"> <li>• Risk registers X2</li> <li>• Completed Schedule 7 Grant Claim Form</li> <li>• RAG status updates for projects</li> </ul>	
End of grant	May 31 <sup>st</sup> , 2026	<p>Close out report:</p> <ul style="list-style-type: none"> <li>• Financial reporting including external audits</li> <li>• Completed Schedule 7 Grant Claim Form</li> <li>• Secretariat report against annual workplan</li> <li>• Project level reporting against Logframe KPIs</li> <li>• Project level summary report</li> <li>• Risk registers x2</li> </ul>	5.a)

Table 3: SEAH & GESI milestones

<b>SEAH and GESI milestones</b>	<b>Completion date</b>
Agree GESI baseline and ambition	30 <sup>th</sup> September 2024
Agree on a GESI plan of action which aligns the UK-ORRAA programme of work with the agreed level of GESI ambition.	30 <sup>th</sup> October 2024
Agree SEAH risk ratings in the SEAH risk assessment tool	30 <sup>th</sup> August 2024
Agree SEAH planned remedial/ mitigation measures and resources required (shown in column G in the SEAH risk assessment tool).	30 <sup>th</sup> August 2024

## **Schedule 4 – Eligible Expenditure Schedule**

### **1. Breakdown of forecast grant expenditure**

#### **1.1 Eligible Expenditure breakdown**

Table 1, Schedule 2 shows the proposed Eligible Expenditure by work area for the four-year grant to ORRAA Inc, including expenditure already claimed in the first and second years of the grant (22/23 and 23/24). Eligible Expenditure should be determined in accordance with this Schedule 4, Condition 5 and the Special Conditions.

Eligible Expenditure is subject to change following the selection of projects. Projects agreed for funding will be recorded in the financial forecast that will be provided to the Authority by the Grant Recipient as part of the quarterly reporting. The Grant Recipient will also provide an updated budget according to the reporting schedule in Table 2, Schedule 3. The updated budget and eligible expenditure changes will be incorporated via a Change Control Notice.

#### **1.2 Official Development Assistance (ODA) definitions**

All eligible expenses must be in line with the Official Development Assistance (ODA) definitions as set out by the OECD Development Assistance Committee <http://www.oecd.org/dac/stats/officialdevelopmentassistancedefinitionandcoverage.htm#Definition>

In addition to the OECD DAC ODA rules and the International Development Act 2002, UK ODA should not be used to fund or procure Luxury goods (including alcohol, tobacco, fur skins, pearls and precious and semi-precious stones), including as part of hospitality or subsistence.

#### **1.3 Eligible Travel, Subsistence and Accommodation**

To be eligible all expenses must be in line with the following Travel, subsistence and accommodation guidelines unless agreement in writing is obtained from the Authority;

- 1.3.1 All journeys by rail or air will be budgeted by a class of travel that is no more than “standard economy” unless higher travel classes are representative of improved value for money or are required to adhere to specific legislation, for example the Equality Act 2010. First class travel will not be permitted under any circumstances.
  
- 1.3.2 Alcohol and tobacco are not allowable subsistence items.

## **Schedule 5 – Payment Schedule**

Please note this grant is subject to review each financial year. You must accept the funding continuation outcome for payments to continue.

Payments will operate on a basis of three annual payments in 2024/25 made in the second, third and fourth quarters, subject to final project selection and cash flow requirements for start- up versus project maintenance. The schedule for 2025/26 will be quarterly payments as laid out in Table 2, Schedule 3. Claim for Payment will need to be submitted by the Grant Recipient, with evidence to justify payment in advance of delivery, as per Table 2, Schedule 3. Scheduling the milestones payment to four per year aligns with criteria agreed in the Grant Offer Letter regarding what constitutes payment in advance, whilst reducing administration and financial costs of transferring funds.

The assessment of the payment of the milestones, detailed in Table 1 below, will be in accordance with Table 2 of Schedule 3.

## Schedule 6 – Grant Recipient’s Bank Details

Ocean Risk and Resilience Action Alliance Years 2-5

Grant Ref. C2537

Project number C25097

**This section should provide *your* bank details (not any intermediary) – the final destination and beneficiary account for any funds sent.**

Your Bank name:	Organisation name as per your bank account:
Your Bank address:	Your Bank account number:
Your IBAN number:	Your Swift code:
Currency of your account:	Preferred currency for payment:
Any information to be added with the payment:	

**If Your Bank is outside Europe, this section should provide additional details for any intermediary bank with appropriate routing information.**

Intermediary Bank name:	Intermediary Bank account number:
Intermediary Bank address:	Intermediary Bank code(s) e.g. Swift, BIC etc.:
Any additional routing information to support the transfer:	

## AUTHORISED SIGNATORIES

The Signatories below are authorised to sign claim forms on behalf of the Grant Recipient. These signatures are binding in respect of the Grant Agreement.

Name:
Position:
Signature:
Date:

Name:
Position:
Signature:
Date:

### 1. PERSONS AUTHORISED TO ACCEPT THE GRANT FUNDING AGREEMENT

Name:
Position:
Signature:
Date:

Name:
Position:
Signature:
Date:

The Authority (Reference to The Authority also includes Natural England) issue Grant Funding Agreements electronically. Electronic acceptance is required through The Authority's e-tendering portal. Recipients must ensure their registration on the platform is correct and up to date.

The Recipient must notify the Authority immediately of any changes to Bank Details or Authorisations.

General Data Protection Regulation: The information on this form will be recorded on the Authority's computer system. The information provided will be used for paying your fees and will not be passed to anyone outside of the Authority without the permission of the Grant Recipient.

## Schedule 7 – Claim for Payment

Note: The claim submission must include all the following supporting information and ideally be submitted as one pdf document:

- A valid invoice bearing recipient invoice number, the Grant reference number and a description of expenditure. The invoice amount must be in GBP. If your bank account is unable to accept GBP we can make payment in equivalent currency if requested.
- List any other information you require the recipient to submit with their claim not included in the claim form.

1: Applicant's Name and Address	2: Payee Name
3: Project Title [must match grant funding agreement]	Date of Grant Offer: ..... Amount of Grant Offer:
4: Grant Reference: 5: PO Number:	..... Claim Period:
6: Recipient Invoice: [Insert Invoice Number]	From Dd/mm/yyyy to dd/mm/yyyy
<p>7: Breakdown of expenditure claimed (advance/ interim/ final claim) * (* Delete as applicable)</p> <p>Note: Please use same eligible expenditure headings as contained in your grant agreement, add additional lines to the table if necessary)</p> <p>The detail of the claim will be in the new financial reporting template, which will be submitted as evidence for each grant claim.</p> <p>This table will be a summary of that claim and should mirror the budget lines for eligible expenditure in table 1 of schedule 2, i.e. per Sect, overheads, RDEL and CDEL</p>	



Confirmation of Bank Details			
Bank Name:		Account Holder Name	
Bank Account Number:		IBAN/Swift Code	
Payments are normally made in GBP but may be made in equivalent currency.		Currency for Payment:	Supporting Information Attached Y/N
If Your Bank is outside Europe, this section should provide additional details for any intermediary bank with appropriate routing information.			
Intermediary Bank name:		Intermediary Bank account number:	
Intermediary Bank address:		Intermediary Bank code(s) e.g. Swift, BIC etc:	
Any additional routing information to support the transfer:			

## Schedule 8 – Data Protection Provisions

The contact details of the Authority's Data Protection Officer are: **Data and Information Assurance Team** [data.protection@the Authority.gov.uk](mailto:data.protection@the Authority.gov.uk)

The contact details of the Grant Recipient's Data Protection Officer are: [Insert Contact details]

### Data Protection Legislation Condition Definitions:

#### Where they appear in this Schedule 8:

**Personal Data Breach and Data Subject** take the meaning given in the UK GDPR.

**Data Protection Impact Assessment:** an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data and the rights and freedoms of data subjects.

**Data Loss Event:** any event that results, or may result, in unauthorised access to Personal Data under these Conditions, and/or actual or potential loss and/or destruction of Personal Data in breach of these Conditions, including any Personal Data Breach.

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

**LED:** Law Enforcement Directive (*Directive (EU) 2016/680*).

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

### Data Protection

1. The Parties acknowledge that for the purpose of Data Protection Legislation the Grant Recipient is the Controller of any Personal Data processed by it pursuant to the Funded Activities. To the extent that the Grant Recipient and the Authority share any Personal Data for the purposes specified in condition 4, the Parties acknowledge that they are each separate independent Controllers in respect of such data.
2. The Grant Recipient must (and must procure that any of its Representatives must) adhere to all applicable provisions of the Data Protection Legislation and not put the Authority in breach of the Data Protection Legislation.
3. On request from the Authority, the Grant Recipient must provide the Authority with all such relevant documents and information relating to the Grant

- Recipient's data protection policies and procedures as the Authority may reasonably require.
4. Subject to clause 6(b), the Grant Recipient agrees that the Authority and its Representatives may use Personal Data which the Grant Recipient provides about its staff and partners involved in the Funded Activities to exercise the Authority's rights under this Agreement and or to administer the Grant or associated activities. Furthermore, the Authority agrees that the Grant Recipient and its Representatives may use Personal Data which the Authority provides about its staff involved in the Funded Activities to manage its relationship with the Authority.
  5. The Grant Recipient agrees that the Authority may share details of the Grant, including the name of the Grant Recipient's organisation, with the UK Government and that these details may appear on the Government Grants Information System database which is available for search by other funders.
  6. The Authority and the Grant Recipient must:
    - (a) ensure that the provision of Personal Data to the other Party is in compliance with the Data Protection Legislation (including by ensuring all required fair processing information has been given to Data Subjects); and
    - (b) ensure that it only shares Personal Data with the other Party to the extent required in connection with Funded Activities.
  7. Where a Party (the Data Receiving Party) receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data shared pursuant to this Agreement:
    - 7.1. the other Party must provide any information and/or assistance as reasonably requested by the Data Receiving Party to help it respond to the request or correspondence, at the Data Receiving Party's cost; or
    - 7.2. where the request or correspondence is directed to the other Party and/or relates to the other Party's Processing of the Personal Data, the Data Receiving Party must:
      - 7.2.1. promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and must forward such request or correspondence to the other Party; and
      - 7.2.2. provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.
  8. Each Party must promptly notify the other upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to this Agreement and must:
    - 8.1. do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Data Breach;
    - 8.2. implement any measures necessary to restore the security of any compromised Personal Data;
    - 8.3. work with the other Party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in

accordance with the Data Protection Legislation (including the timeframes set out therein); and

- 8.4. not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.
9. Without limiting any other provision of this Schedule 8, each of the Parties must, on request, provide such information and assistance as is reasonably requested by the other Party to assist the other Party in complying with the Data Protection Legislation in respect of the Personal Data provided pursuant to this Agreement.
10. The Authority and the Grant Recipient must not retain or process Personal Data for longer than is necessary to perform the respective obligations under this Agreement.
11. The Grant Recipient must notify the Authority of any change to its constitution, legal form, membership structure (if applicable) or ownership, and of any complaint or investigation by any regulatory body or the police into its activities or those of its staff or officers or volunteers

## **Schedule 9 - Exit**

1. The following definitions must apply in addition to the definitions contained in condition 2.1 of these Conditions (Definitions):

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

### **General**

- 1.5 The Grant Recipient must prepare an Exit Plan within the first twelve months of this Grant Funding Agreement to allow the smooth closure of the Funded Activities.
2. Where the Authority intends to continue the operation of the Funded Activities in broadly the same way after expiry or termination of the Grant Funding Agreement, either by performing them itself or by means of a successor, The Grant Recipient must endeavour to ensure the smooth and orderly transition of the Funded Activities and must co-operate with the Authority or the successor, as the case may be, in order to achieve such transition.
3. When such endeavours and co-operation are outside the scope of the Grant, the Grant Recipient must provide quotations for reasonable charges associated with providing such assistance and the Authority must pay such reasonable charges.
4. The Grant Recipient must comply with any reasonable request of the Authority for information relating to the performance of the Funded Activities.

### **Exit Planning**

5. The Grant Recipient must, in conjunction with the Authority, maintain, and as necessary update, the Exit Plan throughout the Funding Period so that it can be implemented immediately, if required. From time-to-time either the Authority or the Grant Recipient may instigate a review of the Exit Plan.
6. The Grant Recipient must co-operate with all reasonable requests made by either the Authority or a successor body relating to exit transition arrangements for the Funded Activities.

### **Assistance**

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

### **Assets Register**

8. The Grant Recipient must maintain throughout the exit period of this Grant an asset register in accordance with the Terms and Conditions of the Grant Funding Agreement.
9. The Grant Recipient must not change the status of any asset without the prior written consent of the Authority where such a change would either be viewed as a major change or would require repayment in accordance with the Terms and Conditions of the Grant Funding Agreement.

### **Documentation and Access**

10. The Grant Recipient must provide the Authority on request with information and documentation reasonably necessary to assist with the transfer of the Funded Activities to the Authority or to a successor body, including any documentation required to support any bidding process for the provision of the Funded Activities. This includes full details of:
  - a) the work programme, objectives/targets, and other services delivered by the Grant Recipient under this Grant Funding Agreement;
  - b) any software, including Third Party software and any hardware used in connection with the delivery of the Funded Activities;
  - c) software and supply agreements used to deliver any services associated with delivery of the Funded Activities, including the agreements relating to any Third Party software identified by name of supplier, term of Grant, and charges payable under the Grant; and
  - d) any employees used by the Grant Recipient to help deliver the Funded Activities who are essential to this delivery; this information must be provided under conditions of confidentiality reasonably acceptable to the Grant Recipient.
11. The Authority may make the documentation available to suppliers who wish to bid for the provision of the activities. The Grant Recipient must respond expediently and in full to any reasonable questions by the Authority or the suppliers and must co-operate with any reasonable due diligence activities carried out by suppliers.

## **Transfer Support Activities**

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

## Schedule 10 – Joint Donor Language on SEAH

1. The parties have a zero tolerance for inaction approach to tackling sexual exploitation, abuse and harassment (“SEAH”). This means the Grant Recipient, and its Downstream Partners, will take all reasonable and adequate steps to prevent SEAH of any person linked to the delivery of this Agreement by both its employees and any Delivery Partner and respond appropriately when reports of SEAH arise. The Grant Recipient must apply the IASC Six Core Principles Relating to Sexual Exploitation and Abuse and the following principles and practices when implementing this programme and provide evidence to demonstrate this where required:

(a) Adherence to the [IASC-Minimum Operation Standards<sup>10</sup>](#) and/or SEA elements of the Core Humanitarian Standard on Quality and Accountability;

(b) A survivor-centred approach to SEAH issues;

(c) Strong leadership and signalling on tackling SEAH;

(d) Make all reasonable and adequate efforts to address gender inequality and other power imbalances;

(e) Robust reporting to enhance accountability and transparency;

(f) Ensure that SEAH standards from this arrangement are reflected in funding templates with Downstream Partners,

2. The Grant Recipient will adhere to the following reporting requirements:

(a) The Grant Recipient will promptly contact through written notice to [ODA.Safeguarding@theAuthority.gov.uk](mailto:ODA.Safeguarding@theAuthority.gov.uk) to report any allegation credible enough to warrant an investigation of SEAH related to this Grant Funding Agreement.

(b) The Grant Recipient should also promptly report to [ODA.Safeguarding@theAuthority.gov.uk](mailto:ODA.Safeguarding@theAuthority.gov.uk) any allegation credible enough to warrant an investigation of SEAH that are not directly related to this Grant Funding Agreement but would be of significant impact to the partnership.

3. The report, as referred to in paragraph 2.a and 2.b, will indicate Grant reference C25374, nature of the alleged misconduct, date of alleged misconduct, date of first report to Grant Recipient, location, involvement of Delivery Partner, state of affairs concerning the investigation and the action that will be taken by the Grant Recipient, and whether the case is referred to law enforcement. The Grant Recipient will provide updates on the status of the case. The notice will be given in writing and delivered to the point of contact mentioned in paragraph 2.a and 2.b.

4. It is understood and accepted that the Grant Recipient’s arrangement to report on SEAH is subject to not compromising the safety, security, privacy and due process rights of any concerned persons.

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<sup>10</sup> <https://interagencystandingcommittee.org/psea-protection-sexual-exploitation-and-abuse>

5. When the Grant Recipient becomes aware of suspicions or complaints of SEAH, the Grant Recipient will take swift and appropriate action to stop harm occurring, investigate and report to relevant authorities (for criminal matters) when safe to do so and after considering the wishes of the survivor.

6. The Authority or any of its duly authorised representatives may at all times carry out reviews, evaluations or other control measures to verify the Grant Recipient's zero tolerance for SEAH. The Grant Recipient shall fully cooperate with the Authority or any of its duly authorised representatives or agents to carry out such control measures.

**Schedule 11: Subsidy Control (Optional)**  
**Not Used**

## **Schedule 12 – Inventory of Assets**

## Schedule 13 - UK Aid and UK International Development Visibility Statement

As part of your funding agreement with Defra (the “Authority”), you are required to acknowledge funding from the UK government on your ODA funded programme, in written materials and verbal statements and through use of the UK International Development (UK Dev) logo on programme assets. Please refer to the UK Dev branding guidance for further information on how to acknowledge ODA funding from the UK government.

Please note that from April 27, 2023, the UK aid logo will be used mainly for humanitarian and rapid onset disaster responses. If you are not clear on what logo to use, then check with your Grant Manager.

You may be asked to provide, as part of your agreed reporting to Defra, evidence of the branding in use, including photographs of the logo in the field and examples of communications materials.

By completing and signing this statement you agree to fulfil these requirements.

<p><b>1. Organisation name:</b></p>
<p><b>2. Project name and brief description of what it will deliver:</b></p>
<p><b>3a. Please list the Assets that will be delivered by the Project that will carry the UK aid or UK International Development logo or acknowledgement of UK International Development funding </b></p> <p><i>List all Assets including physical items and supplies, and other non-physical items that will be delivered as part of the programme e.g., annual reports, research reports, websites, press releases, other communication or event materials (refer to Sections 5 &amp; 6 of the branding guidance for more information on where UK International Development branding should / should not appear).</i></p>
<p><b>3b. Please list the Assets that will be delivered by the Project that will not carry the UK aid or UK International Development logo and/or acknowledgement of funding and explain clearly why these items will not carry UK aid or UK International Development branding. All exceptions require approval by the Grant Manager on behalf of the Authority and a record of this approval, e.g. an email, should be kept along with the Project/programme documentation (refer to Section 6 of the UK aid branding guidance for more information on branding exceptions):</b></p>

**Declaration:**

I understand that no UK International Development funds may be used to procure any promotional communications goods or activities that do not have a direct impact on the successful delivery of this Project or serve to increase the transparency of Grant funding.

By signing this statement, you agree to fulfil the commitments stated above:

**Partner organisation representative:**

Name:

Job title:

Signature: \_\_\_\_\_ Date:

**Agreed by Grant Manager on behalf of the Authority:**

Name: [ ]

Job title, department:

Signature: \_\_\_\_\_ Date: