

Green Recovery Challenge Fund round 2: Standard terms of grant

Definitions

'we', 'us', 'our' – the Trustees of The National Heritage Memorial Fund (who administer the Green Recovery Challenge Fund on behalf of Defra).

'you', 'your' – the organisation(s) awarded the Grant as set out in the Grant Notification Letter.

Additional Grant Conditions – any additional grant conditions set out in the Grant Notification Letter.

Application – any documents or information you send us to support your request for a grant.

Application guidance – the document setting out the scope of the programme and how to apply.

Approved Purposes – the purposes for which you have applied for the grant and how you or others (a third party or third parties) intend to carry out those purposes as set out in your application.

Including you getting and using partnership funding and how you said you would use the property (if any).

Taking account of any changes to the list of land or other environment projects in your application.

Or other purposes we and you have agreed in writing up to the date of our decision to award you the grant, and any changes that we tell you about in the Grant Notification Letter.

Approved Usage – how you said you would use your property in your application (allowing for any changes that we may have agreed up to the release of any of the grant).

Defra – The Department for Environment, Food & Rural Affairs

Digital Outputs – all material with content created in or copied into a digital format by or for you in connection with the Project.

Duplicate Funding - Ineligible Costs already covered through other funding, for example from COVID-19 related HM Government funds, mainstream funds from HM Government or other schemes such as the Heritage Emergency Fund.

Eligible Costs – the approved costs set out in Appendix 1 to the Grant Notification Letter.

Evaluation Report – the report you must send us before we pay the last 10% of the grant telling the story of the Project, its achievements and lessons learned.

Event of Default – any of the events set out in paragraph 35

Grant – the amount set out in the Grant Notification Letter.

Grant Contract – made up of the

- Grant Notification Letter
- standard Terms of Grant
- any additional grant conditions
- signed Permission to Start Form

Grant Expiry Date – 31st March 2022 being the date by which you must achieve the Approved Purposes and by which you will make the final drawdown of the grant.

Grant Notification Letter – our letter confirming our grant award to you.

Ineligible Costs – ineligible costs set out in the [Application Guidance](#) and appendix to these terms.

Receiving a grant – the guidance we publish to explain how we will pay the grant, monitor the Project and agree any changes to the grant.

Project - the project or projects referred to in your application that consists of, or include, the Approved Purposes.

Project Completion Date the date that we make our final payment and are satisfied that the Approved Purposes of the Grant have been met.

Prohibited Act

- (a) directly or indirectly offering, giving or agreeing to give to any servant of the Authority or the Crown any gift or consideration of any kind as an inducement or reward for:
 - (i) doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of the Grant Contract, or
 - (ii) showing or not showing favour or disfavour to any person in relation to the grant Contract
- (b) committing any offence:
 - (i) under the Bribery Act.
 - (ii) under legislation creating offences in respect of fraudulent acts; or
 - (iii) at common law in respect of fraudulent acts in relation to the Grant Contract; or
- (c) defrauding or attempting to defraud or conspiring to defraud the Authority or the Crown;

Project Outputs – the outcomes and output measures set out in your application taking account of any changes we tell you about in the Grant Notification Letter.

Third Party – anybody (other than you) who owns or controls land or other property listed in the Application

Third Party Contract – a contract that you enter into with a third party in line with paragraph 29 (c) of this Contract.

Third Party Property – any land or other property identified in the application that belongs to or is controlled by a third party.

Your Property – any land, buildings or any other property that you buy, create, receive or restore that is funded by the grant including digital properties, intellectual property rights (if any) and any documents that you produce or order as part of the Approved Purposes.

Achieving the Approved Purposes

1. You must use the grant only for the Approved Purposes and Eligible Costs, unless you get our written approval to any change beforehand.
2. You must not start work to achieve the Approved Purposes without our approval beforehand known as Permission to Start.
3. You must start work to achieve the Approved Purposes within three months of the Grant Notification Letter.
4. You must achieve the Approved Purposes and make your final grant drawdown by the Grant Expiry Date.
5. You must use your property, or allow it to be used, only for the approved usage.
6. As well as these terms of grant, you must follow the Additional Conditions (if any) in the Grant Notification Letter, meet the requirements set out in the application guidance, **Receiving a Grant** and the grant acknowledgement requirements we provide and address any issues we identify in the course of monitoring.
7. You must carry out the Approved Purposes in line with current best practice.
8. You must follow all legislation and regulations that apply. You must have appropriate policies and procedures in place and act in accordance with them at all times to help you comply with any relevant laws, government requirement and best practice including but not limited to state aid, data protection, freedom of information, equal opportunities, employment law, harassment and bullying and safeguarding vulnerable people.
9. You agree to follow a whistleblowing process to report if the dignity, safety, security and well-being of end-users is not met.
10. If you are public body you must behave ethically by following the [7 principles of public life](#) and make sustainable choices to reduce your projects impact on the environment.
11. You must follow the [government Code of Conduct](#) that sets out standards of behaviour for people or organisations that receive government grants.
12. You must tell us if you receive duplicate funding for the project from any other source at any time during the project. If this means that you no longer need funding from us and/or our funding duplicates other specific funding this constitutes an Event of Default you must pay the grant or an appropriate portion of the grant back to us immediately upon demand.

State Aid and subsidies

13. You must ensure the grant is compatible with state aid law meaning:
 - 13.1. the law embodied in Articles 107-109 of section 2, Title VII of the Common Rules on Competition, Taxation and Approximation of Laws of the Treaty on the Functioning of the European Union, or
 - 13.2. any domestic law which replaces such state aid law following the UK's exit from the European Union such as the principles set out in Chapter 3 (Subsidies) of Title XI (Level Playing Field) of the Trade and Cooperation Agreement, the World Trade Organisation Agreement on Subsidies & Countervailing Measures, the Northern Ireland Protocol and any other World Trade Organisation or Free Trade Agreement that applies to your project.
 - 13.3. you must maintain appropriate records of compliance with the state aid and subsidy law and must take all reasonable steps to assist us to comply with any requirements and respond to any subsidy control challenge or investigation(s) instigated by the European Commission (or its domestic successor) into the Project or any equivalent regulatory body as the case may be
14. In the event that the grant is deemed to be unapprovable State Aid or subsidy, this constitutes a breach of our standard terms and you must repay the entire grant without delay together with compound interest from the date on which the unlawful aid was at your disposal until the date of its recovery.

Anti-fraud measures, monitoring and evaluation

15. You must give us all relevant financial or other validation information, records and progress reports at the stages set out in Receiving a Grant and any additional information we may need from time to time on the grant, your property, third party property, the Approved Purposes (and achieving them) and the Approved Usage.
16. You must allow us (or anyone we authorise) to have any access we may need to:
 - a. inspect your property, third party property and any work to your property or third party property
 - b. monitor the conduct and progress of the Approved Purposes, and
 - c. monitor the Approved Usage

In these cases, we will give you notice. You will report on the progress of the project at times agreed with us.

17. Within four months of the Grant Notification Letter you must provide us with your anti-fraud policy which should include methods of identification, reporting and escalation to reduce the risk of fraud.

You must allow us to examine your accounting processes and procedures to check the effectiveness of your anti-fraud measures and take into consideration any recommendations we may make to improve these measures to our satisfaction.

If you fail to meet this requirement we may, in accordance with paragraph 35(e), below require repayment of any grant instalments already paid to you and will stop any future instalments.

18. We will monitor the progress of the project and will carry out checks at and after completion of the project to confirm that it is delivering the outcomes expected. If we (or anyone we authorise) make any recommendations on the matters set out in paragraph 16, you must take those recommendations into account when meeting your obligations to us.
19. You must take appropriate steps to monitor your own success in achieving the Approved Purposes and in using your property for the Approved Usage and collect quantitative and qualitative data to evidence the outputs of the project. On completing the project, you must submit your Evaluation Report before we will release the final grant payment.
20. You must co-operate with our appointed external evaluator by engaging in evaluation activities including collection of all required data as part of a wider evaluation of the impact of the Green Recovery Challenge Fund as more particularly detailed in **Receiving a Grant** Guidance.

Procurement

21. Before you or a third party start any phase of the work needed to achieve the Approved Purposes, you or a third party must put in place all necessary contracts with appropriately qualified contractors and professional advisers to allow you or a third party to finish that phase of the work.

Works contracts must contain a clause which allows you to retain part of the contractors' fees on practical completion of the works. If you or a third party want any contracts to be on different terms, you must get our approval beforehand.

22. If the Approved Purposes involve buying goods or services or getting work done, you must carry out a tendering exercise in line with the requirements set out in the **Receiving a grant**.

Your property

23. If you use any of the grant yourself to buy, receive, create, restore, conserve or otherwise fund your property, you must continue to own it and keep exclusive control over what happens to it. Other than as permitted under paragraph 32 (Digital Outputs) you must not sell, let or otherwise part with it or any interest in it, or give any rights over it to anyone else (or take any steps to do so) without prior approval from us. If we give you our approval, it may depend on any of the following requirements:
 - a. That you pay us a share of the net proceeds of selling or letting your property within one month of parting with assets or other goods;

- b. That you sell or let your property at its full market value;
 - c. Any other conditions we think fit.
24. You must maintain your property in good repair and condition. If the Approved Purposes include creating, repairing or restoring your property, you must maintain it in good repair and condition after the works has been done. You must maintain, manage or conserve Your Property in accordance with a maintenance schedule or other management and maintenance plan which must be submitted to us before the Grant Expiry Date for our approval.
 25. You must insure or procure the insurance of any works undertaken as part of the project on your property under a contractors' all risks insurance policy.
 26. You must keep any equipment, tools, objects or fixtures (if any) that form part of your property in a physically secure and appropriate environment.
 27. You must tell us, in writing, within five working days about any significant damage to your property.
 28. Where possible you must arrange for the general public to have appropriate access to your property. You must make sure that no person is unreasonably denied access to your property.

Publicity and acknowledgement

29. We may make the purpose and amount of the grant public in whatever way we think fit.
30. Once we have announced the grant, you must acknowledge the grant publicly in line with the requirements we provide to you for acknowledging your grant, the Green Recovery Challenge Fund and Defra.

You must meet any other acknowledgement or publicity requirements we may tell you about from time to time. Before we make any public announcement of the grant, you must not issue any public statement, press release or other publicity in relation to the grant or which refers to us, other than in a form we have approved beforehand.
31. You must also provide us with digital images in electronic format of your project. You must also apply the required Creative Commons Attribution 4.0 International (CC BY 4.0) Open Licence to the images. You must get all the permissions required for you and us to make use of them before you use them or send them to us.

Digital outputs

32. You agree to observe the following terms as amended from time to time:
 - a. Apply a Creative Commons Attribution 4.0 International (CC BY 4.0) Open Licence or equivalent, to all grant funded Digital Outputs, with the exception of

- code and metadata, and not including public domain assets or non-original digital reproductions of public domain assets (see below).
- b. Clearly identify and apply Creative Commons 0 1.0 Universal (CC0 1.0) Public Domain Dedication, or equivalent to:
 - code and metadata created in the course of the project; and
 - Public domain assets or non-original digital reproductions of public domain assets
 - c. Obtain and maintain in force all authorisations of any kind required for you to apply the relevant Open Licence or Public Domain Dedication (CC BY 4.0 or CC0 1.0).
 - d. Contract to the effect that any creation by you or on your behalf of material which forms Digital Outputs is undertaken on terms that either the copyright in the digital material is assigned to you or that the copyright owner agrees that material may be shared under a CC BY 4.0 Open Licence or equivalent.
 - e. Ensure that the Digital Outputs are kept up-to-date, function as intended and do not become obsolete before the fifth anniversary of the Project Completion Date.
 - f. You must provide us with the web address or addresses (URL/s) of the site or sites that will host your Digital Outputs for the specified length of time, and update these if materials are relocated. For projects where materials are located across a range of sites, the URL of an online index page is required.
 - g. Comply with these Standard Terms of Grant in relation to the digital files that make up the Digital Outputs for the period agreed in the Grant Notification Letter. For the avoidance of doubt, this includes ensuring free and unfettered online access to the Digital Outputs. You must not release your project's Digital Outputs on other terms without our prior written consent.

Grant payment and repayment

33. We will, up to the Grant Expiry Date, pay you the grant or any instalment of it in line with these terms of grant and the procedures explained in **Receiving a grant** as long as:
 - a. The National Heritage Memorial Fund continues to operate under the National Heritage Act 1980 (as amended from time to time), and enough funds are made available to us by Defra, and
 - b. We are satisfied that you or a third party are achieving (and will continue to achieve) or have achieved the Approved Purposes in line with these terms of grant and that you are spending the grant in proportion to any other funds you receive from other sources for the Approved Purposes.
34. You acknowledge that the grant is the total amount of funds we will provide and will not be increased as the result of you overspending or for any other reason.

Clawback, events of default, termination and rights reserved for breach and termination

35. You must repay to us immediately any Grant that we have paid you (and we will stop any future instalments of the grant) if any of the following events of default occur:
- a. You do not start the Project within three months of the Grant Notification Letter and fail to provide us with a satisfactory explanation for the delay, or fail to agree a new date with us on which the Approved Purposes must start.
 - b. You fail to use the grant for the Approved Purposes and/or Approved Usage.
 - c. You use the grant for any ineligible costs which are set out in the guidance and in the Appendix below.
 - d. You fail in our opinion, to make satisfactory progress with the Approved Purposes and in particular, with meeting the Project Outputs.
 - e. You fail to comply with our anti-fraud requirements in paragraph 17 above.
 - f. You fail to comply with our Third Party Contracts requirements.
 - g. You have, in our opinion, given us fraudulent, incorrect, incomplete or misleading information in the application or in any subsequent supporting correspondence to an extent which we consider to be significant or you knowingly withhold information that is relevant to the content of your application.
 - h. You have acted negligently in any significant matter or dishonestly or fraudulently in connection with the Approved Purposes or the Approved Usage (in this context negligence includes but is not limited to failing to prevent or report actual or anticipated fraud or corruption).
 - i. You cease to operate for any reason, or pass a resolution (or any court of competent jurisdiction makes an order) that you be wound up or dissolved (other than for the purpose of a bona fide and solvent reconstruction or amalgamation).
 - j. You become insolvent as defined by section 123 of the Insolvency Act 1986, or you are declared bankrupt, or you are placed into receivership, administration or liquidation, or a petition has been presented for your winding up, or you enter into any arrangement or composition for the benefit of your creditors, or you are unable to pay your debts as they fall due.
 - k. You undergo a change of control which we, acting reasonably, consider:
 - will be materially detrimental to the Approved Purposes and/or
 - the new body cannot continue to receive the grant because they do not meet the eligibility criteria used to award the grant to you
 - we believe that the Change of Control would raise national security concerns and/or

- the new body intends to make fundamental change(s) to the Approved Purposes
- l. You transfer or novate the grant to any other person or organisation without obtaining our prior written approval.
 - m. any competent authority directs the repayment of the grant
 - n. You do or fail to do anything that brings any or all of NHMF, Defra, Natural England, the Environment Agency and/or the Green Recovery Challenge Fund into disrepute, or which we consider for any reason puts public funds at risk.

This includes but is not limited to receiving funding from another party which in our opinion undertakes activities that are likely to bring the Green Recovery Fund and/or NHMF, Defra, Natural England and the Environment Agency in disrepute.
 - o. You fail to declare you have received duplicate funding.
 - p. You fail to declare any partnership funding.
 - q. You fail to act in accordance with the Law howsoever arising, including incurring expenditure on unlawful activities.
 - r. You fail to comply with the Government's COVID-19 requirements.
 - s. You breach the Code of Conduct and/or fail to report an actual or suspected breach of the Government Code of Conduct for Recipients of General Grants.
 - t. The European Commission (or a Domestic Successor) or the Court of Justice of the European Union (or Domestic Successor) requires any grant paid to be recovered by reason of a breach of State Aid Law or you fail to comply with the provisions of the exemption or scheme under State Aid Law that applies to the Approved Purposes and the grant, as set out in paragraph 10 above.
 - u. You commit a Prohibited Act.
 - v. You fail to keep to any of these Standard Terms of grant.
36. If you achieve the Approved Purposes without spending the full amount of the grant, you must pay back the part of the grant you have not spent.
 37. If you sell or otherwise part with all or part of your property without our permission under paragraph 23, or you receive money in some other way as a result of you not following these terms of grant, you may have to pay us immediately a share of the net proceeds if that share is more than the amount we would otherwise be entitled to under paragraph 35.

Third Party Contracts

38. If the Approved Purposes involve a third party using part of the grant to buy, receive, create, restore, conserve or otherwise fund third party property, we will only pay you that part of the grant on the conditions set out in **Receiving a grant** guidance and if:

- a. you have sent us any details of the third party and of the third party property that we need to see and approve in line with **Receiving a grant**;
 - b. no work or alterations have been carried out to the third party property since you included it in the application, which you believe make it less valuable as a heritage or natural asset, and
 - c. the third party has entered into a third party contract with you that allows you to enforce against the third party, in relation to their third party property and the part of the grant you have set aside for them, terms that are no less strict than these terms of grant
39. If a third party breaks any of the terms of its third party contract, you must, unless we agree otherwise, take all reasonable steps to enforce those terms and recover any money they owe you as a result. You must pay us a share of any money you recover from a third party. You must work out the share in line with **Receiving a grant**. You must pay us this money immediately.
40. If we tell you in writing, you must allow us to take over and carry forward for our own benefit any proceedings against a third party. You must also make sure that all third party contracts allow for this to happen. If we tell you, you must transfer to us any rights that you may have as a result of a third party contract being broken.
41. You must not use any part of the grant towards work on your property or third party property without getting our written permission beforehand if that part of the grant has been identified in the Grant Notification Letter as one which you must refer to us before you offer it.
42. Unless we agree otherwise, you must make sure (in a way that can be enforced in law) that anyone who buys or receives third party property from a third party:
- a. insures the third party property up to an amount and against such risks as is reasonable and appropriate in all the relevant circumstances
 - b. maintains the third party property's character and appearance, bearing in mind the area it is based in
 - c. keeps to any other conditions we say must be followed before the third party property is sold, and
 - d. repays you in line with the conditions of **Receiving a grant** for repaying the grant
43. You must take all reasonable steps to monitor and, unless we agree otherwise:
- a. enforce against anyone who buys or receives third party property from a third party the conditions referred to in paragraph 42 a), b) and c) above
 - b. recover any amounts owed to you in connection with paragraph 42 d); and
 - c. pay us a share of any amount you recover. You must work out this share in the same way as under paragraph 30 of these terms of grant

General terms

44. You may not, and must not claim to, transfer the grant or any rights under these terms of grant.
45. You must take all steps and sign and date any documents as may be necessary to carry out your obligations under these terms of grant and to give us the rights granted to us under them.
46. If there is more than one of you, any liability under these terms of grant will apply to you all together and separately.
47. We may rely on any of our rights under these terms of grant at any time, even if we do not always choose to do so immediately. If we decide not to rely on one right, we may still rely on any of our other rights under these terms of grant.
48. If you need our approval for anything, you must write to us to ask for it. You may only rely on any approval needed under these terms of grant if we (or anyone we authorise) give it to you in writing.
49. Any notice, request or other document we or you send to each other under these terms of grant can be delivered or sent by any effective means.
50. Any documents you need to send us under these terms of grant are for our own purposes only. If we approve or accept any documents, this does not mean that we have approved or accepted them for any other purpose.
51. These terms of grant will last for the period of 10 years from the Project Completion Date.
52. These terms of grant cannot be enforced by anybody other than you or us.
53. Our staff, trustees and advisers cannot give you professional advice and cannot be held responsible for any action you take, any action you fail to take, or for your debts or liabilities. Even though we may give you funding you are still fully responsible for every part of your project, your business and the decisions about it. We will not be responsible to anyone else who may take, or threaten to take proceedings against you.
54. You must tell us in writing as soon as possible if any legal claims are made or threatened against you and/or would adversely affect the project during the period of the grant (including any claims made against members of your governing body or staff concerning the organisation).
55. You must tell us in writing as soon as possible of any investigation concerning your organisation, trustees, directors, employees or volunteers carried out by the Police, Charity Commission, H M Revenue & Customs or any other regulatory body.
56. We reserve the right at any time to introduce new requirements, guidance and/or Additional Conditions and amend these Standard Terms.

Appendix

Ineligible Costs

- anything that contravenes HM Government's advice on COVID-19
- recoverable VAT
- costs related to promoting the cause or beliefs of political or faith organisations
- costs already covered through other funding, for example from COVID-19 related HM Government funds, mainstream funds from HM Government or other schemes such as the Heritage Emergency Fund
- costs related to lobbying and/or activity to influence legislative or regulatory action
- costs incurred prior to any grant award

Full Cost Recovery for 'other not-for-profit organisations' (e.g. AONBs, National Parks Authorities, local authorities, universities)