

Nature Networks Fund Receiving a Grant Guidance

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Introduction

Congratulations on being awarded a Nature Networks Fund Grant, we look forward to helping you deliver a successful Project. The funding you will receive is public money from Welsh Government, and as such we are duty-bound to ensure that it is managed in an accountable way. This means that there are a number of processes that you need to follow throughout the life of your Project. We try to make these proportionate in line with the level of Grant you are receiving.

We appreciate that this may be the first time you have received funding from us and you may be unsure how to request your Grant and keep us informed about your progress. This document will explain what to do and will answer any queries you may have. It sets out how you will receive your Nature Networks Fund grant of £50,000 to £500,000. It also explains what we expect of you before, during and after receiving it.

We like to work in a collaborative way, so keep in touch with us if you need our support. Your first point of contact with the National Lottery Heritage Fund is the person named in the Grant Notification Letter. We expect you to respond promptly to any requests for information and to discuss any substantial changes to your Project with us. You must address any issues we identify throughout your Project.

We would like to visit or meet all of the organisations we fund but unfortunately, this is not always possible, especially given changeable Covid-19 restrictions. However, please invite us to key Project events and openings and we will aim to send a representative where possible.

We will carry out checks throughout your Project to confirm that you are delivering the Outcomes identified in your Application and the Approved Purposes set out in your Grant Notification Letter.

Your Grant Contract with us, the Funder, is made up of the following:

- Letter;
- Standard Terms of Grant;
- Any Additional Grant Conditions;
- Signed Permission to Start and Payment Request form.

If you do not comply with the Grant Contract, we reserve the right to request repayment of some or all of your Grant.

This document sets out our standard practices but please note we may choose to vary our processes depending on the specific circumstances of your Project.

We have created a useful Glossary of Terms which is located in Appendix H of this document. If you are unsure of any terms used in this document, refer to this section.

Top Tips

- Don't start your Project before we give you permission;
- Consider evaluation of your Project from the beginning;
- Acknowledge the contribution by Welsh Government to your project
- Keep track of your Project spend;
- Keep track of your Project timetable;
- Keep all invoices and receipts organised;
- Know your Approved Purposes;
- Review and learn from what you are doing;
- Remember to claim your Grant;
- Make sure you speak to us about any issues;
- Keep Project evidence, for example from launches, workshops & promotion;
- Above all else, enjoy your Project!

Project Timeline

- Grant award
- Submit Permission to Start by 31 December 2021
- Deliver your project activity
- Complete your project and submit your Completion Report by 31 March 2023
- Duration of terms of contact up to **10 years** (see section 9)

How we will work with you

This section explains the guidelines we expect you to follow when delivering your Project. If you are unsure of any of the points raised, get in touch with us.

Important Documents

We recommend that you familiarise yourself with the following documents before embarking on your Project:

- Grant Contract;
- [Nature Networks Fund Application Guidance](#) on our website;
- Evaluation: Good-Practice Guidance.

Additional guidance is available in the [Good practice guidance](#) sections of the website. We also recommend that all those closely involved in the delivery of your Project are familiar with the Application you submitted to us. In particular the Outcomes and the Approved Purposes you committed to deliver.

Payment of your Grant

We aim to release the first payment of your Grant within 10 working days of receiving your completed form and all the mandatory supporting documents. Payment will be made to the bank account identified in your Permission to Start and Payment Request form.

For **grants under £100,000**, your Grant is paid in three instalments based on the following percentages:

- **50%**: Once we have granted you Permission to Start.
- **40%**: Once you can evidence that 50% of the total Project costs have been spent.
- **10%**: Once your Project is complete.

For **grants over £100,000**, we will pay your *Grant* in arrears once you are able to provide invoices or receipts that demonstrate your *Project* expenditure. We will agree a payment schedule with you at *Permission to Start* and payments will be made as the *Project* progresses, subject to you providing evidence of expenditure.

You will need to use the *Payment Request* form (see section 8) to request payment of your *Grant*. We typically expect a *Progress Report* (see section 7) to be submitted with the *Payment Request Form* in order to receive a payment of your *Grant* as we will only release payments after being satisfied with the progress of your *Project*.

We will pay a proportion of the costs you have incurred based on the *Payment Percentage* identified in your *Grant Notification Letter*. Therefore, if you provide invoices totalling £50,000 and your *Payment Percentage* is 85% your *Grant* payment will be £42,500.

For **all grants**, we withhold the final 10% of your Grant until the Project is completed. We will only pay the full 10% if:

- the total agreed costs have been spent *and*
- you have completed and submitted your Completion Report and Final Payment Request form, including evidencing your total project costs

If you spend less than your agreed costs and your Project completes under budget you will need to return any Grant that has not been spent to us. This will be calculated based on your overall Project costs and the Grant Percentage identified in your Grant Notification Letter. See the 'Completion report and final payment request' section of this document for further details on how the final payment of under-budget Projects is calculated.

Grant Expiry Date

All projects receiving funding through the Nature Networks Fund have a Grant Expiry Date of 31 March 2023. You must complete your Project and submit your Completion Report and Final Payment Request form by this date.

We are unable to grant extensions to this timetable. If your project is at serious risk of not completing, we may close your Project early and ask for the repayment of all or part of your Grant so please discuss with us at the earliest time possible.

Acknowledgement of your Nature Networks Fund Grant

We appreciate you will be very keen to share the happy news about your grant award, but please do not issue any statements to the media or on social media about your grant funding yet. The Heritage Fund and Welsh Government's press team will be in touch with you in early September to discuss this. Thank you for your cooperation with this matter.

Acknowledging your grant is a condition of the Grant Contract. You must acknowledge Welsh Government in all printed and digital materials that you produce, for example, on public consultation or fundraising information or materials. You must also include the logos on all designs or plans you produce, on all specialist reports or surveys, and on all tender documents or job adverts that are funded by your Grant.

We encourage you to develop innovative and creative offers or promotions designed to raise awareness of our funding. We may ask you to participate in press campaigns or events acknowledging the Welsh Government's contribution to your organisation and project.

If you do not comply with our acknowledgment guidelines we reserve the right to stop making payments and to request repayment of some or all of your Grant.

If you need any help or have any questions about acknowledging your Grant get in touch with us.

Procurement: Consultants, Contractors and Suppliers

In all projects, whenever you use your grant to purchase goods, works or services, we will ask you to give us details of the procurement (which is the buying, tendering and selection process). If you have already purchased goods, works or services for your project, you will need to tell us how you did it. We cannot pay your grant if you have not followed the following procedure.

You should always consider equality of treatment, transparency, mutual recognition and proportionality when procuring any goods, works or services.

If you are a Public Body grantee or your project is subject to Public Procurement legislation, then you must follow the relevant legislation.

Procedures to recruit consultants and contractors must be fair and open and comply with relevant equality and employment legislation. Fees for any consultants or other professionals that you recruit during the project should be in line with professional guidelines and be based on a clear written specification. If any of the contractors, suppliers or consultants you wish to appoint are linked, for example close friends or relatives, or if there is any financial link such as ownership of these suppliers you will need to obtain our written permission from us first.

If you are unsure about your obligations, we advise you to take professional or legal advice.

Under £10,000

If you are buying goods, works or services for under £10,000 you do not need to openly tender for these or obtain multiple quotes. We will still expect you to show overall value for money.

Between £10,000 and £50,000

You must get at least three competitive quotes for all goods, works and services worth £10,000 or more (excluding VAT) that we have agreed to fund.

You do not necessarily need to appoint the contractor, supplier or consultant who provides the lowest quote. When deciding who to appoint for your project, you should look at the

overall value for money the quote presents and the skills, experience and financial viability of the contractor, supplier or consultant.

Above £50,000

For all goods, works and services worth more than £50,000 (excluding VAT), you must provide proof of competitive tendering procedures. Your proof should be a report on the tenders you have received, together with your decision on which to accept.

You do not necessarily need to appoint the contractor, supplier or consultant who provides the lowest quote. When deciding who to appoint for your project, you should look at the overall value for money the quote presents and the skills, experience and financial viability of the contractor, supplier or consultant.

In some circumstances, you do not need to undertake a competitive tendering procedure and you can invite only one organisation to tender. This is where:

- the total price of the contract is less than £10,000,
- a framework agreement is in place for the supply of goods, works or services which has been previously competitively tendered, and the goods or services are directly relevant to the scope of the project works to be undertaken,
- there is a project contract in place, which has previously been competitively tendered, and it is logical to extend to cover additional project work. In this case you must confirm that:
 - in the case of capital works the prices of most elements of work, including preliminaries, overheads and profits can be directly applied from the existing contract to the new work,
 - the new work is smaller in scale, and is of a similar type to the main contract work,
 - the contractor will not claim disruption or prolongation cost to the main contract if the new work is introduced,
 - the existing contract restricts work being undertaken by others,
 - the goods, works or services required are unique as set out in a non-branded requirement specification and it is not possible to obtain them from other sources by competitive tender,
- you can demonstrate that you have tried to tender the goods, works or services openly and competitively but had not received sufficient interest. The only tender received was submitted by a service provider who believed they were doing so in competition with others,
- emergency work where it can be shown that time taken to obtain tenders would put the project at risk and add considerably to eventual costs,

- the company providing the single tender is not connected, either through ownership or through family connections, with senior representatives of the grantee.

We will also require you to consider social values in your procurement, including:

- Diverse supply chains
- Improved employability and skills
- Inclusion, mental health and well-being
- Environmental sustainability
- Safe supply chains

You should ensure any contractor/supplier/consultant who may contribute to the creation of *Digital Outputs* is aware of our requirement for projects to share these under a Creative Commons Attribution 4.0 International licence or equivalent, and ensure you have agreement for the resulting work to be shared in this way. Where this is not possible, you must seek written agreement to make alternative arrangements with us, for example to use an alternative *Open Licence*, prior to issuing any contract of work.

Recruitment of Staff

All staff posts must be advertised with the following exceptions:

- If you have a suitably qualified member of staff on your payroll that you are moving into the post created by your Project;
- If you have a suitably qualified member of staff on your payroll whose hours you are extending so that they can work on the Project. In this case we will fund the cost of their additional hours spent on the Project and you will need to tell us about the role they will undertake;

We may ask to see evidence of the recruitment procedure you followed so keep these records safe.

If you are moving an existing member of staff into a post created by the Project, then we can either pay for the cost of this member of staff, or for the cost of backfilling their post, whichever cost is less (where an employee is assigned to a new job and their position is temporarily filled by another employee).

If you wish to appoint any new members of staff on your Project who are linked with any members of staff at your organisation, for example, any close friends, relatives, or ex-members of staff, you will need to obtain written permission from us first.

All salaries should be based on sector guidelines or similar posts elsewhere.

We are committed to ensuring that the heritage sector is inclusive and sustainable. You must use the Living Wage rate (and London Living Wage where applicable) for all Project staff.

VAT

We cannot cover the costs of VAT that you can reclaim, it is therefore your responsibility to seek appropriate advice.

If your VAT status changes during your Project, we will reduce our contribution to the costs where you have managed to claim back the VAT.

VAT Underspend:

If you spend less on VAT than you have outlined in the Project Costs section of your Application, you can, with our permission, transfer the underspend to another cost heading if a clear need is demonstrated. You will need to demonstrate how these changes will help you to deliver your Project to achieve your Approved Purposes.

Worked Example A:

You have included a budget for VAT against the cost heading Professional Fees in your Application. After going through a tender process to appoint a consultant, the person you appoint is not VAT registered and therefore the budget for VAT on Professional Fees is no longer needed.

During the tender process to appoint a contractor to carry out the conservation works you find the returned tenders are higher than you had budgeted you. The VAT underspend on Professional Fees could, with our permission, be transferred into the cost heading for Repair and Conservation to fund the deficit.

Refer to the 'Updating us on your project' section of this document for further information about moving costs between headings.

VAT Overspend:

Where the cost of VAT exceeds the amount you have outlined in the Project Costs section of your Application we would expect you to find the additional costs from elsewhere (for example your own reserves or another funding source) as transferring funds from another cost heading to cover any VAT overspend could potentially impact on the delivery of your

Project and the Approved Purposes. In certain circumstances we may allow for the use of your contingency to address VAT overspend, you must get in touch with us to discuss this.

Photographic Record

We expect you to capture photographs throughout your Project showing your progress which you should submit with your Progress Report (where relevant). You will need to provide a photographic record of your Project with your Completion Report and Final Payment Request form which includes at least five high-resolution digital images in electronic format showing different aspects of your Project.

The images should show your Project in action and its outcome. You will need to provide a sample of images that show your Project before, during and after it is finished. When completing your Progress Report and Completion Report and Final Payment Request form you can let us know if material from your Project is available on the internet and where it can be found.

We may make use of your images in publicity material. You give us the right to use those you provide us with at any time, including altering them. 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. These images, along with other *Digital Outputs* from your project, should also be shared with an *Open Licence* (Creative Commons Attribution 4.0 International). If you are not the rights holder, you must ensure you have agreement to share these images under this specified *Open Licence*.

You must ensure that you collect appropriate written consent from anyone who appears in these images that they can be reused in relation to publicity and promotional materials, and that they can be shared online under the specified *Open Licence*. This is particularly important where images include young people or vulnerable adults and where specific permission must be sought in advance. If you require any guidance on this please speak to us.

If your images are not suitable for sharing under an Open Licence, other arrangements will need to be put in place. Please speak to us as soon as possible.

Community Grants Scheme

As part of your Project, you may have asked us to contribute towards a ring-fenced pot of money that you can use to fund other groups/organisations (who we call Community Grantees) to deliver small discrete Projects (Community Grants). These Community Grants will contribute to the overall aims of your Project. Any Grants like this must demonstrate good value for money, and public benefit should outweigh any private gain. You will

manage the funding pot, develop an application process with a decision panel and monitor progress. The Community Grant Scheme must also be publicised by you, so it is widely known and open to all.

These grants may include activities on and/or capital works to land in third party ownership (see Appendix B).

For more information about delivering a Community Grant Scheme and FAQs visit our website.

Online Forms and Portal Login

You will need to fill in a number of forms throughout the duration of your project. All forms are linked to a specific Grant payment and a Payment Request Form must be submitted with your Progress Report/Completion Report in order to receive the next payment of your Grant. All forms will be submitted through our new online grant service. This is a different service to the area where you completed and submitted your Application, and instructions to access the grant service will be sent separately. As this grant service is new, please do contact us if you have any difficulties in accessing the project forms.

Permission to Start and Payment Request Form

We normally expect you to submit your Permission to Start form within **three** months of the date of your Grant Notification Letter. If there are substantial delays and it has not been received by 31 December 2021 we may decide to withdraw the offer of your Grant. Before we are able to grant you Permission to Start and release your Grant you will need to complete the following tasks (if applicable):

- Secure all partnership funding (if identified in your Application);
- Obtain statutory permissions, for example planning permission;
- Secure any necessary licences, for example a newt or bat licence;
- Secure ownership of freehold or leasehold Property to meet our requirements – see Appendix A.

To start your Project and receive your first Grant payment, you must complete the Permission to Start and Payment Request form online.

The form must be completed with at least two signatures in the Bank Account Details section and a signature in the Declaration section. By signing the Declaration, you are confirming that your organisation accepts your Grant and agrees to comply with the Grant Contract. You should keep a signed copy for your records.

Supporting Documents Required

It is important that submitted documents are legible and are given names that usefully describe their contents. In submitting invoices, these should be combined into a single file and set out in the order in which they appear in the claim. Scans should ideally be in monochrome (B&W or grey-scale) as these will be smaller files and allow you to attach more.

All documents should be in PDF format, with the exception of spread-sheets which should be in their original format.

Mandatory documents

- A copy of a recent bank statement, paying in slip or cheque ;
- Monitoring plan appropriate for the site and project to enable evaluation of project against specified outcomes ;

Mandatory document (if applicable to your project)

- Proof of partnership funding ;
- Fundraising plan ;
- Documentary proof of Property ownership including for example up-to-date copies of the Land Registry title register (with plan), leases and evidence of any existing mortgages ;
- Proof of any necessary statutory permissions or licences;
- Updated Project plan (if substantial changes since Application);
- Project cashflow forecast (for Projects that are undertaking capital works).

Once we have approved your request we will inform you and we will authorise the first payment of your Grant. You can then start work on your Project. You should not start any work on your Project until you have our written permission to do so. If you do so it is at your own risk.

We will not make any Grant payments to you until your Permission to Start and Payment Request form has been approved. We will use the information you supply with this form to help us to monitor your Project's progress and performance.

Updating us on your Project

Once we have confirmed you have Permission to Start you do not need to submit any further forms until you are ready to claim the second instalment of your Grant.

However, you must get in touch with us as soon as possible about any problems or significant issues (for example issues that could lead to changes in costs, serious delays, or failure to deliver the Approved Purposes and Outcomes) that arise during the course of your Project so that we can respond and support you as appropriate. Let us know in advance about any events and update us on any successes and good news stories.

Project Changes

You cannot change the Approved Purposes of your Project without our prior written agreement. If you want us to consider any changes to your Approved Purposes you must send us written details of the reasons for the request and explain how it will affect:

- the quality and Outcomes of your Project;
- the cost of your Project;
- the time you need to complete your Project;
- the future viability of your Project.

We may then re-assess the Project or take any other action we consider necessary. We may give permission for the change only if you agree to keep to extra terms and conditions.

Any changes that are agreed with us must be in writing and should also be reported in your Progress Report and/or Completion Report and Final Payment Request form.

Budget Changes

Your Grant Notification Letter includes the Project costs agreed as part of your Grant. All money spent on the Project should be reported against these cost headings.

If you need to make minor changes and move funds between these cost headings in order to achieve your Approved Purposes you can report on this in your Progress Report. You must demonstrate how these changes helped you to deliver your Project.

You must get in touch with us in advance if you want to propose any substantial changes to these cost headings and for any major spending of your contingency. Please note all changes must be within the capital/revenue limits set by Welsh Government in the application guidance. Approximately 90% of the total project costs should be capital. Up to 10% revenue funding is available to assist the delivery of the project.

If you spend less than your agreed costs and your Project completes under budget, we will adjust your final payment accordingly and you may need to return some of your Grant to us (see the 'Completion Report and Final Payment Request' section of this document for details about how this is calculated).

If the total Project cost increases during the course of the Project, we will only consider increasing your Grant in exceptional circumstances. In this case you will have to provide further information.

Progress Report and Payment Request Forms

For grants under £100,000, you should submit a Progress Report with your Payment Request form when you have spent the first 50% of your Grant. This will allow you to request the second payment of your Grant (40%).

For Grants over £100,000, you should submit a Progress Report form and Payment Request form at regular intervals, normally every 3 months. Your Investment Manager may agree different intervals with you at your start-up meeting. This will allow you to declare your spending so far and request payment in arrears.

We will monitor the progress of your Project to confirm that it is delivering the Outcomes identified in your Application and the Approved Purposes set out in your Grant Notification Letter. In between submitting your Progress Reports, it is important that you keep us informed of progress in reaching key milestones, for example appointment of contractors or staff, or issues arising so that we can respond and support you as appropriate.

Supporting Documents Required – Progress Report

It is important that submitted documents are legible and are given names that usefully describe their contents. In submitting invoices, these should be combined into a single file and set out in the order in which they appear in the claim. Scans should ideally be in monochrome (B&W or grey-scale) as these will be smaller files and allow you to attach more.

All documents should be in PDF format, with the exception of spread-sheets which should be in their original format.

Mandatory documents

- Photographs showing the progress of your Project ;
- A record of activities or events that you have arranged ;

Mandatory document (if applicable to your project)

- Job selection/appointment ;
- Procurement reports .

Supporting Documents Required – Payment Request Form

Mandatory documents

- Project invoices received during the reporting period;

Mandatory document (if applicable to your project)

- Table of costs for amounts of less than £250.

Completion Report and Final Payment Request Form

Once your Project is complete you must submit the Completion Report and Final Payment Request form. This form will allow you to claim the final payment of your Grant (up to 10%). We recommend that you do this as soon as you can gather all the information together and while the Project is still fresh in your mind.

This form **must** be submitted by 31 March 2023. If we do not receive the report within this timescale, we may withhold your final payment or ask for the repayment of some or all of your Grant.

By complete we mean:

- your Project is finished, and you have achieved your Approved Purposes;
- you have followed our Nature Networks Fund acknowledgement guidance throughout the project

- you have a Practical Completion Certificate or equivalent (for Projects that have undertaken capital works);
- you can supply high resolution digital Project photographs and proof of acknowledgment of our funding;
- you have listed the project's Digital Outputs and provided the web address (URL) of the website or websites where they can be accessed.

Supporting Documents Required

It is important that submitted documents are legible and are given names that usefully describe their contents. In submitting invoices, these should be combined into a single file and set out in the order in which they appear in the claim. Scans should ideally be in monochrome (B&W or grey-scale) as these will be smaller files and allow you to attach more.

All documents should be in PDF format, with the exception of spread-sheets which should be in their original format.

Mandatory documents

- Project invoices received during reporting period;
- Photographic record of your Project;

Mandatory document (if applicable to your project)

- Table of costs for amounts of less than £250;
- Record of Community Grants awarded;
- Certificate of Practical Completion (for Projects that have undertaken capital works);
- List of Digital Outputs with web address (URL) or the website or websites they can be accessed

Please note that we will not make your final payment until we have received and reviewed all the required information.

Once you have made your final Grant request, we will not accept any further requests for payments from you. You should therefore agree your final accounts with your contractors and suppliers before you apply for the final Grant payment.

We will continue to keep in contact with you at intervals after the Project is completed including through our Customer Surveys.

Projects Completing Under Budget

If you spend less than your agreed costs and your Project completes under budget you will need to return any Grant that has not been spent to us. If the underspend is less than 10% of your Grant we will adjust the final payment of your Grant accordingly. If the underspend exceeds 10% of your Grant you will need to return the unspent Grant to us via cheque or BACS transfer (bank details are available upon request). Your final payment will be calculated based on your overall Project costs and the Grant Percentage identified in your Grant Notification Letter.

In the event of your project completing under budget, you must retain the budget limits set by Welsh Government in the application guidance. Approximately 90% of the total project costs should be capital. Up to 10% revenue funding is available to assist the delivery of the project.

Worked Example B:

Total Project costs are £38,000, your organisation is contributing £8,000 from reserves and your Grant is £30,000. The Grant Percentage is therefore 79% (Grant divided by total Project costs).

Of your Grant, at least 90% or £27,000 must be allocated to your Capital budget, and up to 10% or £3,000 to Revenue costs.

If your Project completes under budget we will adjust your final payment accordingly and you may need to return part of your Grant to us based on the Grant Percentage. For example, if your Project is £3,000 under budget and your total evidenced spend is £35,000, then based on the Grant Percentage of 79% your Grant would be adjusted to £27,650. Therefore, your final payment would be adjusted from £3,000 to £650.

The grant's capital costs would be £24,885 and revenue costs would be £2,765.

Project Completion Date & Grant Contract Duration

The formal Project Completion Date is the date of the letter we will send you at the end of your Project letting you know that we have received all the necessary documentation to record your Project as complete.

Your Grant Notification Letter states the duration that the Grant Contract will apply to your Project during which you must maintain your ongoing Project commitments. These start once we have signed your Permission to Start form and may last for a number of years after your Project completes, depending on the nature of your Project, as follows:

- **Activity** (for example an exhibition and/or event with no digital outputs): the Grant contract ends on the Project Completion Date;
- **Capital** (for example new building or restoration works): ten years after the Project Completion Date
- **Digital** (for example the creation of a website): ten years after the Project Completion Date
- **Acquisition** (for example buying land or a building): ten years after the Project Completion Date

A delay in submitting your Completion Report and Final Payment Request form will extend the duration of the Grant Contract.

Appendix A: Property Ownership

Ownership

We expect you to own any Property (land, buildings, heritage items or intellectual Property) on which you spend your Grant. If you do not meet our ownership requirements, you will need to improve your rights.

Land and buildings – for capital works

You must either own the freehold or have a lease which meets the following requirements:

- Not for profit organisation: Your lease must have ten years left to run after the Project Completion Date.
- Private Owner: Your lease must have at least ten years left to run after the Project Completion Date.
- We do not accept leases with break clauses (these give one or more parties to the lease the right to end the lease in certain circumstances).
- We do not accept leases with forfeiture on insolvency clauses (these give the landlord the right to end the lease if the tenant becomes insolvent).
- You must be able to sell on, sublet the whole or part and mortgage your lease but if we award you a Grant, you must first have your permission to do any of these.

Land or buildings in third party ownership

- Land/buildings in third party ownership: if a third party owns the land (which may include a Project partner) we will either require the owner to sign up to your Grant Contract directly with us or require you to enter into a legally binding agreement with the owner. See Appendix B.

Acquisitions of land or buildings

If your Project involves buying land or buildings, you must buy them freehold or with a lease with at least 99 years left to run.

Heritage items

For Projects involving buying a heritage item or carrying out conservation work to a heritage item you must buy or own the item outright.

Digital Outputs

We have specific requirements, which are set out in your Standard Terms of Grant, for 'digital outputs' produced as part of any National Lottery Heritage Fund Project. We are using the term 'digital output' to cover anything you create in your Project in a digital format which is designed to give access to heritage and/or to help people engage with and learn about heritage. For example, this includes photographs, text, software, web and app content, databases, 3D models, sound and video recordings.

Items created in the management of the project, for example emails between team members and records of meetings, are not included in the requirement. The requirements do not apply to digital outputs that have no heritage content or do not engage people with heritage, e.g. a website that contains only information about your organisation/Project or events listings.

All digital outputs must be:

- 'available' (i.e. the outputs are freely available online; copies of the digital files are held securely and you can give access to these on demand) for **ten years** from the project completion date
- 'usable' (the outputs function as intended and are kept up-to-date)
- 'open' (digital outputs are licensed for use by others under the [Creative Commons Attribution 4.0 International \(CC-BY 4.0\) licence](#), with the exception of code and metadata, which should be released under a Public Domain Dedication, unless we have agreed otherwise.

There is more information about our licensing requirements for projects on our website.

Appendix B: Land in Third Party Ownership

For Natural and Landscape Projects

Where the land which is the subject of your Grant is owned by a third party or multiple third parties, agreements should be put in place between the Grantee and each land owner. There is no prescribed form of agreement, but the National Lottery Heritage Fund has specific requirements which should be included in any third party land owner agreements. At a minimum, the land owner agreements should include the following:

1. Details of the parties;
2. Confirmation as to how the land is held (freehold or leasehold);
3. A description of the Property (including plans);
4. Covenants on the part of the land owner to maintain the land and provide public access in accordance with the terms of the Grant (as applicable); and
5. A provision that any onward disposal should be subject to the third-party agreement;
6. That the agreement will last for 10 years following the Project Completion Date.

You will need to provide us with copies of the landowner agreements to ensure compliance with these requirements. The land owner agreements will need to be completed and in place before any Grant monies are released for work on each plot of land owned by a third party.

For capital works to built heritage – e.g. buildings, ornamental gardens

If your Project involves substantial work to a heritage building which is owned by a third party, we will usually expect the owner to become a joint Grantee or to Grant you a lease which meets our requirements (as set out above). In some situations, rather than join in the owner we may ask them to sign a side letter which we will prepare.

Community Grants

You may wish to make Community Grants payments to third party owners (including private owners) for activities and capital works that contribute to achieving Project Outcomes. If you

are the lead applicant, you are responsible for ensuring that the specific Project Outcomes are delivered by third party landowners (the Community Grantees) and that the Grant Contract is complied with, including repayment of the Grant if necessary.

This should be formalised through third-party agreements that define the Outcomes to be delivered on third party land and secure the management and maintenance of capital works from the expected date of the works' completion, until 10 years after the Project Completion Date. This should be a legal agreement between you and the Community Grantee.

Legal Costs

You may include the costs of adapting and setting up any third-party agreements, including the cost of taking legal advice, as part of the costs in your Application.

Appendix C: Glossary of Terms

'we', 'us', 'our' – the Trustees of the National Heritage Memorial Fund (who administer the National Lottery Heritage Fund and Nature Networks Fund).

'you', 'your' – the organisation(s) or individual(s) awarded the Grant as set out in the *Grant Notification Letter* and any organisation which agrees to be a joint grantee and to comply with the *Grant Contract*.

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

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

Approved Purposes – the *Approved Purposes* summarise the *Project* described in your *Application*.

Approved Usage – how you said you would use the *Property* in your *Application* (allowing for any changes that we may have agreed up to the release of any of the *Grant*).

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

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*; and
- Signed *Permission to Start* Form.

Grant Expiry Date – the date by which you must achieve the *Approved Purposes* as set out in the *Grant Notification Letter* and by which you will make the final drawdown of

the Grant.

Grant Notification Letter – the letter confirming our *Grant* to you.

Grant Percentage – Grant divided by total Project costs – see worked example B.

Other guidance – all other guidance relevant to the *Project* on our website including:

- Activity plan or Area action plan
- Conservation Plan Guidance
- Evaluation Guidance
- Good Practice Guidance
- Management and Maintenance Plan Guidance
- Procurement Guidance
- Understanding your Heritage

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Outcomes - we describe the difference we want to make with our funding through a set of nine Outcomes. Outcomes are changes, impacts or benefits that happen as a direct result of the Project. All of the projects we fund will achieve one or more of these Outcomes.

Permission to Start Form – the form you submit to us requesting permission to start the Project.

Permission to Start – our written confirmation that you may start the *Project*.

Programme Application Documents – the following [guidance documents found on our website](#), setting out the scope of the programme and how to apply.

- Nature Networks Fund webpage
- Nature Networks Fund application and Expression of Interest help notes

Project – the purposes we have approved as set out in the *Application* (taking account of any changes 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*). These purposes are sometimes described as *Approved Purposes* and include you getting and using partnership funding as set out in the *Application* and how you said you would use the *Property* (if any).

Project Completion Date – the date of the letter we send you letting you know that the *Project* is recorded as complete.

Property – any property that you buy, create, receive or restore, or property that is otherwise funded by the *Grant* including *Digital Outputs*, intellectual property rights and any documents that you produce or order as part of the *Project*.

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

Standard Terms of Grant – the standard terms set out herein.

Term of the Grant Contract – the duration of the *Grant Contract* set out in the *Grant Notification Letter*.

Third Party – any owner of *Third Party Property*.

Third Party Property – any property identified in the *Application* that belongs to or is controlled by a *Third Party*.

Third Party Ownership Requirements – the requirements set out in the *Programme Application Guidance* and *Receiving a Grant* relating to the contractual arrangements we expect you to enter into with a *Third Party*.