



Northern Ireland Environment Agency
Gníomhaireacht Comhshaoil Thuaisceart Éireann
Northern Ireland Environment Agency



Sustainability at the heart of a living, working, active landscape valued by everyone.



An Agency within the Department of
**Agriculture, Environment
and Rural Affairs**
www.daera-ni.gov.uk

Gníomhaireacht de chuid na Roinne
**Talmhaíochta, Comhshaoil
agus Gnóthaí Tuaithe**

An Agency within the Department of
**Fairmin, Environment
an' Kintra Matters**

CONDITIONS OF OFFER

The following is a list of the indicative standard conditions of offer. Applicants who receive an offer of grant aid must adhere to the conditions listed. Project specific conditions may also be added.

Definition of Words and Expressions of Words used in this document

“The Applicant” applies to the organisation listed in the letter of offer.

“The Project” means the Project as specified in the application for financial assistance under the provisions of DAERA grant aid and as approved by the Department.

“Financial Assistance” means the grant funding, or any part or parts thereof as the case may be, specified in paragraph 1 of the letter of offer.

Standard Conditions

1. Your letter of offer outlines the breakdown of expenditure allocated under each heading. The grant claim must be submitted under the headings outlined. The award will not exceed the maximum amount allocated under each heading. If you wish the Department to consider re-profiling elements of this breakdown, you must submit this request as soon as possible to the Department (Catchment Officer and the Catchments Team) for consideration prior to expenditure.
2. The offer is a maximum for the agreed elements of work and will not be increased in the event of an increase in costs. The offer provides no guarantee of follow on funding for the same project once this offer expires.
3. The Department shall only provide financial assistance for eligible project expenditure incurred from the start date of the project.
4. The Department reserves the right to reduce or discontinue funding in the event that budgetary constraints arise or due to other unforeseen circumstances. Should the Department decide to reduce or discontinue funding; the Department will provide at least three months' notice.
5. The day-to-day management of the Project shall be the responsibility of the Applicant who will appoint a Project Manager to act as a contact point with the Department. The Department must be informed of the Project Manager before the project begins.

6. The Departmental Client Officer allocated for this project is indicated on the front page of the letter of offer. All correspondence relating to this grant must also be copied to catchmentplanning@daera-ni.gov.uk or posted to the Integrated Catchment Planning Team.
7. The Applicant must ensure that their constitution and other required information has been uploaded and is maintained up-to-date as required on the Government Funders Database. (District Councils are exempt from this Condition).
8. This offer of financial assistance is not transferable to any other project or organisation without prior agreement of the Department.
9. The Applicant must comply with the provisions of all enactments, statutory provisions and other laws operating in Northern Ireland including, but not only, those relating to planning, nature conservation, animal welfare, access, equal opportunities, fair employment and health and safety. European law, where applicable, must also be followed.
10. In order to promote the positive use of the Carrier Bag Levy all publications, promotional or interpretive signage associated with the project **must** display the Carrier Bag Levy logo. The Applicant must seek approval and obtain the correct logo(s) and user guidelines, by contacting the Department, each time the logos are to be used.
11. This grant is being awarded on the basis that it does not meet the definition of a subsidy within any of the UK's international agreements concerning subsidy control, as it does not have the potential to affect trade, competition or investment between the UK and its partner nations.
12. The Department reserves the right to recover any financial assistance granted subject to a decision by a court of law that the financial assistance in question constitutes a remediable subsidy and/ or a decision by the European Commission (where it is established that the financial assistance in question falls within the scope of the Northern Ireland Protocol and is a State aid).

Procurement and Tendering

13. The Applicant shall implement the procurement procedures as set out in Table 1. The actions related in the table should be implemented by the Applicant based on the estimated value (excl. VAT) of each contract at pre-tender stage. Procurement decisions must demonstrate best value for money and the Applicant must keep records, which support its decisions.

Table 1

Estimated Value	Tender Action Required
Up to £10,000	Provide evidence that 2 prices have been sought, where this is possible*
£10,000 - £50,000	3 written quotations are sought, where this is possible*

*For some specialist supplies or services there may only be one supplier in the market. If this is the case, sufficient justification for not seeking a second price check should be documented.

14. The Department shall be notified of the outcome of tendering exercises connected with the Project (above a threshold of £5,000). The Applicant shall forward copies of tender appraisal summary sheets relating to the evaluation and selection of tenders. A contract may only be awarded following appropriate competition. The Applicant shall comply with and, in the letting of any contract, implement the provisions of all enactments, regulations, statutory provisions and working rules related to legislation as it pertains in Northern Ireland, including that related to equal opportunities, fair employment, environmental protection and health and safety.

15. Organisations that are not financed or supervised by public sector bodies and commercial organisations in the private sector are nonetheless expected to use fair and open practices including competitive tendering when letting contracts.

Changes in the Project

16. The grant shall only be used for the purposes of the project as defined in your Grant Application and approved for financial assistance by the Department under the terms and conditions detailed in the Letter of Offer.

17. Any proposed or anticipated changes over the lifetime of the project must be notified in writing at an early stage to the Department. Continuation of financial assistance will be

subject to the written approval of the Department and formal amendment to this Letter of Offer.

18. Failure to inform the Department of any changes may result in the termination of the grant and the Department may require the Applicant to repay any grant paid. Examples of significant changes, which must be notified and approved, include:

- i. Change to the start or end date of the project
- ii. Change to the content of the project from that set out in the original approved application, for example changing the scope, delivery or aim
- iii. Change to the estimated expenditure or revenue; claims for extra items of expenditure

The above list is not exhaustive and you must contact the Department if any doubt exists as to the need to report proposed changes.

Change in Funding

19. The Applicant shall notify the Department in writing of any change in the source(s) or the amount(s) of funding from those listed in their grant application form. The Department shall be entitled to review and, if necessary, amend or withdraw this offer of Financial Assistance in consequence of any such change.

Withdrawal of Grant / Withholding Payment

20. The Department reserves the right to suspend, defer or withhold or clawback any or all of the payments and/ or require the Applicant to repay part or all of the financial assistance if:

- i. The conditions of this offer are not met; or
- ii. Any information given to the Department on behalf of the Applicant in connection with the application or claims for Financial Assistance is found to be false or misleading or there has been a failure to disclose any material fact which would have had a bearing on the Department's consideration of the application; or
- iii. There is a substantial or material change in the nature, scale or timing of the project; if the project is used for purposes other than those specified in the application; or if the project has in any other way not been implemented in accordance with these conditions of offer.
- iv. Any environmental damage is caused as a result of the delivery of the project.

Political Uses

21. No aspect of the Project being funded shall be party political in intention, use or presentation; or be likely to be perceived as discriminatory on grounds of religion, colour, race, gender or disability.

Indemnity and Insurance

22. The Applicant shall indemnify and keep indemnified the Department against all actions, proceedings, costs, claims, demands and liabilities howsoever arising out of or resulting from the implementation of the Project.
23. The Applicant shall maintain such insurances as are necessary to cover all possible liabilities and will ensure that adequate appropriate insurance is obtained for any asset purchased and is maintained in force during its lifetime and shall arrange to have the interest of the Department noted thereon. The Applicant should ensure it has appropriate employee liability insurance if applicable. The need for insurance cover should be fully justified and fully recorded. Satisfactory written evidence that all such insurance cover has been affected shall be supplied to the Department as and when required by the Department.

Statutory Approvals

24. The Applicant must comply with the provisions of all enactments, statutory provisions and other laws operating in Northern Ireland including, but not only, those relating to planning, nature conservation, animal welfare, access, equal opportunities, fair employment and health and safety.
25. The Applicant shall obtain all necessary statutory and other approvals to the carrying out of the proposed work in connection with the Project in advance of carrying out any works for which they are required.
26. The Applicant is responsible for obtaining and complying with statutory approvals in advance of the conduct of any activities in designated sites.

Project Inspection

27. Projects delivered under this fund will be subject to a site inspection. At these inspections all details of expenditure incurred on the project should be made available to the official from the Department. The purpose of these inspections will be to establish that projects:
 - i. accord with the description made in the project application;

- ii. are implemented with appropriate financial control;
- iii. receive financial assistance in accordance with documented eligible expenditure; and
- iv. deliver agreed outcomes.

28. The Department and its agents, the Northern Ireland Audit Office, and accountable Departments and their agents, shall have the right to:

- Inspect the Project at any time; and
- Require such further information to be supplied as they think fit and to be provided with such documents or items as they shall require.

29. Without prejudice to the foregoing generality, the Applicant must keep and make available on request financial records relating to the project.

Provision of Information

30. The Applicant shall comply within 7 days with any requests by or on behalf of the Department for financial or other information concerning the progress, administration, monitoring and evaluation of the project.

31. The Applicant shall on request by the Department, provide all information necessary to monitor the rate of implementation of the Project and to assess its effect in relation to its objectives.

32. The Applicant must meet the data standards and format required by the Department. In relation to Geospatial data, the Applicant must make available spatial data and associated metadata in an agreed consistent format, within the scope of [The INSPIRE \(Amendment\) \(EU Exit\) Regulations 2018](#).

33. The Department requires shared ownership of all data produced. The Department reserves the right to use and publish any information collected, collated and produced through the Department's financial support of this project.

Retention of Documents

34. The Applicant must retain all original documents relating to the implementation of the project and its financing for 7 years after the date of the final claim. The Department may periodically carry out grant verification visits to view the accounts for this project and verify original invoices and other records at this time. These visits will be carried out at a time and venue agreed by both parties. If, however, the contract under this Letter of Offer is terminated or closed for any reason or the Applicant ceases, either voluntarily or for any other reason, to carry on its business, then the full documentation

associated with the Project shall be returned to the Department. In no circumstances should any documentation be destroyed or otherwise disposed of without the written permission of the Department.

Publications and Promotions

35. The following conditions apply in regard to publications and promotions:

- i. The Department reserves the right to publish details of the project and financial assistance referred to in the Letter of Offer at any time.
- ii. Drafts of any materials to be printed or published (in paper, signage or web format) must be approved by the Department.
- iii. The Carrier Bag Levy funding administered by the Department **must** be acknowledged on any promotional or interpretative material or signage associated with this project. The Applicant must seek approval and obtain the correct logo(s) and user guidelines, by contacting the Department, each time the logos are to be used. Client officer to share guidance on use of the logo.
- iv. The Applicant must notify the Department of any significant promotion or celebration of this project at least 2 months in advance of the event and co-ordinate publicity with the Department if requested to do so. The Department's support must be recognised when the project is promoted.
- v. Electronic copies, where available, or three complimentary copies of publications should be sent to the Department within 1 month of publication.
- vi. The Department requires shared ownership of all data produced. The Department reserves the right to use and publish any information collected, collated and produced through the Department's financial support of this project.
- vii. To ensure the long term availability and sustainability of data information products, in the event of the Applicant ceasing to exist; ceasing to maintain information or data which was funded by the Department; or transferring responsibility for this project, the Department has the right to agree with any co-funders and take ownership of the information/ data gathered or created during this project. Any additional payment would only be based on the cost of transferring the information. Data information products may include:

- Databases and or data collected, both in the raw format and incorporated into reports
- GIS data and information
- Photographs
- Research and reports
- Domain names

36. DAERA must receive any information related to outdoor recreation product development including any maps, GIS information and text used for leaflets developed through this grant. Any information must also be sent to Outscape (formerly Outdoor Recreation Northern Ireland) to add to WalkNI and associated websites if relevant - info@out-scape.com.

Financial Management Systems

37. The Applicant shall maintain either a separate accounting system or an adequate accounting codification of all transactions relating to this offer of Financial Assistance. The financial management system, established by the Applicant must demonstrate effective controls and present clear audit trails of all transactions of project expenditure.
38. If you find you cannot spend your grant within the timescale, or if there is an under spend, you are required to inform the Department as soon as possible so that the funds can be reallocated to another project.

Assignment

39. The Applicant shall not, without the written consent of the Department, assign or in any way encumber any rights to receive Financial Assistance or other benefit or entitlement under this letter. The Applicant shall not without the prior written consent of the Department transfer any of its rights or obligations under this letter.

Employment of Staff

40. The Applicant shall comply with the requirements of all EU and UK/NI employment legislation, and as amended from time to time, relating to working conditions, health and safety at work etc. Section 43 of the Fair Employment (NI) Act 1989 provides that a Department may refuse to award financial assistance to any person unqualified under this Act. Where the Department has given or agreed to give assistance to any such

unqualified person, it may refuse or cease to make any payments to the individual in pursuance of the assistance.

41. The Applicant is responsible for the legal implications of employing staff associated with delivery of the project, including those on short-term or fixed term contracts. In the event of the project terminating early, for whatever reason, the Applicant, and not the Department, will be responsible for any redundancy or contractual obligations.
42. Grants for salaries will be capped at the maximum of the equivalent NICS grade pay scale and any grantee that uplifts salaries in excess of NICS equivalent pay scales will be required to meet the shortfall within their own budget. Annual salary uplifts will be capped. These will be notified annually to grantees when available and agreed whether this will be absorbed within the grant awarded or whether additional grant will be provided to meet the increase. Salaries above these levels will only be considered in exceptional circumstances.
43. For any staff recruitment, the Department should be given the opportunity to observe on the interview panel. This is to be arranged through the Client Officer.
44. Before a post is advertised or re-advertised, a job description showing roles and priorities to be achieved in the coming year must be submitted to and agreed with the Client Officer.
45. Within one month of a post being filled, the Applicant must inform the Department of the post holder's name, start date and salary.
46. The Department must be notified immediately when any post funded under this grant becomes vacant for example sickness/ maternity leave. Funding may cease if the agreed objectives and targets cannot be met as a result of staff absences.

Data Protection Legislation

47. The Applicant is responsible for ensuring that information on applications for grant assistance is stored on computer and in accordance with The Data Protection Act 2018 is the UK's implementation of the General Data Protection Regulation (GDPR). We will not retain any personal information that you may submit with a grant claim such as payslips, P11s etc.

Fraud

48. The Applicant is required to act at all times with honesty and integrity and to safeguard the resources for which it is responsible. Effective controls must be developed and maintained to mitigate the risk of fraud occurring; and should it occur, to ensure that it

will be detected promptly and appropriate disciplinary/ legal action taken. In the event of the discovery of any acts of fraud the Department must be informed immediately.

Retention of Assets

49. Fixed infrastructure assets which are financed or part-financed under this letter of offer must be retained in the ownership of the Applicant for a minimum period of 10 years. Other Project Assets which are similarly assisted must be retained for periods which reflect their economic life.

Inventory of Assets

50. The Applicant must establish and maintain an inventory of all fixed assets acquired, built, or improved wholly or partly using the financial assistance provided under this Letter of Offer, whether owned by the Applicant or third parties. An asset is defined as an item which will be used by the organisation for a period of more than 12 months (e.g. land, buildings, equipment, IT equipment) and which is not intended to be sold before the end of its useful life.

Assets below £500 can be excluded. The inventory should show the following:

- i. Date of purchase
- ii. Description of asset
- iii. Price paid net recoverable VAT
- iv. Location of the title deeds
- v. Serial or identification numbers
- vi. Location of the asset
- vii. Date of disposal
- viii. Sale of proceeds net of VAT

Disposal of Assets

51. The Applicant shall inform the Department of any proposal to sell, transfer or otherwise dispose of any Project asset. If the Applicant requires disposing of any interest in or assets associated with the Project, any such disposal shall be on terms and in accordance with arrangements approved by the Department. If a Project asset is sold, transferred or otherwise disposed of or ceases to be used for the purpose stated in the grant application form or if the Applicant ceases, either voluntarily or for any other reason, to carry on its business, the Department shall be entitled to require the Applicant to repay to the Department the aggregate of all payments of financial

assistance made under this letter of offer or such lesser amount as the Department at its discretion may determine.

Default

52. If the Applicant:

- i. Is in breach of any of its obligations under the Letter of Offer or these terms and conditions;
- ii. Fails to repay to the Department any sum due by it whether under these terms and conditions or otherwise;
- iii. Is for any reason no longer able to implement the Project;
- iv. Ceases to carry out its business;
- v. Is unable to pay its debts within the meaning of Article 103 of the Insolvency (NI) Order 1989;

then in any such event the Department may suspend or terminate the agreement made between the Department and the Applicant by the Letter of Offer and its acceptance and the Department shall be entitled to require the Applicant to repay to the Department the aggregate of all payments of financial assistance in relation to the project, or such lesser amount as the Department at its discretion may determine.

General liaison and annual reporting

53. Training and conference costs are capped at a maximum of £200 per financial year for any individual funded under this grant offer, e.g. if offered 50 % funding by NIEA you may claim for up to £200 per full time post (pro rata for posts where the Department is only partially contributing), unless an exceptional case for an increased amount is agreed by the Client Officer.

54. A work plan identifying priorities to be achieved over the project period must be submitted to, and agreed with, the Client Officer prior to the start of the project. Precise targets must be agreed, on which reporting and monitoring will be based.

55. A final report including the outcomes of the project must be submitted to the Department within 2 months of the end of the project. The report must include:

- i. Digital photographs illustrating the achievements of the project and promotion events.
- ii. A map (or GIS layer) showing the location and extent of project work undertaken as a result of this funding.

Claims for Financial Assistance and Payments

56. Financial assistance will only be paid in respect of actual eligible costs and provided that progress reports demonstrate that the outcomes stated in your application, agreed amendments and agreed annual work plan have been achieved. If outcomes have not been achieved, financial assistance may be reduced.
57. The claim must contain:
- i. a detailed breakdown of costs and full evidence of expenditure incurred. This must take the form of receipted invoices or copy bank/ BACS statements with the appropriate payments highlighted. It may be possible to have all the documentary evidence for the project expenditure verified by way of a visit, particularly for projects that involve a large amount of paperwork for evidence of expenditure. The Department may request this option for your project or, if you feel that your organisation might benefit from this option, please contact the Department.
 - ii. The monthly reporting against objectives as outlined in condition 53
58. If you have been awarded a “Robust” rating under the Financial Systems and Controls Assessment process, only the claim amount on headed paper is required (updated appendices 1-3 must be submitted with each claim). However the Department will periodically request claims to be submitted with all supporting evidence. Financial assistance will be paid quarterly in arrears following the Department’s review of eligible costs incurred unless the applicant has made a case to have grant monies paid in advance.
59. Claims for a given year must be submitted as early as possible, but not later than 1 March for the financial year in question.
60. The Applicant must disclose details of any other financial assistance or match funding (for example in the form of grant, payment for services, loan or gift, from whatever source, public or private) towards eligible project costs as these could affect the financial assistance offered in your Letter of Offer.
61. The Applicant must submit details of any other funding provided by the Department or any other body towards this project within one month of confirmation of the funding.
62. The Applicant must seek approval in advance of any expenditure over the value of £500 not specified in the Grant Application.
63. Where the Department provides support towards more than 1 post holder (including line management and support services time), a list of all of the staff supported across

the organisation by the Department must be provided with each claim. This must identify the amount of support from the Department and detail the other financial assistance towards these posts.

64. All staff time must be vouched by timesheets demonstrating rates per hour supported by numbers of hours spent on the project. **Payment from this grant can only cover additional hours that are dedicated actively and specifically to this project, and that work must not overlap with other funding for these staff from any other source.**

Site Works

65. If the award of this grant confers consent for the Applicant to carry out specific work (subject to any mitigation measures requested) in designated sites, the Applicant is responsible for obtaining and complying with statutory approvals in advance of the conduct of any activities in designated sites.
66. The Applicant is responsible for obtaining and complying with all other necessary statutory approvals, including those relating to planning permission in advance of carrying out any works for which they are required.

Post Project Evaluation (PPE) Report

67. The Applicant and Client Officer shall complete a post project evaluation report on the standard form in accordance with the letter of offer within 1 month of the completion of the project. The report will consider if the original objectives of the Project have been met, in accordance with the commitment stated in the economic appraisal document which formed part of the application. It also provides an opportunity to document any changes to the original proposal costs. In addition it allows identification of additional funding requirements on new equipment and services. Guidance notes and a PPE report template will be provided for completion of this report.

Acceptance of offer

68. If the Applicant is prepared to accept the foregoing offer on the terms and conditions stated, the Grant Acceptance Form appended hereto should be completed and returned to the Department within 10 working days from the date on the letter of offer. If, for example, for operational reasons, the Applicant requires longer than 10 days, then a letter of explanation from the Applicant's CEO (or equivalent) must be submitted to the Department for consideration before this period lapses, otherwise the offer may

be deemed to be withdrawn if not accepted within one month of the date on the letter of offer.

Conditions specific to your project

69. This offer is based on the standard Terms and Conditions contained in this letter and the specific conditions outlined in the letter of offer.
70. Applicants must have spent sufficient monies to enable the full amount of funding offered to be claimed before the end of the financial year.
71. For the purpose of information sharing policies, the data in this project (mapping and species data, except where this would contravene legislation such as that regarding privacy and sensitive protected species information) must be made freely available in order to develop and enhance a culture of digital capability. Fund recipients must provide the data on Open Data NI (opendatani.gov.uk) which provides a framework to facilitate easy publication and access to Northern Ireland public sector data for both reuse and redistribution. All data shared will be in accordance to the Open Government License for public sector information, information for which can be found at <http://www.nationalarchives.gov.uk/doc/open-government-licence/version/3/>
72. The Applicant is responsible for obtaining and complying with all other necessary statutory approvals, including those relating to planning permission in advance of carrying out any works for which they are required.



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For further information:

Integrated Catchment Planning Team
NIEA Water Management Unit
17 Antrim Road, Tonagh, Lisburn, Co. Antrim
BT28 3AL

Tel: 0300 200 7850

Email: catchmentplanning@daera-ni.gov.uk

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