



Project Reference: SAF/G/006-04

Gower AONB Team
 City & County of Swansea
 Civic Centre
 Oystermouth Road
 Swansea
 SA1 3SN

Date: 22 October 2021

Dear Mike Scott

**NATURAL RESOURCES WALES STRATEGIC ALLOCATION FUNDING
 PROJECT NAME: AONB National Grant Partnership Programme and Biodiversity
 Enhancement and Ecosystems Funding (BERF) 2021-22**

1. We are pleased to inform you that your proposal has been approved and funding of up to **£108,250** (Ninety one thousand pounds) ('the Funding) is awarded to you for the Project as defined in Schedule 2.
 2. The grant awarded is as follows: -

The Funding	£108,250
Total eligible expenditure	£130,000
Percentage of actual costs	75% and 100%
Project Start Date	22 October 2021
Project End Date	31 March 2022
Last Financial Claim Date	14 April 2022
- The Funding represents a maximum contribution against the eligible costs. The amount of Funding is the maximum payable regardless of any increase in the total eligible expenditure which results from changes to the Project: The Funding paid will be the amount of the award or the percentage of actual costs whichever is the lower.
3. The offer of grant is subject to acceptance by you of all the terms and conditions set out in this letter and accompanying Schedules. Specifically, grant is offered on condition that the Project delivers in accordance with the details described in your Project Proposal, and any Special Conditions (as applicable).
 4. The offer of grant is open for acceptance for twenty-eight (28) working days from the date of this award letter.
 5. Claims must be made in accordance with the details in Schedule 2 to 5 and otherwise any unclaimed part of the funding will cease to be available to you. .
 6. The grant is conditional upon no expenditure having been defrayed prior to the Project Start Date stated at Paragraph 2 unless specifically agreed and formally confirmed in writing by the grantor.

Statutory Authority and State Aid

7. The offer of grant is made by an official in Natural Resources Wales pursuant to the exercise by Natural Resources Wales of its powers under article 10B(6) of the Natural Resources Body for Wales (Establishment) Order 2012 and in accordance with Managing Our Money. The offer is made in accordance with the Cabinet Secretary for Environment, Energy and Rural Affairs agreement in September 2019 of the Natural Resources Wales 'Grant Funding Strategy: working together to manage natural resources sustainably.
8. You must comply with State Aid Rules. You are responsible for ensuring that the Project is delivered in line with the State Aid criteria upon which the Funding is awarded.
9. In addition, all state aid will be considered when considering any grant funding to organisations irrespective of their legal status.

<https://gov.wales/state-aid>

What you must use the Funding for

10. You must use the Funding solely for the Project set out in Schedule 2 (the "**Project**").
11. You must achieve the outputs and outcomes set out in Schedule 2 (the "**Outputs**").
12. Any change to the Project or Outputs will require our written consent which must be obtained from us in advance of implementing any change. Please note that we are not obliged to give our consent, but we will consider all reasonable written requests.
13. You must not use any part of the Funding for: (1) party political purposes; (2) the promotion of particular secular, religious or political views; (3) gambling; (4) pornography; (5) offering sexual services; (6) purchasing capital equipment (other than as specified in the Project); (7) your legal fees in relation to this letter; (8) Costs Incurred or costs incurred and defrayed by you in the delivery of the Project prior to the period referred to in the Conditions; (9) any kind of illegal activities; or (10) any kind of activity which in our opinion could bring us into disrepute.

Funding Standard Conditions

14. We will not pay any of the Funding to you until you have provided us with the following information and documentation:
 - this letter signed by persons with the authority to sign.
 - if applicable, evidence of any secured funding and confirmation that it can be used for the Project Natural Resources Wales (NRW) are grant aiding;
 - progress reports as agreed in Schedule 2;
 - where you are required to provide information and documentation to us as evidence that you have satisfied a pre-condition, or in support of a claim, the information and documentation must be in all respects acceptable to us. We reserve the right to reject any information and documentation which is for any reason not acceptable to us.
 - Must comply with the latest Government Covid 19 advice, e.g. social distancing.

- Must report any early warning signs if project delivery, becomes problematic for any reason including a further wave of Covid-19 or Brexit together with any risk mitigation measure you have put in place.
- Overheads will be allowed at 15% of staff costs without any back-up evidence. If it is considered by the recipient of the grant that another methodology should be used then this will be considered by NRW but only when evidenced by analysis of the grant recipient's accounts and/or the accounts of companies who have received allocation of funds by the recipient of the grant.
- The activity must take place in Wales
- Report following completion of project to be completed, as noted in outputs

Special Pre-conditions

- No equipment/asset/improvement works acquired with this funding must be disposed of, transferred or dissipated within 3 years of the project end date without prior written consent of NRW. At the end of the project period a request will be made to provide a report confirming the project work and outcomes as detailed in this award letter are still in use at the project sites and an evaluation report on the project.

How to claim the Funding

15. The Funding will usually be paid to you in arrears based on costs Incurred and defrayed by you in the delivery of the Project as detailed in the Payment Profile; unless the need for upfront payment has been demonstrated.
16. You must claim the Funding in accordance with the dates set out in the Payment Profile. In the event of you failing to submit a claim form on time and showing progress made against outputs payments of grant may be suspended until these are submitted.
17. We reserve the right to withdraw any part of the Funding that does not comply with the claim profile noted in Schedule 2. We may also reduce the final payment of grant if the total amount defrayed by you on the Project is less than the estimated total and/or if there is a change in the funding profile of the Project.
18. Without prejudice to any other provision of this letter or its Schedules, the grantor may withhold any or all the grant payments and/or require all or part of the grant to be repaid if it considers that you have not complied with:
 - any of the terms and conditions in this offer letter or Schedules to this letter;
 - any European Community obligation which applies to you or the Project;
19. If you have failed to take enough measures to investigate and resolve any reported irregularity. Any over-payment of the grant must be repaid to the grantor on demand by us, or if you become aware that the grant has been over-paid, whichever first occurs.
20. You must submit your claims for payment of Funding to the Grants team to:
grants.enquiries@naturalresourceswales.gov.uk
21. You must use our current Claim Form and our current Transaction List and attach the following information and documentation to each claim

Proof of expenditure through exchequer reports

Timesheets to support volunteer hours

We will aim to pay all valid claims as soon as possible and typically within (30 days, subject to receipt, validation and acceptance of all supporting delivery and financial evidence as specified in the Grant Award or requested by NRW, but accept no liability in respect of loss attributable to any delay in the payment of claims or to any suspension, reduction or cancellation of the grant.

Your General Obligations to us

You must:

22. Safeguard the Funding against fraud generally and fraud on the part of your Personnel and notify us immediately if you have reason to suspect that any fraud within your organisation whether it relates to the Funding has occurred or is occurring or is likely to occur. You must also participate in such fraud prevention initiatives as we may require from time to time.
23. Comply with all applicable domestic, EU or international laws or regulations or official directives;
24. Put in place and maintain appropriate systems to undertake due diligence before utilising any part of the Funding to procure any goods or services from third parties;
25. Co-operate fully with NRW or a consultant appointed by NRW to monitor your use of the Funding and your compliance with these Conditions;
26. Inform us immediately if any of the declarations made in Conditions 29 to 34 is incorrect in any respect or, if repeated at any time with reference to the facts and circumstances then existing, would be incorrect.

Declarations

You declare that:

27. You have the power to enter and to perform the obligations set out in these Conditions and you have taken all necessary action to authorise the entry into and performance of the obligations under these Conditions;
28. No litigation or arbitration is current or pending or, so far as you are aware, threatened, which have or could have an adverse effect on your ability to perform and comply with any of these Conditions;
29. The information contained in your Proposal is complete, true and accurate;
30. You have disclosed to us all material facts or circumstances which need to be disclosed to enable us to obtain a true and correct view of your business and affairs (both current and prospective) or which ought to be provided to any person who is considering providing funding to you;

33. You have discussed and agreed the Outputs with us, and you are confident that they are realistic and achievable;
34. The information contained in the Assurance Statement is complete, true and accurate.

MONITORING AND AUDIT

Monitoring

35. The output(s) against which progress on the Project will be monitored are set out in the Project Proposal Outputs and Payment Profile in Schedule 2. We expect that you provide the grantor with a report on the progress against the outputs for your Project at each payment stage alongside your claim for payment of grant. However, you must comply with the deadlines that we set for any requests for information in whatever form concerning the progress of the Project.
36. To meet with NRW and such other representatives as we may from time to time reasonably require.
37. Information collected through official visits to include in some instances audited accounts will also be used to verify the progress of the Project. Where a negative trend or discrepancy develops for a Project, the grantor will investigate the reason behind this and if appropriate, act. In the worse scenario, action may include the suspension of grant payments and/or the recovery of grant.

Audit Requirements

38. Maintain clear accounting records identifying all income and expenditure in relation to the Project;
39. Without charge, permit any officer or officers of NRW, Wales Audit Office or European Commission at any reasonable time and on reasonable notice being given to you to visit your premises and/or to inspect any of your activities and/or to examine and take copies of your books of account and such other documents or records howsoever stored as in such officer's reasonable view may relate in any way to your use of the Funding. This undertaking is without prejudice and subject to any other statutory rights and powers exercisable by NRW, Wales Audit Office or the European Commission or any officer, servant or agent of any of the above;
40. Under paragraph 17 of Schedule 8 to the Government of Wales Act 2006 the Auditor General for Wales has extensive rights of access to documents and information relating to monies provided by NRW. He and his officials have the power to require relevant persons who control or hold documents to give any assistance, information and explanation that they may require; and to require those persons to attend before them for such a purpose. The Auditor General and his staff may exercise this right at all reasonable times.

DOCUMENTATION

41. You must keep full records in a form agreed with us, of all the activities that generate eligible costs to provide the audit trails specified by the EC. You must retain these documents for at least ten years after the Project end date as stated in this grant approval

letter.

42. If you intend to claim grant on eligible expenditure made by others acting on your behalf, you must ensure that you have a legally binding agreement with them which specifies what information is to be provided and when. You must ensure that those acting for you have original documentary evidence to support all the payments they make for you and for which you wish to claim grant.

GENERAL DATA PROTECTION REGULATION (GDPR): PRIVACY NOTICE

43. The information provided in any proposal is subject to the Privacy Notice at <https://naturalresources.wales/footer-links/website-privacy-statement/?lang=en>
44. The Privacy Notice explains the NRW processing and use of your personal data and your rights under the General Data Protection Regulation (GDPR) 2018.
45. The personal data provided will be held on a database and will be processed by NRW for the purposes of progressing proposals. The information provided may be shared with UK Government Departments, Welsh Government or agencies within Wales for the purposes of audit, research, meeting statutory obligations and, where appropriate, for the prevention and detection of fraud. Personal data will not, without consent, be made public in any way that identifies individuals. Certain data will be passed to the European Commission in compliance with EC Regulations.
46. Data may also be passed to NRW support contractors for the purpose of resolving system problems. These contractors will not be permitted to make any other use of this data. .
47. If any person on whom data is held wishes to request details of their personal data being held on NRW central database they may contact NRW Data Protection Officer – email: dataprotection@cyfoethenaturiolcymru.gov.uk
48. Nothing in this award letter shall override the provisions of the GDPR 2018.

CHANGES TO THE PROJECT

49. Any change to the Project must be sent to the NRW Grants Team at grant.enquiries@cyfoeth and agreed by the grantor in writing. If you notify us that your Project has changed in any way, we will write to you to tell you how we will treat the changes.
50. Changes include any alteration to the nature of the Project such as significant changes over the lifetime of the Project to the individual categories of expenditure or quantifiable outputs set out in the Project Proposal; any change to the Project's use, its financing or ownership and/or any change to the Project completion timetable.
51. Failure to notify the grantor may result in the termination of grant and you may be required to repay part or the whole of any grant paid. No grant will be paid in respect of any changes to the Project until those changes have been approved by the grantor.
52. Whilst you may request Project variations after approval, you should not assume they will be approved, particularly when the request is to move allocated grant funding into future financial years. Any unclaimed grant from a particular financial year in your agreed Output and Payment Profile is unlikely to be carried over into later financial years. This is due to the current commitment level and allocations of the existing NRW budget.

53. The Parties' respective obligations under this Agreement will be suspended during the occurrence of any national emergency, war, industrial action, pandemic, epidemic and the consequences thereof, prohibitive government regulation or any other cause beyond the reasonable control of the Parties (which shall not include the act or omission of a third party who is the agent or contractor of the Party seeking to rely on this provision), which renders the performance of the Agreement impossible ("Force Majeure Event").

54. The applicant is required to notify the grantor at the earliest opportunity if the Project undergoes a substantial modification within 5 years of the Project End Date that:

- a) affects its nature or implementation conditions or gives undue advantage to a company or public body;
- b) results either from a change ownership of an item of infrastructure or the cessation or relocation of a productive activity.

AMENDMENTS TO THIS LETTER AND SCHEDULES

55. No amendment or variation to the terms and conditions of the offer of grant as set out in this letter or its Schedules will be effective unless confirmed in writing by the grantor.

56. The grantor reserves the right to amend the terms and conditions of the offer of grant as set out in this letter or its Schedules by giving written notice to you.

HOW TO ACCEPT THIS OFFER OF GRANT

57. For this award letter NRW is using an electronic signature system called DocuSign which allows for documents to be signed using legally binding e-signatures. You will receive an email from DocuSign asking you to follow a link to access the award letter. NRW is providing this service to you free of charge and you will not be required to sign up to or download any software to use this system.

58. We must receive your signed letter within 28 days of the date of this letter, or this award of Funding will automatically be withdrawn. Please ensure you complete the two acceptance signatures on page 9 and the Assurance Statement in Schedule 4 on page 14.

Yours faithfully



Grace Acres

Team Leader

Grants Monitoring and Assessment

SCHEDULE 1 – Interpretation of Conditions

SCHEDULE 2 - The Project and Outputs and Payment Profile

SCHEDULE 3 - Notification of Events

SCHEDULE 4 - Assurance Statement Counter Fraud and Governance

SCHEDULE 5 - Other Information and General Conditions

ACCEPTANCE – TWO AUTHORISED SIGNATORIES ARE REQUIRED

Natural Resources Wales Strategic Allocated Funding

Applicant: City & County of Swansea

Date of Award Letter: 22 October 2021

Project Title: PROJECT NAME: AONB National Grant Partnership Programme and Biodiversity Enhancement and Ecosystems Funding (BERF) 2021-22

Project Reference: SAF/G/006-04

I/We accept the offer of grant under the above-named Scheme being delivered under the Natural Resources Wales – **Strategic Allocated Funding** on behalf of the applicant subject to the terms and conditions set out in your letter above and the attached Schedules, all of which I have read, fully understand and accept. I/We confirm that we have the authority to sign this acceptance.

Name (block capitals): Ben Smith

Signed:

DocuSigned by:
Ben Smith
91692D52A73D4B0...

Position: Chief Finance Officer

Organisation: City and County of Swansea

E-mail Address: Ben.Smith@swansea.gov.uk

Date: 08 November 2021 | 10:11 AM GMT

Name (block capitals): Jeffrey Dong

Signed:

DocuSigned by:
Jeffrey Dong
E6B7C4BDE15B424...

Position: Deputy S 151 Officer

Organisation: Swansea Council

E-Mail Address: Jeffrey.Dong@swansea.gov.uk

Date: 08 November 2021 | 3:18 AM PST

SCHEDULE 1

INTERPRETING THE CONDITIONS

'you or 'yours' is the name, registered address and company registration no of the grant recipient and charity registration no if applicable. This may be the name of a company / partnership / sole trader/charity/not-for-profit

'us' or 'we' is Natural Resources Wales (NRW)

Conditions: Is the terms and conditions set out in this letter, the Terms and Conditions of the Funding attached to this letter and Schedules

Costs Defrayed: is the cost which are discharged by payment

Costs Incurred: is the cost of goods and services you have received regardless of whether you paid for them by the date of the claim

Outputs: is to the outputs and outcomes set out in the Outputs and Payment Profile in Schedule 2

Notification Event: Is any of the events listed in Schedule 3

Parties: NRW and signatory of the award letter

Personnel is you your management/employees and suppliers or any other person appointed .or engaged by you in relation to the Project

Proposal/Project Proposal: is your proposal

Schedule: is the Schedule attached to this letter

Special Conditions: specific to the project

State Aid Rules: Is to the rules set out in Articles 107 to 109 of the Treaty on the Functioning of the European Union (or in those Articles that may succeed Articles 107 to 109), secondary legislation such as frameworks, guidelines and block exemptions produced by the European Commission derived from Articles 107 to 109, case law of the European Courts and decisions of the European Commission regarding the application of Articles 107 to 109; and **any reference to any legislation** whether domestic, EU or international law will include all amendments to and substitutions and re-enactments of that legislation in force from time to time.

SCHEDULE 2**THE PROJECT**

The Purpose of the funding is to carry out work on the AONB, including BERF.

Eligible expenditure on the Project the Funding is to help support

Category of Expenditure	Estimated Programme Expenditure (£) excluding VAT
Staff Costs <i>(including employers NIC and pension)</i>	£25,000
Consultants	£6,000
Contractors	£30,000
Materials	£26,250
Over-heads	£3,750
Totals	£91,000

OUTPUTS AND PAYMENT PROFILE

You must achieve the Outputs set out below in the Payment Profile. Our written consent will be required in advance of implementing any changes to the Outputs and/or Payment Profile.

AONB/NRW Partnership grant

Amount of Instalment	Outputs	Evidence	Claim Date
£68,250	A programme of monitoring change within Gower, and developing Planning Policy to guide that change. Providing advice and support to ensure that Gowers special qualities are conserved and enhanced	Final report detailing work undertaken evidencing outputs as detailed in your application Exchequer report providing evidence of expenditure	31 st March 2022
	A programme of habitat management, focused on preserving biodiversity and distinctive landscapes on Gower	Final report detailing work undertaken evidencing outputs as detailed in your application Exchequer report providing evidence of expenditure	
	A programme of education, events and resources introducing residents and visitors to the special landscape of Gower. Practical projects to protect and enhance Gowers cultural and historical inheritance.	Final report detailing work undertaken evidencing outputs as detailed in your application Exchequer report providing evidence of expenditure	
	A programme of access improvements to help residents and visitors to visit, walk and ride amongst Gower's outstanding landscape. Supporting sustainable and responsible tourism.	Final report detailing work undertaken evidencing outputs as detailed in your application Exchequer report providing evidence of expenditure	
Annual Reports will include: Summary of projects and description of delivery and impact e.g. numbers attending training, numbers engaged in school visits etc. Evidence will support the report includes any available photographs, statistics, press coverage and infographics to demonstrate the impact and effectiveness of delivery.			

BERF Funding

Amount of Instalment	Outputs	Evidence	Claim Date
£40,000	A programme of removing holm oak from Bishopswood (Gower Ash Woodlands SAC, also SSSI & LNR).	Final report detailing work undertaken evidencing outputs as detailed in your application Exchequer report providing evidence of expenditure	31st March 2022
	Bishopswood (Gower Ash Woodlands SAC, also SSSI & LNR) has good bat populations - including Lesser Horseshoe bats (EPS). A larger cave entrance needs to be grilled, to prevent disturbance to a bat roost/hibernaculum.	Final report detailing work undertaken evidencing outputs as detailed in your application Exchequer report providing evidence of expenditure	
	Pwlldu (Limestone Coast of S&W Wales SAC, SSSI & LNR) includes coastal grasslands. Clearing gorse scrub and facilitating grazing will protect and expand these areas	Final report detailing work undertaken evidencing outputs as detailed in your application Exchequer report providing evidence of expenditure	
	Fairwood Common (Gower Commons SAC and SSSI) – scrub clearance and increased grazing	Final report detailing work undertaken evidencing outputs as detailed in your application Exchequer report providing evidence of expenditure	
	To support enhanced future management of European Protected Sites, a cut-and-collect mower will be purchased to enable better management of grasslands and greenspace, supporting better biodiverse habitats	Final report detailing work undertaken evidencing outputs as detailed in your application Exchequer report providing evidence of expenditure	
	To support enhanced future management of European Protected Sites, a cut-and-collect mower will be purchased to enable better management of grasslands and greenspace, supporting better biodiverse habitats	Final report detailing work undertaken evidencing outputs as detailed in your application Exchequer report providing evidence of expenditure	

The Funding will usually be paid to you in arrears based on costs incurred or defrayed by you in the delivery of the project.

You must claim the Funding promptly, no later than 28 days after the claim dates set out in the Payment Profile. We reserve the right to withdraw any part of the Funding that you do not claim promptly.

You must submit your claims for Payment of the Funding to NRW at grants.enquiries@cyfoethnaturiolcymru.gov.uk using our current claim form, together with such documents, information and reports, which we may reasonably require to evidence that you have achieved the outputs set out in the Payment Profile, including:

- Completed, signed and dated claim form

- Progress report
- Invoice and Bank statement showing the transaction

SCHEDULE 3

NOTIFICATION OF EVENTS

- (a) You must notify us immediately if a Notification Event has occurred or is likely to occur, but we also reserve the right to notify you where we believe a Notification Event has occurred or is likely to occur.
- (b) We will either (i) notify you that we consider that the Notification Event is not capable of remedy or (ii) if we consider that the Notification Event is capable of being remedied seek to discuss the Notification Event with you with a view to agreeing a course of action to be taken to address the Notification Event.
- (c) We will be entitled to take any of the actions listed in section (d) below if:
 - (i) despite our reasonable efforts we have been unable to discuss the Notification Event with you; or
 - (ii) we notify you that the Notification Event is not capable of remedy; or
 - (iii) a course of action to address the Notification Event is not agreed with you; or
 - (iv) a course of action to address the Notification Event is agreed with you but you fail to follow it, or any Conditions attached to it are not met (including without limitation the timescale for such course of action); or
 - (v) the course of action fails to remedy the Notification Event to our satisfaction.
- (d) If any of the circumstances set out in section (c) above occurs, we may, by notice to you:
 - (i) withdraw the award of Funding; and/or
 - (ii) require you to repay all or part of the Funding immediately; and/or
 - (iii) suspend or cease all further payment of Funding; and/or
 - (iv) make all further payments of Funding subject to such Conditions as we may specify; and/or
 - (v) deduct all amounts owed to us under these Conditions from any other funding that we have awarded or may award to you; and/or
 - (vi) exercise any other rights against you which we may have in respect of the Funding.
- (e) All repayments of Funding must be made to us within 28 days of the date of our demand. If applicable, you must pay interest on any overdue repayments (on a compound basis) in accordance with the State Aid Rules.

The Notification Events referred to above are listed below:

1. repayment of any part of the Funding is required under European Law (whether under State Aid Rules or otherwise);
2. you fail to comply with any of the Conditions;
3. the Funding, in full or in part, is not being used for the Project;
4. you fail to achieve any or all the Outputs;
5. there is unsatisfactory progress towards completing the Project, including meeting the Outputs;
6. you fail to provide information about the Project requested by us, the European Commission or the European Court of Auditors, or any of their auditors, agents or representatives;
7. we have reason to believe that you and/or any of your Personnel are involved in fraudulent activity or have been involved in fraudulent activity [whilst the Project is/was being carried out];
8. we have made an overpayment of Funding to you;
9. any declaration made in paragraphs 29 to 34 is incorrect in any respect or, if repeated at any time with reference to the facts and circumstances then existing, would be incorrect;
10. any petition is presented, or resolution passed, or other action taken for your bankruptcy or winding-up or a petition is presented for an administration order against you;
11. a receiver or an administrative receiver is appointed in respect of you or in respect of all or any part of your assets;
12. a moratorium in respect of all or any of your debts or a composition or an agreement with your creditors is agreed, applied for, ordered or declared;
13. you are unable, or admit in writing your inability, to pay your debts as they fall due;
14. any distress, execution, attachment or other process affects any of your assets;
15. a statutory demand is issued against you;
16. you cease, or threaten to cease, to carry on all or a substantial part of your business;
17. there is a change in your constitution, status, control or ownership and/or your external auditors resign;
18. there is a change in your shareholders, directors, trustees or partners;
19. any event occurs or circumstance arise which in our opinion gives reasonable grounds for believing that you may not, or may be unable, to perform or comply with any of your obligations under these Conditions.

SCHEDULE 4**ASSURANCE STATEMENT: COUNTER FRAUD AND GOVERNANCE**

Natural Resources Wales (NRW) has a duty to protect public funds, ensuring they are handled with probity and in the public interest. It is important that people in Wales can have confidence in NRW and the organisations it funds. NRW officials require assurance that reasonable and adequate governance and counter fraud procedures exist in the organisations funded by NRW.

Are you in receipt of any other funding from any other organisation to support the Project? If so, please provide details including amounts of other funding, posts funded and source of funding. This includes applications that are pending.	<p>Yes No No</p> <p>Further details can be provided in the table below</p>
Please name the personnel within your organisation who has/have specific responsibility for financial management in respect of the Project.	<p>Name: Mike Scott</p> <p>Position: AONB officer</p>
Who is responsible for the supervision of the personnel named above?	<p>Name: Chris Lindley</p> <p>Position: AONB Team Leader</p>
<p>You declare that your employees, officials, directors, trustees and board members:</p> <ul style="list-style-type: none"> • where applicable, fully understand their duties and responsibilities under the relevant legislation relating to companies and charities; • have enough knowledge about governance issues to carry out their roles in a manner which is fully compliant with the relevant legislation; • properly scrutinise and oversee the work of those with primary responsibility for your financial management. 	
<p>You declare that your organisation, Directors or Partner or any other person who has powers of representation, decision or control have not been convicted of any of the following offences in the last 5 years:</p> <p>(a) conspiracy;</p> <p>(b) corruption;</p> <p>(c) bribery (common law offence);</p> <p>(d) bribery within the meaning of section 1, 2 or 6 of the Bribery Act 2010, or section 113 of the Representation of the People Act 1983;</p> <p>(e) fraud, including - i. cheating the Revenue; ii. conspiracy to defraud; iii. fraud or theft; iv. fraudulent trading; v. defrauding the Customs/HMRC; vi. an offence in connection with taxation in the European Union; vii. destroying, defacing or concealing of documents; viii. fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006; or ix. the possession of articles for use in frauds, or the making, adapting, supplying or offering to supply articles for use in;</p> <p>(f) any offence under sections 44 to 46 of the Serious Crime Act 2007</p> <p>(g) money laundering;</p> <p>(h) an offence in connection with the proceeds of criminal conduct;</p> <p>(i) any other offence within the meaning of Article 57(1) of the Public Contracts Directive.</p>	

Please provide details of **any other** funding, both capital and revenue, (including other NRW or Welsh Government funding streams) from any organisation to support the Project as detailed in Schedule 2. You must include details of capital items, posts funded, amounts of other funding and source of funding. This includes applications that are pending.

Type of Funding and Purpose	Amount of funding received (including pending applications) £	% of post cost/capital item	Source of funding
<i>e.g. 3 full time development officer posts</i>	<i>£150,000</i>	<i>100%</i>	<i>Big Lottery</i>
<i>e.g. Purchase of capital equipment</i>	<i>£30,000</i>	<i>70%</i>	<i>Barclays Bank</i>

SCHEDULE 5

OTHER INFORMATION AND GENERAL CONDITIONS

Third party obligations

- (a) Nothing in the Conditions imposes any liability on us in respect of any liability incurred by you to any third party (including, without limit, employees and contractors).
- (b) You must indemnify us against any liabilities, claims, proceedings, demands, losses, costs and expenses suffered or incurred by us directly or indirectly arising as a result of or in connection with any failure by you to perform fully or in part any obligation you may have to a third party.

Intellectual property rights and publicity

- (a) Nothing in these Conditions transfers to us any rights in any intellectual property created by you as a result of the Project.
- (b) You must acknowledge our support in relation to the Project. Such acknowledgement(s) must be in a form approved by us and must comply with the NRW branding guidelines.
- (c) You agree that from the date of this letter until 5 years from the date of the final payment of Funding we may include details about your organisation and business, the Funding and the Project in NRW promotional materials and you further agree to cooperate with our reasonable requests to achieve the production of such materials.

Information

- (a) You acknowledge that we are subject to the requirements of the Freedom of Information Act 2000 (the "FOIA"), the Environmental Information Regulations 2004 (the "EIR") and the Data Protection Act 2018 (the "DPA").
- (b) You acknowledge that we are responsible for determining in our absolute discretion whether:
 - (i) to disclose any information which we have obtained under or in connection with the Funding to the extent that we are required to disclose such information to a person making a disclosure request under the FOIA or the EIR; and/or
 - (ii) any information is exempt from disclosure under the FOIA or the EIR.
- (c) You acknowledge that we may share any data you provide to us with fraud prevention agencies and third parties for the purposes of preventing and detecting fraud. Any personal data we collect will be managed in accordance with our Privacy Notice

Buying goods and services

If you decide to buy any goods and/or services to deliver the Purposes, they must be purchased in a competitive and sustainable way to demonstrate that you have achieved best value in the use of public funds.

Giving Notice

- (a) Where notice is required to be given under these Conditions it must be in writing (this does not include email but may include a letter attached to an email) and must prominently display the following heading:

“Notice in relation to the [description and reference]”.

- (b) The address and contact details for the purposes of serving notice under these Conditions are as follows

You: The Project Manager at your address

Us: NRW at grants.enquiries@cyfoethnaturiolcymru.gov.uk or NRW at Maes y Ffynnon, Bangor, Gwynedd, LL57 2DW

- (c) A notice will be deemed to have been properly given as follows: -

By email attachment: upon transmission or the next working day if after 4pm or on a weekend or public holiday.

Prepaid first-class post: on the second working day after the date of posting.

By hand: upon delivery to the address or the next working day if after 4pm or on a weekend or public holiday.

Equal Opportunities

You must apply a policy of equal opportunities as employers, as users of volunteers, and as providers of services, regardless of race, gender/gender identification, sexual orientation, religion and belief, age or any disability.

Welsh Language

Where the Purposes include or relate to the provision of services in Wales, they must be provided in such a way as to not treat the Welsh language less favourably than English, in accordance with the Welsh Language (Wales) Measure 2011.

Sustainable Management of Natural Resources

The Environment Act (Wales) includes a requirement for NRW to embed the principles of sustainable management of natural resources throughout the way we work. NRW Grant recipients must also apply these principles throughout their grant funded work to maximise our contribution to the well-being goals and pursue sustainable management of natural resources.

General

- (a) If at any time any of these Conditions is deemed to be or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired.
- (b) No failure or delay on our part to exercise any power, right or remedy under these Conditions will operate as a waiver of any such power, right or remedy or preclude its further exercise or the exercise of any other power, right or remedy. The powers, rights or remedies hereby provided are cumulative and not exclusive of any powers, rights or remedies provided by law.
- (c) Any amendment or variation to these Conditions must be in writing and signed by us and you in the same manner as this letter.
- (d) You may not assign or otherwise dispose of in any way your rights, benefits, obligations or duties under these Conditions.
- (e) Conditions in items 23 to 28, items 35 to 40, Schedule 5 Intellectual Property Rights and Publicity, Schedule 5 Information, Schedule 5 General and other Conditions which by implication need to continue in force beyond the final payment of Funding will so continue in full force and effect.
- (f) The award of the Funding is to you alone and no one else is entitled to make any claim in respect of the Funding or seek to rely on or enforce any of these Conditions.
- (g) These Conditions are to be governed by and construed in accordance with the laws of Wales and England as applied in Wales and the parties hereto submit to the exclusive jurisdiction of the courts of Wales and England.