



**DARTMOOR'S DYNAMIC LANDSCAPES
COMMUNITY GRANT SCHEME
MOORSCAPES GRANT AGREEMENT**

between

DARTMOOR NATIONAL PARK AUTHORITY

and

XXXXXXXXXXXXXXXXXX



Instructions for completing this Moorscapes Grant Agreement

Dartmoor National Park Authority (DNPA) is the lead Partner in the Dartmoor's Dynamic Landscapes Partnership and this agreement will be between your organisation and DNPA.

The DDL team, on behalf of DNPA, have part completed the Agreement from information you have already provided. You should check the entire Agreement, completing the following sections yourself:

- Complete the Sources of other funding table, Schedule 01 (if this has not been done for you) page 4
- Sign agreement (page 12)
- Complete and sign payment details Schedule 03, page 14

We can accept photographs or scans of you signed form, or digital signatures as long as the signed form is sent to us from a named email account that we recognise as being from your organisation/group.

DRAFT

Total project and grant amounts

Total cost of project	£
Sources of other funding	
	£
Agreed amount of this grant	£

DRAFT

THIS AGREEMENT is dated XX XX XXX

PARTIES

- (1) **DARTMOOR NATIONAL PARK AUTHORITY** whose principal office is at Parke, Bovey Tracey, Newton Abbot, Devon, TQ13, 9JQ (**Funder**)
- (2) **Your organisation's legally recognised name**

Each a "party" and collectively being the "parties".

BACKGROUND

- A** The Funder has secured grant funding from the National Lottery Heritage Fund ("**NLHF**") in respect of a project known as Dartmoor's Dynamic Landscapes ("**Funder's Project**") which aims to create more naturally resilient landscapes, increase understanding and connect people to their place. As part of the Funder's Project, the Funder has run a small community grants scheme known as the Moorscapes Grant for local communities and organisations to deliver their own projects which will help to meet these aims.
- B** The Recipient has successfully applied for and been awarded a Moorscapes Grant and the Funder has agreed to pay the Grant to the Recipient to assist it in carrying out the Recipient's Project.
- C** This Agreement sets out the terms and conditions on which the Grant is made by the Funder to the Recipient.
- D** These terms and conditions are intended to ensure that the Grant is used for the purpose for which it is awarded.

AGREED TERMS

1. Definitions and Interpretation

1.1 The following definitions shall apply to this Agreement:

Application Form means the Recipient's completed application form and any supporting evidence submitted to the Funder to support its application for a Grant.

Commencement Date means the start of this Agreement as shown in Schedule 01

Dartmoor Dynamic Landscapes Aims means to create a more naturally resilient landscape, increase understanding, connect people (more sustainably) to their place.

Data Protection Legislation means (i) the UK General Data Protection Regulation (*Regulation (EU) 2016/679*) as defined by section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018, (ii) the Data Protection Act 2018 and / or (iii) any

regulations and secondary legislation made thereunder, as amended or updated from time to time, in the UK

Digital Outputs means all material with heritage content created in or copied into a digital format by or for the Recipient as part of the Recipient's Project.

Grant means the funding to be paid by the Funder to the Recipient in accordance with this Agreement, the total amount being shown in Schedule 01 of this Agreement.

Grant Period means the period for which the Grant is awarded starting on the Commencement Date and ending on the Expiry date shown in Schedule 01.

Instalment means a payment of part of the Grant by the Funder to the Recipient

Milestones means those milestones, if any, to be achieved by the Recipient's Project.

NLHF Standard Terms of Grant means the standard terms of grant between the Funder and the NHLF attached to this Agreement at Schedule 02.

NLHF's Investment Principles namely saving heritage, protecting the environment, inclusion, access and participation, organisational sustainability.

Nominated Officer means the officer nominated by each party from time to time in accordance with clause 9.1 of this Agreement

Outputs: means those outputs and outcomes set out in the application form and Schedule 01, or such updated outputs and/or outcomes as may be agreed between the parties (acting reasonably)

Property means any land, buildings, heritage items or intellectual property on which the Recipient will spend the Grant.

Recipient's Project means the project outlined in the Recipient's Application Form.

Working Day means any day other than a Saturday, Sunday or public holiday in England and Wales, and "Working Days" shall be construed accordingly

1.2 Reference to any statute or statutory provision includes a reference to:

- (a) that statute or statutory provision as from time to time amended, extended, re-enacted or consolidated; and
- (b) all statutory instruments or orders made pursuant to it.

1.3 Words denoting the singular number only shall include the plural and vice versa.
Words denoting any gender include all genders and words denoting persons shall include firms, corporations and vice versa.

- 1.4 Unless the context otherwise requires reference to any clause, sub-clause or schedule is a reference to a clause, sub-clause or schedule (as the case may be) of or to this Agreement.
- 1.5 The Schedules form part of this Agreement and shall have effect as if set out in full in this Agreement. Any references to this Agreement includes the Schedules.
- 1.6 The headings in this document are inserted for convenience only and shall not affect the construction or interpretation of this Agreement.
- 1.7 A reference to writing or written includes emails.

2. Commencement Date

- 2.1 This Agreement shall commence on the Commencement Date and expire at the end of the Grant Period unless extended beyond this date by the written agreement of the parties.

3. The Grant

- 3.1 Subject always to the Funder being in receipt of sufficient funds from the NLHF and clause 3.3 together with the conditions set out in this Agreement, the Funder shall pay the Grant on completion of the Recipient's Project or in Instalments to the Recipient if this has been agreed and set out in Schedule 1.
- 3.2 The Recipient confirms that the information contained within its Application Form remains true and accurate. The Recipient shall advise the Funder of any relevant changes and not make any changes to the Recipient's Project without obtaining the Funder's prior written agreement.
- 3.3 The Recipient shall use the Grant for the purpose only of contributing towards the costs of the Recipient's Project and for no other purpose whatsoever without the prior written agreement of the Funder. If the full amount of the Grant is not spent, the Recipient must pay back the part of the unspent Grant on demand.
- 3.4 In the event that the Recipient fails to use the Grant for the purpose outlined in this Agreement or any information it supplied to the Funder was completed fraudulently, incorrectly or was materially misleading or the Recipient acts fraudulently or negligently at any time during the completion of the Recipient's Project or otherwise fails to comply with any of the conditions contained in this Agreement, the Funder shall be entitled to terminate this Agreement and require the Recipient to repay some or all of the Grant as the Funder at its sole discretion shall determine. The Funder shall also be entitled to the immediate repayment of any Grant paid if any of the circumstances set out in clause 46 (Grant payment and repayment) of the NLHF's Standard Terms of Grant apply.

- 3.5 The Recipient must ensure that the Recipient's Project at all times complies with all relevant and necessary statutory requirements, including without limitation, those arising under the Health and Safety at Work etc Act 1974, and any other acts, orders, regulations and codes of practice which may apply to employees and other persons working on, or affected by, the Recipient's Project and that any and all consents, authorities, permissions, licences and insurances are obtained and maintained throughout the Recipient's Project.
- 3.6 The Recipient shall use reasonable endeavours to deliver at least one of Dartmoor Dynamic Landscapes Aims and at least one of the NLHF's Investment Principles.
- 3.7 The Recipient shall use reasonable endeavours to deliver the Outputs and to meet all Milestones. In the event that the Recipient fails to deliver the Outputs and/or meet the Milestones, and this results in the NLHF withholding/clawing back funding from the Funder then the Recipient acknowledges that the Funder may withhold the Grant and/or clawback any Grant paid to the Recipient. The Recipient will co-operate with the Funder in relation to demonstrating to the NLHF the Recipient's Project remains deliverable.
- 3.8 Digital Outputs – The Recipient agrees to grant the Funder and the NLHF a non-exclusive, royalty free licence to use, copy, keep and disseminate any Digital Outputs created in the course of the Recipient's Project and to grant sub-licences of the same and to otherwise comply with the requirements set out in clause 43 (Digital Outputs) of the NLHF Standard Terms of Grant.
- 3.9 The Recipient shall comply with and take all reasonable steps to avoid placing the Funder in breach of its obligations under the NLHF Standard Terms of Grant including but not limited to clauses 28-29 (Procurement).
- 3.10 Where the Recipient's Project includes capital works to the Recipient's Property, the Recipient agrees to comply with the additional requirements set out at Schedule XX and that the information about the Recipient's Property set out at Schedule XX is correct.

4. Compliance with Legislation

- 4.1 Both parties will comply with any notification requirements and duly observe all obligations which arise in connection with this Agreement under the Data Protection Legislation.
- 4.2 The Recipient also agrees to comply with all applicable laws, statutes and regulations that apply to its organisation, including, but not limited to:
- (a) anti-bribery and anti-corruption, including but not limited to the Bribery Act 2010; and
 - (b) safeguarding policies and procedures where applicable.

5. Records

- 5.1 The Recipient shall keep all invoices, receipts, accounts and any other relevant documents relating to the Recipient's Project and use (including expenditure) of the Grant for a period of at least six years following the expiry or termination of this Agreement.
- 5.2 The Funder shall have the right to review, at the Funder's reasonable request, the Recipient's accounts and records referred to in clause 4.1 and to take copies of such accounts and records.
- 5.3 The Recipient shall use reasonable endeavours to assist the Funder in meeting its reporting obligations as set out in clauses 22-27 (Project Monitoring) of the NLHF Standard Terms of Grant, by providing such information as the Funder may reasonably request in respect of the Recipient's Project.

6. Monitoring

- 5 The Funder shall monitor the operation of this Agreement and the Recipient shall co-operate with and assist the Funder by:- providing it with such reports, records and information as the Funder may from time to time reasonably require in undertaking the monitoring; and
- (b) meeting the Funder as required from time to time to discuss any issues relevant to this Agreement.

7. Publicity

- 7.1 The Recipient undertakes to co-operate with the Funder with regard to any publicity the Funder wishes to undertake in connection with the Grant or the Recipient's Project and must ensure that the support of the Funder and NLHF, in any such publicity is acknowledged and publicised as directed by the Funder.
- 7.2 Any press releases or publicity issued by the Recipient regarding the Grant must be approved by the Funder.
- 7.3 The Recipient shall comply with the requirements set out in clauses 40-42 (Publicity and acknowledgment) of the NLHF Standard Terms of Grant

8. Liability

- 8.1 The Funder accepts no liability whatsoever for the Recipient's Project whether before, during or after its completion and the Recipient undertakes to indemnify and keep the Funder indemnified from and against any and all loss, damage, liability (whether criminal or civil) and costs (including legal fees) suffered by the Funder in respect of any

breach of this Agreement or any relevant law, the negligence and/or misconduct by the Recipient to a maximum sum equal to the Grant.

9. Freedom of Information

9.1 The Recipient acknowledges that the Funder is subject to the requirements of the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (EIRs) and shall assist and co-operate with the Funder to enable the Funder to comply with these information disclosure requirements.

10. Variation

10.1 In the event that the parties deem it necessary, this Agreement may be varied in writing between the parties.

11. Nominated Officers

9.2 Both parties will identify and promptly notify the other of an officer who will liaise with the other party over all aspects of this Agreement.

12. Dispute Resolution

10.1 In the event of any complaint or dispute arising between the parties to this Agreement in relation to the operation of this Agreement which one party notifies in writing to the other party then the parties' Nominated Officers (or any other individual nominated from time to time by the Funder or the Recipient as the case may be) should first endeavour to resolve the complaint or dispute between them by direct negotiation.

10.2 Should the complaint or dispute remain unresolved within 20 Working Days of the matter first being referred by either party to the other party's Nominated Officer or other nominated individual (as the case may be) either party may refer the matter to as appropriate senior officer of the Funder and the Recipient with an instruction to attempt to resolve the dispute by agreement within 20 Working Days, or such other period as may be mutually agreed by the Funder and the Recipient.

13. No Partnership or Agency

11.1 This Agreement shall not create any partnership or joint venture between the Funder and the Recipient, nor any relationship of principal and agent, nor authorise any party to make or enter into any commitments for or on behalf of the other party.

14. Assignment

12.1 The Recipient may not assign any or all of its rights under this Agreement without the prior written agreement of the Funder.

15. Third Party Rights

13.1 A person who is not a party to this Agreement shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on them, without the prior written agreement of the parties.

16. Counterparts

14.1 This Agreement may be executed in any number of counterparts, each of which will be an original and all of which will together constitute a single agreement.

17. Governing Law

15.1 This Agreement shall be governed by and construed in accordance with the law of England and the parties irrevocably submit to the exclusive jurisdiction of the English courts.

AS WITNESS the hands of parties the day and year first before written

SIGNED by an authorised officer)
for and on behalf of)
DARTMOOR NATIONAL PARK)
AUTHORITY)

Authorised Signatory

SIGNED by an authorised officer)
for and on behalf of)
YOUR ORGANISATION)

Authorised Signatory

SCHEDULE 02

NLHF'S STANDARD TERMS OF GRANT

Can be found on the Heritage Fund's website at [Standard Terms of Grant: £250,000 to £10million | The National Lottery Heritage Fund](#)
Or by looking up Heritage Fund Standard Terms of Grant into a search engine, the DDL programme is in the £250k to £10m range.

DRAFT

SCHEDULE 03
GRANT RECIPIENT'S BANK DETAILS

PAYMENT DETAILS

Please provide the following information.

The name provided under 'Account Name' must match the name on the bank statement, cheque or paying-in slip you are providing.

Please provide your name and signature or that of someone authorised to sign documents for your organisation.

Bank/Building Society Name	
Branch Name and Address	
Account name	
Account number	
Sort Code	
Building society roll number	
VAT Registration Number (if applicable)	
Company Number (if applicable)	

Name:

.....

Signature:

.....