

Applicant - by e-mail only
anne.reid@midulstercouncil.org

Our Ref: EFCC2020/44

Direct Tel: 07780 760910

29 October 2020

Dear Anne

Re: Environmental Challenge Competition 2020/21 - Letter of Offer

Project: Ballyronan Wood

Project Code: EFCC2020/44

Grant offer: £40,500 @ 50% of eligible expenditure for:-

Redevelopment of the woodland within Ballyronan as a quality off road multi-use 1km trail. To link Ballyronan with Traad point. Installation of an interpretation panel depicting the flora & fauna of the area. Way-marking and bench seating and bird and bat boxes.

I am pleased to inform you that your application to the Environmental Challenge Competition 2020/21 has been successful and you may commence your project with immediate effect. The Department is offering the level of grant set out above, subject to the Terms and Conditions that are contained in this letter of offer.

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 above.

CONDITIONS OF OFFER

The following is a list of the 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.



STANDARD TERMS AND CONDITIONS

1. **Appendix 1** issued with this letter of offer contains the grant claim form for electronic submission to the Department at efgrants@daera-ni.gov.uk by **15 March 2021**. The grant award will not exceed the maximum amount allocated in this offer letter. If you wish the Department to consider re-profiling elements of the project costs set out in your application, you must submit this request as soon as possible to the Department for consideration prior to expenditure being committed.
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, if this is different than the Project Manager stated in the application.
6. All correspondence relating to this grant must also be sent to efgrants@daera-ni.gov.uk
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. This grant is being awarded on a no State Aid basis. However, if required to do so by a decision of the European Commission, the Department reserves the right to require that the Applicant repays any State Aid that the Commission deems to be incompatible. The following clauses in relation to State Aid may apply:

De minimis clause:

This grant is being awarded under the auspices of Commission Regulation (EU) No 1407/2013 (the de minimis Regulation) which entered into force on 1st January 2014 and will continue to apply until 31st December 2020. This grant is being awarded on the understanding that this grant will not result in a breach of the €200,000 de minimis aid ceiling. However, if required to do so by a decision of the European Commission, the Department reserves the right to require that the Applicant repays any State aid that the Commission deems to be incompatible.

GBER clause:

This grant is being awarded under the auspices of Commission Regulation (EU) No 651/2014 (the General Block Exemption Regulation) which deems certain categories of State aid compatible with the internal market.

Procurement and Tendering

10. The Applicant shall implement the procurement procedures as set out in the table below. 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.

Estimated Value	Tender Action Required
Up to £5,000	2 Oral quotations – with fax or email confirmation. Every attempt should be made to obtain more than one quotation.
£5,001 - £30,000	4 Selected Tenders
>£ 30,000 < EU thresholds	Contact Grant Team for detailed requirements



It may not always be possible to obtain the required number of quotations, although reasonable effort to do so must be demonstrated. For procurements over £5,000 where only one supplier is available Departmental approval for the procurement must be obtained in advance.

11. 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.
12. Organisations that are not financed or supervised by public sector bodies and commercial organisations in the private sector may not be covered by the European Union procurement rules but are nonetheless expected to use fair and open practices including competitive tendering when letting contracts.

Changes in the Project

13. 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 this Letter of Offer.
14. 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, if required.
15. 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

16. 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 as a consequence of any such change.

Withdrawal of Grant/Withholding Payment

17. The Department reserves the right to suspend, defer or withhold or clawback any 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 claim 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; if there is unsatisfactory progress towards completion of the project or if the project has in any other way not been implemented in accordance with these conditions of offer; or
- iv. Any outcomes, such as pathway creation or extension, are not sustained and maintained after the funding period for a minimum of 3 years; or
- v. Any environmental damage is caused as a result of the delivery of the project.
- vi. The Applicant shall not, without the prior written consent of the Department, appropriate any land or any part of it for purposes other than nature conservation or passive recreational enjoyment or sell, lease or otherwise dispose of it, or any part of it, but shall if so required by the Department pay to the Department either:



- I a sum equal to the amount of grant paid to the Applicant; or
- II. (a) in the case of an appropriation, % of an amount equal to the prevailing market value of the land, such value to be determined by the District Valuer;

(b) In the case of the sale, lease or other disposal % of the proceeds of such sale, lease or other disposal; whichever of I and II shall be the greater.
- vii. Any sum repayable to the Department under this condition shall be recoverable from the Applicant by the Department as a debt due to it.

Political Uses

- 18. 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

- 19. 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.
- 20. 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

- 21. 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.



22. 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.
23. The Applicant is responsible for obtaining and complying with statutory approvals in advance of the conduct of any activities in designated sites

Project Inspection

24. 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:
- accord with the description made in the project application;
 - are implemented with appropriate financial control;
 - receive financial assistance in accordance with documented eligible expenditure; and
 - deliver what they set out to do.
25. The Department and its agents, the Northern Ireland Audit Office, and accountable Departments and their agents, shall have the right to:
- i. Inspect the Project at any time; and
 - ii. Require such further information to be supplied as they think fit and to be provided with such documents or items as they shall require.
26. Without prejudice to the foregoing generality, the Applicant must keep and make available on request financial records relating to the project.

Provision of Information

27. 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.
28. 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.
29. The Applicant must meet the data standards and format required by the Department. In relation to spatial GIS data, the Applicant must make available



spatial data and associated metadata in an agreed consistent format, within the scope of EU INSPIRE Directive (2007). Full details of the EU INSPIRE Directive can be found at <http://inspire.jrc.ec.europa.eu/index.cfm>.

26. There may be significant data produced as a result of the project, therefore the Applicant must have agreed a Data Sharing Agreement with the Department in 2019/20 and submitted data as detailed in the agreement. The Data Sharing Agreement will outline, *inter alia*, the intent of data sharing, data formats, data standards, those involved and the timing of delivery. The agreement includes the requirement for the Applicant to ensure that all relevant biological records collected are issued to the Centre for Environmental Data and Recording (CEDaR), and are clearly attributable to the Environment Fund. Data must be in digital formats agreed with the relevant DAERA data management teams.

30. In instances where a project defines a site specific action, such as a habitat management action plan or a route/access management plan, the Applicant is required to provide accurate digital mapping information in a GIS format, such as an ESRI shapefile. The exact mapping requirement must be agreed with the Department.

Retention of Documents

31. 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 project 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

32. 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 funding role of the Department must be acknowledged on any promotional or interpretative material or signage associated with this project. The Department's logos must be used and are available on request from the DAERA Graphic Design Unit (graphic.design@daera-ni.gov.uk). 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.
- iv. The Applicant must notify the Department of any significant promotion or celebration of this project, where practicable, 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; and
 - Domain names.



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

Financial Management Systems

34. 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.
35. 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

36. 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

37. The Applicant shall comply with the requirements of all EC Directives and legislation as amended from time to time in force relating to working conditions, health and safety at work etc. The Applicant shall comply with the requirements of the Sex Discrimination (NI) Orders 1976 and 1988, the Fair Employment (NI) Acts 1976 and 1989, The Disability Discrimination Act 1995 (as modified by Schedule 8), the Race Relations (NI) Order 1997, and any enactment amending, extending or replacing the same. Projects shall also demonstrate compliance with the requirements of Section 75 of the Northern Ireland Act 1998. 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.



38. 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.
39. The Applicant has the responsibility of meeting its own contractual obligations regarding salaries. In our award of grant aid, however, the Department will implement the same level of pay restraint as is implemented for the Public Sector. There will be no increase in the total level of grant aid offered.
40. Within one month of a post being filled, the Applicant must inform the Department of the post holder's name, start date and salary.
41. 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

42. The Applicant is responsible for ensuring that information on applications for grant assistance is stored on computer and in accordance with the General Data Protection Regulations 2018. We will not retain any personal information that you may submit with a grant claim such as payslips, P11s etc.

Fraud

43. 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

44. 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

45. 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; and
- viii. Sale of proceeds net of VAT.

Disposal or Vesting of Assets

46. The Applicant shall inform the Department of any proposal to sell, transfer or otherwise dispose of any Project Asset or if it is to be vested. If the Applicant considers disposal 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, vested 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 payment of financial assistance made under this letter of offer or such lesser amount as the Department at its discretion may determine.

Default

47. 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 payment of financial assistance in relation to the project, or such lesser amount as the Department at its discretion may determine.

Post Project Reporting

48. A final report including the outcomes of the project must be submitted to the Department within 1 month of the end of the project. The report must clearly describe quantitative progress in relation to the agreed project outcomes and targets set out in the application and also 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

49. Financial assistance will only be paid in respect of actual eligible costs and provided that the outcomes stated in your application, and any agreed amendments, have been achieved. If outcomes have not been achieved, financial assistance may be reduced.

50. The claim must contain 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. A Claim Form is provided at **Appendix 1**. 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.

51. 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.
52. 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.
53. 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 the claim. This must identify the amount of support from the Department and detail the other financial assistance towards these posts.
54. 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.**

CONDITIONS SPECIFIC TO YOUR PROJECT

55. This offer is based on the standard Terms and Conditions contained in this letter and the following condition(s) specific to your project:-
56. Applicants must have spent sufficient monies to enable the full amount of funding offered to be claimed before the end of the 2020/21 Financial Year. Match funding may be committed after the end of March 2021, provided the full amount of the offer is spent before the end of March 2021.
57. 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/>

58. Current Position figures must be reported bi-annually for Q26 Statistical Reporting (from the Application Form) for 3 years following completion of the funding.
59. In awarding this grant DAERA, under the Environment Order (Northern Ireland) 2002, permits that as an owner/occupier¹ of the protected site(s) named in the application form, or as a public body, you may carry out, cause or permit to be carried out, the operations(s) specified in the manner prescribed and outlined in your grant application and supplementary information.
- ¹ You must have written permission of the owner.
60. You are required, however, to give additional written notice to the DAERA NED Grant Team if you propose to amend, or carry out additional operations, which are not yet permitted, or where the period identified in the proposal for the operation to take place has expired. Permission must be received prior to any works being carried out. Where any operations also require permission from a local planning or other regulatory authority, separate to a permission under the Environment Order (Northern Ireland) 2002, you must ensure these permissions are obtained before any operations take place.
61. 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.
62. The applicant must demonstrate that the entire project falls under permitted development.
63. A Management plan for Himalayan balsam and other IAS must be provided, which may be present for the site. To include biosecurity plan for works to ensure machinery does not result in further spread off site.
64. No trees are to be removed for the creation of the walk - Reason: To prevent destruction of the wet woodland habitat feature of the ASSI.
65. All works to be undertaken outside of the bird nesting season - Reason: To prevent disturbance of any nesting birds.

ACCEPTANCE OF OFFER

If the Applicant is prepared to accept the foregoing offer on the terms and conditions



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

Klondyke Building
Cromac Avenue
Gasworks Business Park
Malone Lower
Belfast BT7 2JA

stated, you must sign and return the attached Grant Acceptance Form attached at **Appendix 2**, by return e-mail by **29/11/2020**. This must be signed by 2 authorised representatives. You must also complete and return the Bank Details Form attached at **Appendix 3** along with the Grant Acceptance Form.

If you have any questions contact the Grant Team by email on Efgrants@daera-ni.gov.uk.

Yours sincerely

Helen Anderson
Director of Natural Environment Division
Klondyke Building
Gasworks Business Park
Cromac Avenue
Malone Lower
Belfast
BT7 2JA

Cc efgrants@daera-ni.gov.uk