# **Species Survival Fund**

### See all updates

A short-term programme to create and restore habitats and reverse the decline of species across England, delivered on behalf of Defra.

### Page created: 30 June 2023

The Species Survival Fund is now closed to new applications. <u>Explore our available</u> <u>funding</u>.

### Overview

### Is this the right programme for you?

- Are you an individual or organisation based in England?
- Do you have a nature recovery project planned, costed and ready to start?
- Do you require a grant from £250,000 up to £3million?
- Can you complete your project within two years?

If you answered yes to these questions, then the Species Survival Fund is for you.

The Species Survival Fund will support the creation and restoration of wildlife-rich habitats in England. It is open to individuals and organisations working to recover nature.

Projects must deliver against the fund theme of habitat creation and restoration, including ecosystem restoration, to support species abundance at a landscape, catchment or local scale, either within or outside of protected sites.

This can include targeted actions taken as part of wider habitat creation or restoration projects.

We are offering grants of £250,000 to £3m for projects of maximum two years' duration.

You are encouraged to contribute at least 5% of your project costs in cash (partnership funding).

Priority will be given to projects that can provide partnership funding from non-government sources such as private investment. Any cash contributions you provide can add to the impact and value for money of your project, which will be considered in assessment. We will also consider whether the Species Survival Fund is the most appropriate funding source for your project.

### **Application deadlines**

- Expression of Interest deadline: 12noon 24 July 2023
- full application deadline: 12noon 26 October 2023

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# What we are looking for

Applicants can only apply for projects which are fully planned and costed and can start immediately once funding has been awarded. All project activity must take place in England.

You must be able to spend the full grant and complete all final reporting by the end of February 2026.

We are looking for projects which:

- carry out activities focused on habitat creation and restoration that contribute to species abundance and/or targeted actions for multiple species
- carry out capital works on wide-ranging habitats, including terrestrial, riparian, coastal and estuarine habitats
- work in partnership to maximise impact
- Focus on a wide range of species. Projects do not need to focus exclusively on priority species or those in the <u>species abundance indicator</u>. We value species in their own right and we also expect that action for wider species and habitats will help drive improvements in the indicator.
- Have considered local priorities for nature recovery wherever possible, for example those emerging through the Local Nature Recovery Strategy (LNRS) process. This could be either through engagement with Responsible Authorities on emerging LNRS or engagement with groups like Local Nature Partnerships. Applications from areas where there isn't a draft LNRS won't be penalised.
- have considered how a changing climate will affect the ecological outcomes the project is aiming for

If you have any questions, please contact us.

### Habitat creation and restoration

Projects must create or restore terrestrial, riparian, coastal and estuarine habitats. Works could include:

- enlarging, connecting and improving existing wildlife-rich sites
- improving degraded habitat
- creating more sites
- improving habitats such as scrub habitat mosaics, riparian habitats and grassland that will provide the conditions that species need to thrive and grow
- targeted actions to halt the decline in species abundance taken as part of wider habitat creation or restoration projects, such as species monitoring or surveys for under-resourced sites

Projects will be prioritised if they:

- create more joined-up space for nature on land, including along rivers and streams
- align with local plans
- connect people with nature where appropriate, improving access and engagement with nature and benefiting health and wellbeing
- support climate change adaptation, and where relevant, mitigation benefits, through the use of naturebased solutions that provide multiple benefits for climate, biodiversity and people

- support green jobs, including apprenticeships, particularly in areas of high unemployment that need economic investment
- incorporate species monitoring or surveys for sites lacking this information, provided this leads to improvements for biodiversity implemented during the project

Species conservation translocations are out of the scope of this programme. This includes population reinforcement as well as the reintroduction of large mammals or apex predators such as beaver, lynx and white-tailed eagle.

### Evaluation

We will need to understand how you plan to demonstrate the impact of your project or how you have delivered against your objectives. You must build in evaluation from the beginning of your project. We expect to see a realistic budget for evaluation included in your project costs.

We recognise that it may not be possible to demonstrate delivery of longer-term environmental outcomes by the end of the funded delivery period. However, we expect you to:

- set out in your application what inputs and outputs you will deliver during the project that will contribute to your longer-term outcomes
- have a plan to evaluate the project's impact, including plans for onwards species monitoring beyond the funded period
- have a plan to sustain positive impacts of the project post-delivery and work on this in more detail during your project

We expect you to describe in your application where you have drawn on existing evidence around what works in delivering species abundance, or in developing indicators for your projects. For example, you may wish to use websites such as <u>Conservation Evidence</u> in considering objectives and indicators for nature conservation and restoration.

At the end of your project we will require delivery of an evaluation report before we pay the last 10% of your grant.

We will also expect you to participate in a wider evaluation of the fund, to be managed by the Heritage Fund. This will require you to submit data about the actions you have taken to restore or create wildlife-rich habitats, mapped against GIS data or spatially defined areas of land. Further details and guidance on this will be supplied if you are awarded a grant. We recommend you include costs in your application for the collection and administration of output data.

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# Who is eligible to apply

We welcome applications from all individuals and organisations working with landscapes and nature in England. This includes:

- environmental not-for-profit organisations
- AONBs and National Park Authorities (via their accountable or registered body)
- local authorities
- farmers and land managers

### Partnerships

We encourage organisations to apply as partnerships where this is likely to lead to more joined-up projects.

Partnerships must be led by one of the eligible organisations listed above. Partnerships can include other notfor-profit and for-profit organisations, providing all works are for public benefit rather than private gain.

Partnerships **cannot** include the following government bodies (although these bodies may be represented on steering groups and may contribute funding, land and/or advice):

- non-ministerial departments
- executive agencies
- executive or advisory non-departmental public bodies

If you are making a joint application, you will need to decide which organisation will be the lead applicant. The lead applicant will fill in the application form and, if you are successful, take receipt of the grant and report on progress.

Please submit a draft of your partnership agreement as part of your application (see Supporting documents).

Eligible individuals and organisations can submit a maximum of one application as the lead applicant. You may be involved in additional projects as a partner.

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# What we can fund

It is important that you identify in your application which of your project costs are capital and which are revenue. Across the whole portfolio of projects, we are looking to fund a combination of capital and revenue activity to a ratio of 2:1 capital to revenue. The following list is an example of capital costs that applications can include.

Capital costs:

- materials associated with land management and species recovery activities, such as fencing, plants and trees
- equipment purchase or hire where essential to deliver the project
- contractor costs for capital works
- consultant fees, such as ecologists, site surveys and technical designs
- salary costs for staff directly delivering land management and species recovery activities
- purchase or development of computer software required for project delivery
- purchase, design and installation of interpretation panels
- fees incurred for statutory permissions, licences and consents where essential for the delivery of the project
- community grants for capital works see our Community Grants Good Practice Guidance
- management and maintenance costs incurred for up to five years after project completion
- Contingency funding for unexpected capital costs. We recommend this be approximately 10% of your capital costs.
- inflation funding to allow for cost increases in year two of delivery

Revenue costs:

- salaries and on-costs of staff working on project administration and community engagement
- wages for apprentices or job placements (only where these cannot be funded through other sources)
- recruitment for the project
- skills and training for the project
- volunteer travel and subsistence
- communications
- grant monitoring and evaluation activities
- legacy planning activities
- full cost recovery (for charities only)
- evaluation see our Evaluation Good Practice Guidance

Funding for AONBs, National Park Authorities, Local Authorities and universities can be used to cover the following revenue costs:

- salaries and direct on-costs of staff delivering the project
- costs of backfilling an existing post where a member of staff is transferred to deliver new work associated with the grant
- activity costs

Please note that these lists are not exhaustive but give you an idea of the type and range of costs we will cover. Further guidance on costs can be found in the application help notes.

Your project costs must be compliant with UK Subsidy Control Regime rules. For further information about these rules, see the Legal requirements section.

As part of the assessment process we will consider how the proposed budget delivers on the project's environmental objectives. For example, we will assess how equipment costs relate to stated objectives and will challenge anything that seems disproportionate. We will also consider the balance of budget across partners.

Projects can deliver works or activities on private land providing that they are for public benefit rather than private gain.

### What costs you can't apply for

- recoverable VAT
- costs related to promoting the cause or beliefs of political or faith organisations
- costs related to lobbying and/or activity to influence legislative or regulatory action
- costs incurred before a grant is awarded
- full cost recovery for organisations which are not charities
- redundancy costs
- cost of land acquisition
- research

### How much partnership funding is needed?

We expect this fund to be highly competitive. We will be looking for applications to demonstrate value for money, particularly by including partnership funding to cover a proportion of the costs.

Applicants are encouraged to contribute at least 5% partnership funding in the form of a cash contribution from public or private sources (in-kind contributions such as volunteer time will not be counted as part of this contribution).

### Sources of partnership funding

Projects that include partnership funding from non-government sources will be prioritised.

Partnership funding from The National Lottery Heritage Fund is not eligible.

If your project involves capital work, the value of increased future costs of environmental monitoring, management and maintenance for up to five years after practical completion can be included as partnership funding.

Your Expression of Interest form and application should outline any other grant funding you have or intend to apply for. Partnership funding can be unsecured at the point of application but will need to be confirmed by the time the project is given permission to start.

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# When to apply

- We are accepting Expressions of Interest from 30 June 2023 **until 12noon on 24 July 2023.** We will aim to assess Expressions of Interest by 25 August and will invite the top scoring projects to apply.
- If we invite you to apply, you must submit your full application by 12noon on 26 October 2023.

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# How we will assess your application

Firstly we will consider whether you and your project costs meet the Eligibility Criteria, listed in 'Who is eligible to apply?' and 'What can we fund?'. If you do not meet the Eligibility Criteria, we will not assess your application further.

If you meet the eligibility criteria, we will then assess your application against the quality criteria below. The criteria are given equal weight and we will prioritise applications that perform most strongly across all four. We will also consider if your proposals are proportionate to the amount of funding you are applying for.

We expect to receive more high-quality applications than we can fund. Where there is a need to differentiate between applications assessed as high-quality, our decision makers will apply the balancing principles below.

### Quality criteria

The application will be primarily assessed on your ability to:

- demonstrate the project proposal follows established good practice in delivering outcomes for habitat recovery and that works are appropriate to place
- Deliver the project activities successfully within the required timescale. Priority will be given to projects that are fully planned with a clear and realistic timetable for obtaining any required permits, licences, statutory consents and landowner consents. You must be able to demonstrate a track record of high-quality delivery on the part of the applicant(s), and the appropriate skill sets to deliver the project.

- Deliver good value for money for public funds. Value for money means the level of outcomes that you will deliver relative to the total amount of grant you are requesting based on clearly defined outcomes and realistic costings. We will include in this assessment the level of partnership funding you are contributing from other sources.
- Demonstrate the long-term sustainability of the project outcomes beyond the funded period. We want to see how you will maintain and build on what your project has delivered, how your project links to local plans and strategies and how you propose to secure any follow-on funding required. We will expect you to work up your sustainability plans (including ongoing monitoring plans) during your project and you should budget for this in your project costs.

### **Balancing principles**

If we receive more good quality applications than we can fund, we will prioritise projects which will also deliver one or more of the following outcomes. These outcomes are not listed in any order of priority:

- create and/or retain green jobs, including apprenticeships, especially for people in areas that need economic investment
- provide active public engagement with species and nature
- **encourage private investment**, either through partnership funding or through plans to generate private revenue ('green finance') from project outputs in the future

We will also aim to create a portfolio of funded projects which will:

- represent a **balanced geographical coverage** across England, including rural, coastal and urban areas
- support **a range of habitats and species** across the theme of the fund
- maintain a funding ratio of 2:1 capital to revenue costs

Once you submit your online application, we will check everything is in place and will be in touch to let you know if we need any further details. Unless we need to check anything with you, it is unlikely that you will hear from us again until we notify you of our decision.

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# The application process

This guidance covers everything you need to know to apply. We are requesting only the information we need. **Please read this guidance and the supporting help notes before you start your application**.

Please note: the Heritage Fund uses the same online forms across the programmes we administer. Some questions need to be answered differently for the Species Survival Fund, so follow the application help notes at all points to understand what information is required where.

### Before you apply

- Make sure you read the application guidance and help notes and check that you are eligible to apply.
- Have your supporting documents ready to submit with the application form.
- If you aren't already registered on our Get funding for a heritage project service, you will need to create a new account before you submit your Expression of Interest or application.

### How to apply

We are accepting Expressions of Interest from 30 June 2023 until 12noon on 24 July 2023. Please refer to our <u>EOI help notes</u> for more information on how to complete your form.

An assessment panel involving all the fund partners will use the information you provide in the EOI to decide whether to invite you to submit a full grant application. We use this step to identify priority projects early on, as we recognise the work that goes into preparing a full application. An invitation to apply does not guarantee a grant from us but does indicate that we see potential in your initial proposals.

We will aim to respond to all EOIs by 25 August 2023. You will then receive a unique link to submit a full application. You must submit your full application by the deadline of 12noon on 26 October 2023.

When you submit your online application form, you will be asked to confirm that you have read, understood and agree with the statements set out in the declaration. If you have any questions, please <u>contact us</u>.

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# Supporting documents

Everything we need to assess your application should be included in the application form and supporting documents. Please do not submit any extra documents as we will not use them in our assessment.

We will not begin assessing your application until you submit all of the relevant supporting documentation. If you do not provide your supporting documents by the application deadline, your application will be withdrawn.

You should attach the relevant supporting documents to your online application form. We can accept most standard file formats. Please use the document names below so that we can easily identify each document.

### 1. Governing document (mandatory for all applicants)

For example, a constitution. If you are applying as an individual or private landowner then please provide proof of ownership of the site(s) you will be working on, for example, Land Registry title register in the same name as your application or conveyance for unregistered land.

### 2. Audited or verified accounts (mandatory for all applicants)

If you are an individual, a newly-formed organisation, or do not have accounts less than 12 months old, please upload bank statements in the same name as your application for the last three full months.

### 3. Detailed cost breakdown (mandatory for all applicants)

A spreadsheet detailing the cost breakdown in your online application form, **clearly separating capital and revenue costs**. For partnerships, please separate out costs per partner.

Please ensure that your calculations provide a breakdown of costs relating to jobs, making clear how many jobs will be created/retained in total.

### 4. Project plan and risk register (mandatory for all applicants)

All applicants must submit a project plan and risk register using <u>our template</u>. Your project plan should set out activities that will clearly progress the land or feature towards the eventual outcome, indicating your target outputs during the funded period. Please use separate tabs for your capital works and engagement activities. Your capital works tab should also show which permits, licences and consents are needed to carry out the work, when they will be applied for and when they will need to be in place for capital works to start.

### 5. Map (mandatory for all applicants)

Please submit a map clearly outlining the area/s your project will work in.

Please also submit a mandatory ShapeFile, Tab File or KML showing your project site(s) as polygons.

### 6. Project management structure (mandatory for all applicants)

This should outline your project management structure so we know who will make decisions and how you will control change during the project.

### 7. Cash flow (mandatory for all applicants)

This should be detailed for the first year and an outline for the second year.

### 8. Job descriptions (if applicable)

If you plan to recruit a new member of staff to help deliver your project, including an apprentice, please submit a job description for that post.

### 9. Partnership agreements (if applicable)

You only need to provide a partnership agreement if your partner organisations will receive grant payments to deliver part of your project.

The agreement should outline all partners' roles and responsibilities, including financial arrangements. The agreement can be unsigned at point of application, but it will need to be signed by all parties before the project can start.

### 10. Calculation of full cost recovery (if applicable)

If you are including full cost recovery in your project budget, you must include a document that outlines how this calculation has been made.

Recognised guidance on calculating the full cost recovery amount that applies to your project is available from organisations such as <u>The National Lottery Community Fund</u>.

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# If your application is successful

If we award you a grant, we will send you a letter which includes the amount you have been awarded and outlines the conditions of the grant.

You will need to complete the legal process to confirm that you are accepting the grant and signing up to the terms in the letter.

We will pay quarterly in arrears, on submission of a progress report and payment request form including evidence of spend. The final 10% will be paid when you have finished your project and sent us a final

completion report and project evaluation, alongside evidence of the remaining grant spend.

### Acknowledging your grant

You must acknowledge your grant publicly. Download the logo and find out more about how to acknowledge your grant on the <u>Species Survival Fund acknowledgement page</u>.

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# Legal requirements

### **Property ownership**

For projects that include works on land, you must either own the freehold or have a lease that meets the following requirements:

- not-for-profit organisation and private owners: your lease must have 10 years left to run after the expected project completion date
- we do not accept leases with break clauses (these give one or more parties to the lease the right to end the lease in certain circumstances)
- we do not accept leases with forfeiture on insolvency clauses (these give the landlord the right to end the lease if the tenant becomes insolvent)
- you must be able to sell on, sublet and mortgage your lease but if we award you a grant, you must first have our permission to do any of these

If a third party owns the land (which may include a project partner) we will either require the owner to sign up to your grant contract directly with us, or require you to enter into a legally binding agreement with the owner.

### Third party ownership agreements

Where the land subject to grant funding is owned by a third party or multiple third parties (including private owners), legal agreements should be put in place between each land owner and the grantee. These agreements **must** be in place prior to any work starting on the land.

There is no prescribed form of agreement, but we have specific requirements which should be included in any third party land owner agreements.

At a minimum, the land owner agreements should include:

- details of the parties
- confirmation as to how the land is held (freehold or leasehold)
- a description of the property (including plans)
- covenants on the part of the land owner to maintain the land in accordance with the terms of the grant (as applicable) or to allow access for the grantee to undertake maintenance
- a provision that any onward disposal should be subject to the third party agreement
- A provision that the agreement will last from the start of the work on the third party land until 10 years following project completion. You will need to provide us with copies of the landowner agreements to ensure compliance with these requirements. The land owner agreements will need to be completed and in place before any grant funds are released for work on each plot of land owned by a third party.

### Working on private land

Many priority habitats and species occur on land that is owned by private individuals or for-profit organisations. Projects can deliver works or activities on private land so long as any public benefit clearly outweighs any potential private gain, and provided subsidy control rules are not breached.

For example, we could fund the restoration of hedgerows or the creation of farm ponds, provided that they do not add financial value to the land or convey any significant indirect financial benefit that could breach subsidy control rules.

When working on private land, we understand there may be limits to public access. We do however encourage public access whenever practical and also accept that physical access may not always be appropriate or desirable for habitat conservation reasons. If improved access is possible, you may also wish to apply for funding for new infrastructure, for example paths or hides, that can help to accommodate increased public access.

Works can take place on land owned by a government department or arm's length body provided they do not financially benefit from any investment. If an environmental charity or partnership were to undertake work on such land, then it can only be for works that would not be covered by any statutory responsibility. For example, a charity may create a new fish pass on Environment Agency (EA) land, provided responsibility for ongoing maintenance was transferred back to the EA and it is work that EA would not normally undertake as part of their statutory duties. Due consideration would also need to be made to ensure compliance with subsidy control rules.

### Subsidy control

Defra has assessed this grant scheme and deemed it to be a lawful subsidy scheme, compliant with the requirements of The Subsidy Control Act 2023. As such, Defra, as the Public Authority, will publish details of the scheme on the transparency database. All awards will have their applicant and grant details published on the publicly available Subsidy Database, managed by the Department for Business and Trade. You will be expected to co-operate with our subsidy control assessment process. We reserve the right to impose further requirements and additional conditions in relation to this matter.

### Citizen science, biological recording and data

Any habitat and species data collected through your project must comply with the standards for data quality and accessibility as set out by the National Biodiversity Network (NBN) on the <u>NBN Atlas</u>. These observations must be made available to the public on an open licence at capture resolution, subject to sensitive species restrictions.

There are several ways of achieving this. NBN Atlas Data Partners may prefer to supply datasets directly to the NBN Atlas. Alternative options include through the online recording tool iRecord or they can be shared with your local or regional environmental record centre for onward transmission to the NBN Atlas. If submission to the NBN Atlas is via a third party, please ensure they are aware of the requirements to submit this data at capture resolution on an open licence. If you are unsure how best to proceed, please contact the NBN directly to discuss the most appropriate data supply route.

### **Consideration of permissions or licenses**

Applicants should consider if their project requires any permissions, permits, consents or licenses for the project to be delivered. These could include (but are not limited to):

• planning permission from a local planning authority

### Natural England consents:

- Consent for a proposed operation or management change on land in a SSSI
- Assent: SSSI public body responsibilities
- Habitats Regulation Assessment
- Minor and temporary adjustment (MTA) form: Countryside Stewardship and Environmental Stewardship
- Wildlife licence when you might need to carry out work that affects wildlife and its habitat
- EIA (Agriculture) regulations
- Development proposals affecting AONBs

### **Environment Agency consents:**

- Water abstraction or impounding licence from the Environment Agency
- Fish pass approval
- Environmental permit for flood risk activities
- Environmental Permit to discharge liquid effluent or waste water to surface water or the ground
- Environmental permit for using, treating, storing and disposing of waste
- Permission to move live fish to or from a fishery
- Application to use herbicides in or near water

### **Forestry Commission consents:**

• <u>An Environmental Impact Assessment for woodland</u> – afforestation, deforestation, forest roads, forestry quarries

The cost of any permissions or licenses should be considered in the overall project costs. Turnaround time for obtaining permissions and licenses should be clearly indicated in your project plan to ensure the project is deliverable within the time available. Early engagement with licensing bodies is advised.

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# Other funds

As part of our value for money assessment, we will consider whether the Species Survival Fund is the most appropriate funding source for your project. Below is a list of other Defra Group funds that you could consider as alternative funding sources. This list is not exhaustive and applicants are advised to check the <u>Defra website</u> for other relevant funds.

- Agri-Environment Schemes including:
  - Sustainable Farming Incentive
  - Countryside Stewardship
  - Landscape Recovery
- Species Recovery Programme
- Farming in Protected Landscapes programme
- Nature for Climate Fund, including:
  - England Woodland Creation Offer
  - $\circ~$  Trees for Climate (Community Forests) regionally specific
  - Grow Back Greener (Woodland Trust) regionally specific

- Local Authority Treescapes Fund
- Urban Tree Challenge Fund
- Nature for Climate Peatland Grant Scheme
- Paludiculture Exploration Fund
- Big Nature Impact Fund

### **Nature for Climate Fund**

The Species Survival Fund will only consider applications for woodland restoration or peatland restoration if the activity is outside the criteria of the Nature for Climate Fund. Examples of the sorts of activities which the Species Survival Fund can support include:

- the creation/restoration of riparian buffers, for example, re-meandering of watercourses
- improvements to existing woodland
- complex woodland creation projects to create under-represented or especially biodiverse woodland types, such as wet woodland, temperate rainforest or woodland habitat mosaics
- woodland creation where open habitat restoration has led to woodland removal to avoid a netdeforestation outcome from projects

### **Species Survival Fund and Biodiversity Net Gain**

Habitat creation or restoration projects paid for in full by public funding are not eligible to be sold to developers for meeting mandatory Biodiversity Net Gain requirements or nutrient mitigation. Biodiversity Net Gain and/or nutrient mitigation credits may be sold where they arise from distinct or additional improvements over and above the new baseline habitat condition funded through a public grant. Explore further information on stacking net gain and nutrient mitigation credits with public grants.

### Guidance for the farming sector

There are several farming schemes and programmes that will fund actions for habitat restoration and creation and species abundance, for farmers and land managers to choose from. We encourage farmers and landowners to consider which grant scheme will be most suited to you and your specific circumstances. The Heritage Fund is unable to advise on other Defra funding programmes. Explore <u>further guidance on</u> <u>Environmental Land Management schemes</u>.

The Species Survival Fund is a short-term grant aimed at a variety of stakeholders, including farmers. The Environment Land Management (ELM) schemes will pay farmers and land managers to provide environmental goods and services, including improving species abundance, alongside food production:

- the Sustainable Farming Incentive (SFI) will pay farmers to adopt and maintain sustainable farming practices that can protect and enhance the natural environment alongside food production, and also support farm productivity (including by improving animal health and welfare, optimising the use of inputs and making better use of natural resources)
- Countryside Stewardship (CS) will pay for more targeted actions relating to specific locations, features and habitats. There will be an extra incentive through CS Plus for land managers to join up across local areas to deliver bigger and better results
- Landscape Recovery will pay for bespoke, longer-term, larger-scale projects to enhance the natural environment. Defra will open applications for further rounds of Landscape Recovery in spring 2023 and in 2024. Round two will focus on net zero, protected sites and habitat creation. In each round, Defra will award the highest-scoring projects with development funding. This will support more detailed planning as required over around a two-year period. At the end of this time, successful projects would proceed to implementation with agreed long-term (for example, 20 years plus) funding from

Defra and the private sector. Projects can apply for funding under both the Species Survival Fund and Landscape Recovery but cannot be paid twice for the same activity under both schemes.

The ELM schemes will be available beyond the end of the Species Survival Fund. By 2028, Defra aims to have at least 70,000 agreements in ELM schemes, covering 70% of farmed land and 70% of all farms, so that farmers and land managers can collectively deliver the government's ambitious targets for the environment and climate, alongside food production.

Support for farmers to improve protected landscapes (National Parks and AONBs) for nature and biodiversity is also available through the Farming in Protected Landscapes (FiPL) programme, which has been extended until March 2025.

Farmers who apply to the Species Survival Fund for a parcel of land, where that land parcel is in an existing Countryside Stewardship or Higher Level Stewardship agreement, will only be considered provided there is sufficient space in the parcel for all the options on both agreements, the same actions are not being funded twice, and the actions required in your existing agreement and the proposed new Species Survival Fund project are compatible.

Farmers and other land managers who are successful in receiving a grant from the Species Survival Fund will not be given automatic entry into any future agricultural scheme such as ELM and would need to apply to those scheme under their normal application criteria.

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# Making a complaint

We understand that you may be disappointed with a decision we make. There is no right to appeal or re-apply for the Species Survival Fund.

We can only review our decision if you can make a formal complaint about how we have dealt with your application. We have a two-stage complaint process for this fund. We will only be able to consider and investigate the complaint if you can demonstrate that:

- we did not follow the published procedures for assessing your application
- we have misunderstood a significant part of your application
- we did not take notice of relevant information

A formal complaint must be made in writing by emailing <u>enquire@heritagefund.org.uk</u> within 10 working days of receiving your application decision. We aim to acknowledge your complaint within three working days.

Your complaint will initially be reviewed by an area or nation director from the Heritage Fund, who is independent of recommendation and decision panels for this fund. We aim to communicate a decision within 15 working days from when you submitted your complaint.

For assistance, contact our Customer Services team on 020 7591 6044 or email enquire@heritagefund.org.uk

# Where does the funding come from?

We are delivering the Species Survival Fund on behalf of Defra. It is designed to make crucial early progress towards the statutory 2030 Species Abundance target.



### Changes to this guidance

We will periodically review this guidance and respond to user feedback. We reserve the right to make changes as required. We will communicate any changes as quickly as possible via this webpage.

### Page updates

**30 October 2023:** This programme was moved to closed programmes.

Tag Link Closed programmes

# **Expression of Interest help notes: Species Survival Fund**

30/06/2023 30/06/2023 See all updates These help potes

These help notes are for organisations and individuals submitting an Expression of Interest (EOI) for the Species Survival Fund, for grants between £250,000 up to £3million.

You must use this guide to assist you in completing the online EOI form for grants above £250,000. If you do not submit an EOI you will not be invited to submit a full application.

Eligible individuals and organisations can submit a maximum of one EOI as the lead applicant. You may be involved in additional projects as a partner.

### You must submit your EOI before 12noon 24 July 2023.

# Filling in this form

The Heritage Fund uses the same forms across a variety of programmes that we deliver. When completing your Expression of Interest form, you must follow the guidance below as some questions need to be answered differently for this programme. Do not use the help icons embedded in the online form as they do not relate to this funding.

If you decide to copy and paste text from a Word document directly into your EOI form, please review your form before submission and make changes where necessary to make sure you do not exceed the stated word count limits. You will be able to save this form as you work on it.

To help us identify that you would like to apply for the Species Survival Fund, **you must start all project titles with the prefix #Species**.

### **First steps**

If you are not already registered on our Get funding for a heritage project service, you will need to <u>create a</u> <u>new account</u> for yourself and the organisation you are applying for before submitting the form.

If you are unable to set up your account or have any technical difficulties, please contact <u>investment-service-</u> <u>support@heritagefund.org.uk</u>.

Once your account and organisation are set up, select 'Start an Expression of Interest' and complete a form for grants of £250,000 to £5million.

# Questions

### Have you spoken to anyone at the Heritage Fund about your idea?

If so, tell us their name.

If you have consulted with Natural England, the Environment Agency, Forestry Commission or Rural Payments Agency about your plans, please also give the name and position of the person you have spoken to.

### Describe what you will do during the project

Tell us who you will work with and where. Summarise what management actions and capital works you will undertake.

Include any plans for community and volunteer engagement and proposals for skills development.

Tell us how many jobs you think the project will support.

You have 200 words.

### Do you have a title for the project?

You must start all project titles with the prefix #Species. For example #Species Mayfly nature reserve improvements.

### What outcomes do you want to achieve?

Explain how your project will work towards the target to halt the decline in species abundance by 2030. Give estimates for the target outputs that you hope to achieve with the funding (for example, restoring 50ha of grassland, creating 10ha of grassland).

You have 200 words.

### Tell us about the heritage of the project

For this programme, heritage refers to the landscape you propose working on, and the species you aim to support. Tell us if you propose working on any protected sites, what the current condition of sites is (where known), how the project will create more joined-up space for nature on land, how this will benefit species abundance and if you have a monitoring baseline for any species.

You have 100 words.

### What is the need for this project?

What preparatory work have you done that shows the potential benefits of the project?

Tell us what you are doing to make sure the project links to local priorities for nature recovery.

You have 200 words.

### How long do you think the project will take?

Your project should begin after 1 March 2024. It must be complete by 28 February 2026, including all financial reporting and evaluation.

You have 50 words.

### How much is the project likely to cost?

If you know, give us a breakdown of the most important costs, split into capital and revenue. Tell us how much partnership funding you think you will be able to secure, indicating if any of this is from non-government sources.

These costs can be estimated.

You have 200 words.

### How much funding are you planning to apply for from us?

£[enter amount]

You must apply for a grant above £250,000 and up to £3m.

### When are you likely to submit a funding application, if asked to do so?

Please note that this fund is different to our standard grants, so we do not require separate development and delivery phase applications. If invited to apply, your full application must be submitted by 12noon 26 October 2023.

You have 50 words.

# Freedom of information and data protection

We are committed to being as open as possible. This includes being clear about how we assess and make decisions on our grants and how we will use your application form and other documents you give us. As a public organisation we have to follow all data protection laws and regulations, to include European Parliament directives and regulations that are applicable and in force from time to time (the 'Data Protection legislation'). As defined by the Data Protection legislation, the Trustees of the National Heritage Memorial Fund (who administer The National Lottery Heritage Fund) is a data controller.

As part of the application process we will collect your name and position at the organisation you represent. We may share this information with one of the consultants on our Register of Support Services if they are appointed to support you on your project. We do not transfer your data to any third parties based outside of the EU. Our <u>Privacy Policy</u> contains additional information including contact information for our Data Protection Officer.

When you complete the declaration at the end of the application form, you are confirming that you understand our legal responsibilities under Data Protection legislation and the Freedom of Information Act 2000 and have no objection to us releasing the About your project and Support for your project sections of the application form to anyone who asks to see them once your application has completed the assessment process. If there is any information in these sections of the form that you don't want made publicly available, please explain your reasons below.

We will take these into account when we respond to any request for access to those sections. We may also be asked to release other information that you provide to us. We will respond to these requests after taking account of your rights and expectations under Data Protection legislation. In those cases, we will always consult you first. We will not be responsible for any loss or damage you suffer as a result of our meeting these responsibilities.

When you complete the declaration you also agree that we will use this application form and the other information you give us, including any personal information covered by the Data Protection Act 1998, for the following purposes:

- to decide whether to give you a grant
- to provide copies to other individuals or organisations who are helping us to assess, monitor and evaluate grants
- to share information with organisations and individuals working with us with a legitimate interest in National Lottery applications and grants or specific funding programmes
- to hold in a database and use for statistical purposes

If we offer you a grant, we will publish information about you relating to the activity we have funded, including the amount of the grant and the activity it was for. This information may appear in our press releases, in our print and online publications, and in the publications or websites of relevant government departments and any partner organisations who have funded the activity with us.

If we offer you a grant, you will support our work to demonstrate the value of heritage by contributing (when asked) to publicity activities during the period we provide funding for and participating in activities to share learning, for which we may put other grantees in contact with you.

# **Application help notes: Species Survival Fund**

### 30/06/2023 30/06/2023 See all updates

This application guide is for organisations and individuals applying to the Species Survival Fund for grants between £250,000 and £3million.

### Page created: 30 June.

You must use this guide to assist you in completing an online application form for a delivery grant above £250,000.

**Important:** we use the same forms across a variety of funding programmes. When completing your application form, you must follow the guidance below as some questions need to be answered differently for this programme. You **should not** use the help icons embedded in the online form as they do not relate to this funding.

For Species Survival Fund projects you can ignore any mention of Development stages as you will be proceeding straight to Delivery.

### **First steps**

- Log in to your account on the application portal. We have released a Delivery round application form for you to complete.
- If you are unable to sign into your account or have any technical difficulties, please contact us via email at investment-service-support@heritagefund.org.uk.
- If you decide to copy and paste text from a Word document directly into your application form, please review your application before submission and make changes where necessary to make sure you do not exceed the stated character count limits. You will be able to save your application form as you work on it.

# Questions

### **About your Project**

### **Project Title**

Please include the prefix #Species in your project title. For example #Species Dragonfly nature reserve improvements.

Is this your organisation's first application to the Fund?

[Select 'yes' or 'no']

### Tell us your idea

[Text field – 5,000 characters]

Briefly explain what your project aims to do and what you will spend the money on. Tell us:

- Which site(s) or areas will you be working on? Tell us if any of these sites are protected areas or wildlife-rich habitats (as defined by the Environmental Targets Regulations 2022).
- What management actions and capital works will you undertake for habitat creation and restoration?

- How will the project contribute towards halting the decline in species abundance?
- Who will be involved and how, such as staff, volunteers, trainees and target audiences for engagement?
- Any plans for community and volunteer engagement, and proposals for new jobs or skills development.

### Where will your project take place?

Please include details of your project's address.

For site or landscape-based projects, please provide a six-digit Ordnance Survey grid reference number for the mid-point of your project area (for example: SK510072).

If you are working on multiple sites, separate each grid reference with a semicolon (for example: SK510072; SX163777; TQ317842). Do not include any additional text with your grid references.

### Explain what need and opportunity your project will address.

[Text field – 5,000 characters]

Tell us:

- about the need for your project in relation to the objectives of the Species Survival Fund, and summarise any evidence you have to support this
- how you have considered local priorities for nature recovery, for example, those emerging through the Local Nature Recovery Strategy process, or Local Nature Partnerships
- how your project links with relevant site management plan(s) where they exist

### Why does your project need to happen now?

[Text field – 5,000 characters]

### Tell us what advice you have received in planning your project and from whom.

[Text field – 5,000 characters]

If you have consulted with The National Lottery Heritage Fund/ Natural England/ Environment Agency/ Forestry Commission/ Rural Payments Agency about your plans, please give the name and position of the person or people you have spoken to.

### Tell us about the people who will benefit from your project.

[Text field – 5,000 characters]

- Include details of audiences for volunteering, community engagement and activity here, including target numbers and demographics of the people who will benefit. Tell us if these are new or existing audiences, and describe how your project has been designed to support engagement of these groups. Where necessary, refer us to your Project Plan.
- Do not use this section to describe your proposals for new jobs or apprenticeships use section 3 for this.

### Does your project involve heritage that attracts visitors?

[Select 'yes' or 'no']

### Will your project be delivered by a partnership?

[Select 'yes' or 'no']

If yes,

• You must attach your partnership agreement, and please note that formal partners may be asked to sign up to our terms of grant.

# What measures will you take to increase positive environmental impacts and reduce negative environmental impacts?

[Text field – 5,000 characters]

Consider here how a changing climate may affect the ecological outcomes you are aiming for, and where appropriate what actions you will take to mitigate this.

### How do you plan to acknowledge your grant?

Answer N/A.

As part of your Species Survival Fund project, you must acknowledge your funding on social media, through press releases, and by displaying the Species Survival Fund logo block. You will be provided with further guidance if you receive a grant award.

### About the Heritage

### Tell us about the heritage in your project and why it is important to your organisation and community.

[Text field – 5,000 characters]

For this programme, heritage refers to the landscape/ habitats you propose working on, and the species you aim to support.

Tell us:

- What habitats you will work on (using UK Habitat Classification where possible) and the range of species your proposed works will benefit.
- If any of these sites are protected areas or wildlife-rich habitats (as defined by the Environmental Targets Regulations 2022). You can check if a site is protected on the Government website.
- If you will create more joined up space for nature on land, including along rivers and streams.
- What is important/significant about the natural environment your project is focused on, for example its value to local people.
- What the current condition of sites is (where known).
- If you have a monitoring baseline for any species, or if you will need to establish these as part of your project.

### Select the type of heritage that best describes your project.

Answer as appropriate. We expect Species Survival Fund projects to focus on Landscapes and Nature.

### Select the sub-type of heritage that best describes your project.

Answer as appropriate.

### Is the heritage considered to be at risk?

[Select 'yes' or 'no']

If yes, you have 5,000 characters to:

• explain how the heritage is at risk. This may mean that the habitats or species your project will focus on are in poor condition or at risk of loss, decline, damage, neglect or of being forgotten.

### Does the heritage have any formal designation?

Please select any options that apply to your project sites from the list. You can <u>check if a site is protected on</u> the Government website.

### Will you be undertaking any capital work as part of your project?

[Select 'yes' or 'no']. If yes, you have 5,000 characters to describe your capital works.

# Are there are legal conditions, restrictions or covenants associated with the heritage asset which may affect your project?

If yes, please provide details.

### Does your project involve the acquisition of a building, land or heritage items?

Answer 'no'. Land acquisition is not an eligible cost under the Species Survival Fund.

### **Managing Your Project**

### Has your organisation taken on a project of this scale in the last five years?

Answer as normal. If yes, please provide brief details of comparable projects. You have 5,000 characters.

### Tell us why this is the most appropriate project for your organisation to take on at this time.

[Text field – 5,000 characters]

- Tell us why specifically your organisation should run this project. Demonstrate that you have made contact with relevant projects and organisations in your area.
- If you are involved in more than one application to the Species Survival Fund either as a lead applicant or as a partner, please supply the reference numbers of the other applications and tell us which project is most critical at this time, and why. How would you deliver more than one project if successful?

### Does your organisation need to undertake any capacity building activity to better deliver your project?

### Tell us about any jobs or apprenticeships that you will create to deliver your project.

[Text field – 5,000 characters]

Tell us both the number of job roles you are creating, and the total FTE of all jobs. Note that if you or your partners are creating jobs or apprenticeships, you must attach the relevant job descriptions.

### Who are the main people responsible for the work during the delivery phase of your project?

[Text field – 5,000 characters]

- Provide brief information about the team that will work on your project, including the person who will take overall responsibility.
- Explain who is responsible for making decisions and approving changes to your project. Describe the reporting structure.

### What work will you do during the delivery phase of your project?

[Text field – 5,000 characters]

Provide a brief, high-level outline of works to be carried out in each year of project delivery. This should be supported by further detail in the Project Plan.

### How do you plan to cash flow the delivery phase of your project?

[Text field – 5,000 characters]

- Grants of this level will be paid in arrears on receipt of your evidence of expenditure.
- You should submit a detailed cash flow as one of your Supporting Documents.

### Delivery start date and end date.

Enter the date you expect to start your project. This should be after 1 March 2024. Note that Permission to Start is not granted until you can evidence land ownership and that you have signed partnership agreements in place.

You will also need to supply a schedule demonstrating when you expect to secure landowner agreements, statutory permissions and consents for each site you are working on.

Your project must end by 28 February 2026, including all evaluation and financial reporting.

### Are there any fixed deadlines or key milestones that will restrict your project's timetable?

[Text field – 5,000 characters]

Include details of any statutory permissions or consents required to undertake your project and when you anticipate receiving these. This should be supported by further detail in the Project Plan.

If you have any questions, please <u>contact us</u>.

### **Project outcomes**

We describe the difference we want to make with our funding through a set of nine outcomes, which are listed in the application form. Outcomes are changes, impacts or benefits that happen as a direct result of this funding.

Three of our outcomes relate to the Species Survival Fund, and we have explained these below. One is mandatory, and two are optional. The other six outcomes in the application form should be ignored as they do not relate to the Species Survival Fund.

### The mandatory outcome for the Species Survival Fund is:

• heritage will be in better condition

If relevant, you **may** also respond to the following outcome:

- wider range of people
- the local economy will be boosted

We expect responses to be proportionate to the amount of grant being requested.

### How will your project improve the condition of heritage? (mandatory)

- Explain how your project will restore or create habitats, giving target outputs in hectares/kilometres.
- Describe what specific actions you will undertake to improve the management of habitats and species.
- Explain what progress towards halting the decline in species abundance you would expect to see after the project has ended (in the next three to five years).

### How will your project involve a wider range of people? (optional)

Please note: our application form will not allow you to proceed until you have answered this question. As this outcome is optional for the Species Survival Fund, you may simply enter 'N/A' to proceed to the other outcomes.

If you are addressing this outcome, your answer should explain how your audience or volunteer profile will have changed between the start and end of the project. This may include:

- improvements to the accessibility of a site
- working with other organisations to reach under-served audiences
- supporting new individuals into the sector through jobs, training and/or apprenticeships

Be as specific as you can on what outputs your project will deliver, including target numbers of people to be involved.

### How will the local economy be boosted? (optional)

- Tell us how many new jobs and apprenticeships the project will create directly (both as a number of jobs and FTE).
- Tell us the total amount of project costs allocated to contractors and freelancers.
- Be as specific as you can on what outputs your project will deliver economically.

### Will your project achieve any of our other outcomes?

Leave the other six outcomes blank, we will not be assessing any other outcomes for the Species Survival Fund.

### After the project ends

# How will you maintain the outcomes of your project after the grant ends and meet any additional running costs?

[Text field – 5,000 characters]

Tell us who will be responsible for management and maintenance of the outputs after the project ends. For capital works, this should be linked to a management and maintenance plan, which includes onwards species monitoring. If you don't have a management plan at the moment, the production of this should be included in your project activity.

# How will you ensure that the skills and knowledge developed whilst delivering your project are embedded within your organisation once it has ended?

[Text field – 5,000 characters]

### How will you evaluate the success of your project and share the learning?

[Text field – 5,000 characters]

You must build in evaluation from the beginning of your project. At the end of your project we will require delivery of an evaluation report, before we pay the last 10% of your grant. See our <u>Evaluation guidance</u>.

Tell us:

- what your evaluation budget will go towards and how you have calculated these costs
- the qualitative and quantitative information you will use to evidence your project outputs

We will also expect you to participate in a wider evaluation of the fund to be managed by the Heritage Fund. This will require you to submit data about the actions you have taken to restore or create wildlife-rich habitats, mapped against GIS data or spatially defined areas of land. Further details and guidance on this will be supplied if you are successful in receiving a grant. We recommend you include costs in your application for the collection and administration of output data.

### **Project costs**

Please refer to the Preparing your application section in the application guidance to ensure that your project costs are eligible and for examples of capital and revenue costs. For monitoring purposes, it is important that you distinguish between capital and revenue costs in your cost table.

### Summary of project costs

It is important that you distinguish between capital and revenue costs in your application.

Our standard application forms ask you to present costs in three tables: Capital, Activity, and Other. These headings do not reflect the information we need for Species Survival Fund.

To make it clear which of your costs are Capital and which are Revenue, please put them on separate lines and add 'CAP' or 'REV' to the start of each cost description. For example, if you are applying for £10,000 of professional fees for capital work, and £5,000 of professional fees for engagement activities, your table should have two Professional Fees lines, one labelled 'CAP' and the other labelled 'REV'.

### Help with cost types

### Purchase price of heritage items

• Leave the 'Purchase price of heritage items' line blank in the application form. This is not an eligible cost under the Species Survival Fund.

### **Preliminary works**

- For example scaffolding, preliminaries, archaeological surveys to inform planting designs.
- This should be listed as CAPITAL.

### Repair and conservation work

- This includes costs of work to create or restore habitats.
- This should be listed as CAPITAL.

### New building work

- For example, purchase, design and installation of interpretation panels
- This should be listed as CAPITAL.

### **Digital outputs**

- Digital outputs are things you create in a digital format which are designed to give access to heritage. They could also help people engage with and learn about heritage. For example, a database for citizen science data, or guidance on species identification.
- Purchase or development of computer software essential for delivery of capital works should be listed as CAPITAL.

### Equipment and materials, including learning materials

- For example, materials associated with land management and species recovery activities, such as fencing, plants and trees. This may also include equipment purchase or hire where essential to the project delivery.
- This should be listed as CAPITAL.

### Other

- Please use for any costs that do not fit with any of the other cost headings. Give a clear description of these costs. Mark them as CAPITAL or REVENUE.
- LEGACY PLANNING ACTIVITY: You may choose to take part in legacy planning activities as part of your project. This should be listed as REVENUE.

### **Professional fees**

- Fees for professional services should be in line with professional guidelines. For example, those of Chartered Institute of Water and Environmental Management, and should be based on a clear written specification.
- Contractor costs for capital works, and consultant fees of ecologists, site surveys and technical designs, should be listed as CAPITAL.
- Fees incurred for statutory permissions, licences and consents where essential for the delivery of the project, should be listed as CAPITAL.

### New staff costs

- Include costs of new fixed-term contracts, secondments who are people temporarily transferred to your organisation and the costs of freelance staff to help develop your project. Do not include the costs of paying trainees here.
- You must also openly advertise all project staff posts, unless you have a suitably qualified member of staff on your payroll that you are moving into a project post. You need to provide a job description for this post.
- If you are extending the hours of a suitably qualified member of staff on your payroll, so that they can work on the project, we will fund the cost of the additional hours spent on the project and you will need to tell us about their role.
- If you are moving an existing member of staff into a post created by the project, then your grant can either pay for the cost of this member of staff, or for the cost of backfilling their position.
- All salaries should be based on sector guidelines or similar posts elsewhere.
- In your separate Detailed Cost Breakdown spreadsheet, you must use a separate line for each new member of staff.
- Salaries and on costs for staff directly delivering land management and species recovery activities should be listed as CAPITAL.
- Salaries and on costs of staff working on project administration and community engagement should be listed as REVENUE.

### Training for staff and training for volunteers

- This includes the cost of all trainers and resources needed to deliver activities to help staff and volunteers gain new or increased skills.
- This should be listed as REVENUE.

### Paid training placements

- This includes bursaries or payments to trainees, as well as all resources needed to deliver activities to help trainees gain new or increased skills. Examples include accreditation costs, trainers' fees, equipment and any specialist clothing.
- Salaries and on costs for apprentices or job placements (only where these cannot be funded through other sources) should be listed as REVENUE.

### Travel for staff

- This may include the cost of travelling to a site or venue. Travel costs by car should be based on 45p a mile.
- This should be listed as REVENUE.

### Travel and expenses for volunteers

- This may include food, travel and any other expenses to ensure volunteers are not out of pocket. Travel costs by car should be based on 45p a mile.
- This also includes the purchase and hire of vehicles, equipment and materials relating to the activities that your volunteers deliver during your project.
- This should be listed as REVENUE.

### Event costs

- For example, refreshments or room hire.
- This should be listed as REVENUE.

### Recruitment

- This can include advertising and travel expenses. We expect your organisation to keep to good human-resource practice and follow all relevant laws.
- This should be listed as REVENUE.

### Publicity and promotion

- You can include the costs of promotional materials that relate directly to your project. For example to engage wider audiences in the project, recruit volunteers or attract additional investment.
- This should be listed as REVENUE.

### Evaluation

- This cost heading is mandatory. Depending on the scale of the project and how complicated it is, you may want to employ somebody to help evaluate your project and assess whether you are successfully achieving the outcomes you set out in your application.
- We recommend budgeting for evaluation in the following ways as a minimum:
  - Projects between £250,000 and £1m should allow a budget of between 2% and 7% of their total projects costs and consider using independent external evaluators.
  - Projects over £1m should allow a budget of up to 7% of the total project costs and always consider using independent external evaluators. Evaluation budgets for projects over £1m should not be less than £20,000. If evaluation costs at this level are not appropriate for your project, please explain why in the cost heading description.
- This should be listed as REVENUE.

### Full Cost Recovery

- Charities may request a proportion of their operating costs, known as Full Cost Recovery, towards their project.
- This should be listed as REVENUE.
- Recognised guidance on calculating the full cost recovery amount that applies to your project is available from organisations such as <u>The National Lottery Community Fund</u>.

### **Community Grants**

- Include your budget for Community grants for capital works, if applicable to your project. See our <u>Community Grants good practice guidance</u>.
- This should be listed as CAPITAL.

### Contingency

- This cost heading is mandatory. A contingency is only used to pay for unexpected costs required to deliver your project. We recommend this be approximately 10% of your capital costs, unless you have a particularly complex capital project where a higher level may be required. Make sure that you only include your required contingency here and not within the other cost headings in the application.
- This should be included as CAPITAL. You may also choose to include REVENUE contingency as a separate line.

### Inflation

- Funding applications should include appropriate costs which will adequately cover predicted capital works inflation.
- Inflation for construction projects is likely to remain high for the foreseeable future. Each project should make appropriate provision for inflation based on the project timescale, plus other factors such materials used, labour demands and location.
- Applicants can access analysis and projections for inflation costs from sources such as <u>bcis</u> and consultancies, including <u>Gardiner & Theobold Market Intelligence</u>, <u>Turner & Townsend</u> and <u>Rider</u> Levett Bucknall.
- If in doubt please seek guidance from a Quantity Surveyor.
- This should be listed as CAPITAL.

### Increased management and maintenance costs (maximum five years)

- Increased management and maintenance costs begin when the capital works are complete.
- This should be listed as CAPITAL.

### Non-cash contributions

- This is anything you need for your project that you do not have to pay for (for example, room hire or equipment). We can only accept non-cash contributions if they are direct project costs that could have been part of your project budget.
- Non-cash contributions must be balanced in both the cost and income section of your application form.
- Non-cash contributions will not form part of our value for money assessment.

### Volunteer time

- This is the time that volunteers give to support the delivery of your project. This could include administrative work, clearing a site or working as a steward at an event.
- You should not include costs for the time of people who will take part in your activities (for example, people who attend a workshop or go on a guided tour).
- We use a standard rate to calculate the value of your volunteer time:
  - $\circ$  professional volunteer (for example, accountancy or teaching) £50 per hour
  - $\circ$  skilled volunteer (for example, leading a guided walk) £20 per hour
  - $\circ$  volunteer (for example, clearing a site or acting as a steward at an event) £10 per hour
- Volunteer time must be included in both the cost and income section of your application form.
- There is no mandatory requirement for volunteer contributions to the Species Survival Fund. However, for monitoring purposes please include any volunteer time you expect to contribute to your project.

It is important that the costs you ask us to cover do not constitute unlawful subsidy to you. Please check the Legal Requirements section of the <u>application guidance</u> for further details.

### **Delivery phase income**

Are you getting any cash contributions to your project?

[Select 'yes' or 'no']

Please note: you are encouraged to contribute at least 5% of your project costs in cash contributions (partnership funding). Priority will be given to projects that can provide partnership funding from non-government sources such as from private investment. Any cash contributions you provide can add to the impact and value for money of your project, which will be considered in assessment.

### Add a non-cash contribution

There is no mandatory requirement for non-cash contributions to Species Survival Fund projects. Non-cash contributions will not form part of our value for money assessment.

### Volunteers

There is no mandatory requirement for volunteer contributions to Species Survival Fund projects. However, for monitoring purposes please include any volunteer time you expect to contribute to your project.

### **About Your Organisation**

Tell us how you review the Governance and Senior management arrangements in place for your heritage.

Answer N/A

Are you planning to undertake a governance review to ensure you have the right expertise to deliver and then sustain your project beyond the period of your grant funding?

Answer N/A

# **Supporting documents**

The following supporting documents must be uploaded at the end of your application form. File sizes should be smaller than 20MB. Please note that some of the supporting documents required for this programme are different to those stated in the online application form.

For the Species Survival Fund, the following documents are mandatory:

### 1. Governing document or Land Registry/Title

For example, a constitution. If you are applying as an individual or private landowner then please provide proof of ownership of the site(s) you will be working on, for example Land Registry title register in the same name as your application or conveyance for unregistered land.

### 2. Audited or verified accounts or most recent three months of bank statements

If you are an individual, a newly-formed organisation, or do not have accounts less than 12 months old, please upload bank statements in the same name as your application for the last three full months.

### 3. Detailed cost breakdown

A spreadsheet detailing the cost breakdown in your online application form, clearly separating capital and revenue costs. For partnerships, please separate out costs per partner.

Please ensure that your calculations provide a breakdown of costs relating to jobs, making clear how many jobs will be created/retained in total.

### 4. Completed Project Plan and Risk Register template

All applicants must submit a Project Plan and risk register using <u>our template</u>. Your project plan should set out activities that will clearly progress the land or feature towards the eventual outcome, indicating your target outputs during the funded period.

Please use separate tabs for your capital works and engagement activities. Your capital works tab should also show which permits, licences and consents are needed to carry out the work, when they will be applied for and when they will need to be in place for capital works to start.

### 5. Map of the area(s) your project will work on

Please submit a map clearly outlining the area(s) your project will work in.

You must also submit mandatory spatial data that represents the distribution of all project sites in a single layer, including where relevant the extent of land benefitting from your project's activities at each site. This data should be as polygons for any sites that cover an area of land, with an O/S reference for the central point in the site also provided under the question, 'Where will your project take place?'.

- Shapefiles (for example from ESRI ArcGIS)
  - $\circ\,$  attach as .zip file with all component files (i.e  $\,$  .sho, .shx, .dbf and .prj) in the single .zip file
  - compression formats other than a .zip archive are not supported
  - ensure the shapefile contains valid geometries (running a check geometries feature)
- TAB file (for example from MapInfo and QGIS)
  - as above, attach all component files (i.e. .tab, .dat, .map, and .id) and compress in a .zip file
- KML (for example from Google Earth)
  - single KML files are accepted (as exported from Google Maps/Earth)
  - zipped KMZ are also accepted

### 6. Project management structure

This should outline your project management structure so we know who will make decisions and how you will control change during the project.

### 7. Cash flow

This should be detailed for the first year and an outline for the second year.

The following documents are **mandatory** if they apply to your project:

### 8. Job descriptions

If you plan to recruit a new member of staff to help deliver your project, including an apprentice.

### 9. Partnership agreement

If your partner organisation(s) will receive grant payments to deliver part of your project.

The agreement should outline all partners' roles and responsibilities, including financial arrangements. The agreement can be unsigned at point of application, but it will need to be signed by all parties before the project can start.

### **10. Calculation of Full Cost Recovery**

If you are including Full Cost Recovery in your project budget.

### Declaration

### a) Terms of Grant

Our application portal will direct you to the standard terms of grant on our website for lottery projects. Please note, these **do not** apply for Species Survival Fund projects. Instead, you should read the Species Survival Fund Terms of Grant.

By completing this Declaration, you are confirming that your organisation accepts the Species Survival Fund terms. For partnership projects, all partners must confirm that they accept the Species Survival Fund Terms of Grant by adding a contact at the end of the declaration. You are responsible for ensuring all partners receive the correct terms of grant.

### b) Freedom of Information and Data Protection

We are committed to being as open as possible. This includes being clear about how we assess and make decisions on our grants and how we will use your application form and other documents you give us.

As a public organisation we have to follow all data protection laws and regulations, to include European Parliament directives and regulations that are applicable and in force from time to time (the 'Data Protection legislation'). As defined by the Data Protection legislation the Trustees of the National Heritage Memorial Fund (who administer The National Lottery Heritage Fund) is a data controller.

As part of the application process we will collect your name and position at the organisation you represent. We may share this information with one of the consultants on our Register of Support Services if they are appointed to support you on your project. We do not transfer your data to any third parties based outside of the EU. Our Privacy Policy contains additional information including contact information for our Data Protection Officer. It can be found on the Heritage Fund website.

When you complete the Declaration at the end of the application form, you are confirming that you understand our legal responsibilities under data protection legislation and the Freedom of Information Act 2000 and have no objection to us releasing the About your project and Support for your project sections of the application form to anyone who asks to see them once your application has completed the assessment process. If there is any information in these sections of the form that you don't want made publicly available,

please explain your reasons below.

We will take these into account when we respond to any request for access to those sections. We may also be asked to release other information that you provide to us. We will respond to these requests after taking account of your rights and expectations under Data Protection legislation. In those cases, we will always consult you first. We will not be responsible for any loss or damage you suffer as a result of our meeting these responsibilities.

When you complete the Declaration you also agree that we will use this application form and the other information you give us, including any personal information covered by the Data Protection Act 1998, for the following purposes:

- to decide whether to give you a grant
- to provide copies to other individuals or organisations who are helping us to assess, monitor and evaluate grants
- to share information with organisations and individuals working with us with a legitimate interest in National Lottery applications and grants or specific funding programmes
- to hold in a database and use for statistical purposes

If we offer you a grant, we will publish information about you relating to the activity we have funded, including the amount of the grant and the activity it was for. This information may appear in our press releases, in our print and online publications, and in the publications or websites of relevant Government departments and any partner organisations who have funded the activity with us.

If we offer you a grant, you will support our work to demonstrate the value of heritage by contributing (when asked) to publicity activities during the period we provide funding for and participating in activities to share learning, for which we may put other grantees in contact with you.

We may contact you from time to time to keep you informed about the work of the Heritage Fund.

- I confirm that the organisation named on this application has given me the authority to complete this application on its behalf.
- I confirm that the activity in the application falls within the purposes and legal powers of the organisation.
- I confirm that the organisation has the power to accept and pay back the grant.
- I confirm that if the organisation receives a grant, we will keep to the standard terms of grant, and any further terms or conditions as set out in the grant notification letter, or in any contract prepared specifically for the project.
- I confirm that, as far as I know, the information in this application is true and correct.

Tick box if you agree to the declaration.

Tick box if you wish to be involved in research.

Tick box if you wish to be kept informed of our work.

# **Project Plan template: Species Survival Fund**

### See all updates

Your project plan should set out activities that will clearly progress the land or feature towards the eventual outcome, indicating your target outputs during the funded period.

Please use separate tabs for your capital works and engagement activities.

Your capital works tab should also show which permits, licences and consents are needed to carry out the work, when they will be applied for and when they will need to be in place for capital works to start.

# **Receiving a grant guidance: Species Survival Fund**

30/06/2023 30/06/2023 <u>See all updates</u> This guidance sets out how you will receive your grant of £250,000 to £3million.

It also explains what we expect of you before, during and after receiving it.

Page last updated: 30 June 2023. See all updates.

### Introduction

Congratulations on being awarded a Species Survival Fund Grant, we look forward to helping you deliver a successful Project. The Species Survival Fund is delivered by the National Heritage Memorial Fund, operating as the Heritage Fund, on behalf of Defra.

The funding you will receive is public money, and we have a duty to ensure that it is managed in an accountable way. This means that there are a number of processes that you need to follow throughout the life of your Project. We try to make these proportionate to the level of Grant you are receiving.

We appreciate that this may be the first time you have received funding from us and you may be unsure how to request your Grant and keep us informed about your progress. This document will explain what to do and will answer any queries you may have.

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

We will be in touch soon to arrange a start up meeting and we may arrange regular meetings with you, including site visits, throughout the duration of your Project. We ask that you invite us to key Project events and openings and we will aim to send a representative where possible.

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

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

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

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

### Top tips

- don't start your Project before we give you permission
- plan the evaluation of your Project from the beginning
- acknowledge your government funding and promote the Species Survival Fund
- keep track of your Project spend
- keep track of your Project timetable
- keep all invoices and receipts organised
- know your Approved Purposes
- review and learn from what you are doing
- remember to claim your Grant
- make sure you speak to us about any issues
- keep Project evidence, for example from launches, workshops and promotion
- read and make sure you are keeping to the <u>Code of Conduct for Recipients of Government General</u> <u>Grants</u>

### **Project timeline**

- 1. Grant awarded
- 2. submit Permission to Start
- 3. deliver your project activity
- 4. submit Completion Report including final payment request and evaluation report by the Grant Expiry Date
- 5. duration of terms of contract: 10 years

# How we will work with you

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

### **Important documents**

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

- Grant Contract
- application guidance
- acknowledgement section of our website for the Species Survival Fund
- evaluation guidance
- good practice guidance
- Code of Conduct for Recipients of Government General Grants

All guidance is available in the Funding and Good practice guidance sections of the website.

We recommend that everyone involved in the delivery of your Project is familiar with the Application you submitted to us, in particular, the Outcomes and the Approved Purposes you committed to deliver.

### **Grant Expiry Date**

Your Grant Expiry Date is given in your Grant Notification Letter. It is based on the timescale set by Defra for the delivery of the Species Survival Fund.

You must complete your Project and submit your Completion Report, Final Payment Request and Project Evaluation by the Grant Expiry Date.

Extensions to the Grant Expiry Date are not possible with this fund so it is important to keep us informed if your project is experiencing delays.

### **Promotion of your Species Survival Fund Grant**

Promoting and acknowledging the Species Survival Fund is a condition of the Grant Contract.

You must acknowledge your Grant publicly as soon as your Project starts by including the Species Survival Fund logo on any information you produce about your Project, for example, on public consultation or fundraising information or interpretation materials. You must also include the logo on all designs or plans you produce, on all specialist reports or surveys, and on all tender documents or job adverts that are funded by your Grant.

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

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

The <u>Species Survival Fund acknowledgement page</u> contains a link to download the acknowledgement logo block.

### **Grant publicity**

It is important to publicise your Grant award to local media but we ask that you keep your Grant confidential until we have discussed and agreed your publicity plans. We will publish the fact that you have been awarded a Grant on our website once all awards from the Species Survival Fund have been made.

We can assist you with queries about publicity and the media. We will supply you with a template press release which you can use to publicise your Grant award. The template includes the correct wording, so you will just need to insert your Project information where required.

Once your project is up and running, remember to continue to promote your government funding on social media, in press releases and at any events you may hold.

### **Project Support Consultants (known as RoSS consultants)**

We will carry out a risk assessment to determine the needs of your Project. In certain circumstances we may commission a Project consultant from our Register of Support Services (RoSS) to help support you to deliver your Project. This support may relate to general Project management, or to specific areas such as natural environment, public engagement and digital. In addition to specialist expertise, our consultants are skilled in providing mentoring as well as in monitoring Projects. The consultant is appointed and paid for by us. They work on behalf of the Heritage Fund and will report to us.

We will draw up a brief for the consultant, decide the length of the commission and formally commission the consultant. The consultant may attend or call progress meetings with you and your Project team, make site visits and review Project documentation as directed by us.

If you have any questions regarding the role of your consultant, speak to us.

In addition to providing you with advice and guidance, the consultant will also report back to us on your progress against your Approved Purposes or part thereof. Please note that only we can agree changes to your Approved Purposes.

## Start up meeting

Once we have notified you that your Grant application has been successful we will contact you to arrange a start up meeting. Depending on the level of your Grant award, this may be an online meeting with other grantees to go through the requirements of the fund.

The purpose of a start up meeting is to:

- clarify the work to be undertaken
- agree Project management and programme
- set out procurement and recruitment requirements
- set out the reporting, monitoring and Grant claiming requirements
- discuss any legal points concerning ownership
- ensure partnership funding is in place
- discuss your Project evaluation plans and the evaluation requirements
- discuss Species Survival Fund acknowledgment
- if applicable, we may introduce you to a RoSS consultant

During the start up meeting we will agree the lines of communication.

We will also agree a reporting structure of when you should submit Project Updates and Payment Requests.

# **Delivering your Project**

#### Procurement: consultants, contractors and suppliers

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

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

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

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

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

## Under £10,000

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

#### Between £10,000 and £50,000

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

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

#### Above £50,000

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

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

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

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

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

- diverse supply chains
- improved employability and skills
- inclusion, mental health and wellbeing
- environmental sustainability

• safe supply chains

You should make sure that any contractor/supplier/consultant or partner who may contribute to the creation of digital outputs is aware of we require projects to share these under a Creative Commons Attribution 4.0 International licence or equivalent. You need to make sure you have agreement for the works to be shared in this way. Where this is not possible, you must seek written agreement to make alternative arrangements with us, for example to use an alternative Open Licence, prior to issuing any contract of work.

#### **Subsidy control**

This funding must be compliant under the Subsidy Control Act 2022. Defra have assessed this funding, deemed it to be a lawful subsidy and have published it as a scheme. As such grantees will have their applicant and grant details published on the publicly available Subsidy Database, managed by the Department for Business and Trade. You will be expected to co-operate with our subsidy control assessment process.

You will be expected to comply with the principles of the subsidy control regime and to satisfy any future requirements. Agreements that have been entered into will be reviewed accordingly.?We?reserve the right to impose further requirements and additional conditions in relation to this matter.

## **Recruitment of staff**

All staff posts must be advertised with the following exceptions:

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

We may ask to see evidence of the recruitment procedure you followed.

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

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

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

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

Grant recipients should be aware that they are required to have Disclosure and Barring Service checks carried out on those who have direct contact with vulnerable groups, including new staff. Additional guidance on safeguarding can be found in the Code of Conduct for Recipients of Government General Grants.

## Biosecurity

For projects that involve planting, it is important that the planting stock you use is free from harmful pests and diseases. Where possible, get your plants from nurseries with clear plant health management standards in place including, for example, nurseries with Plant Healthy certification or similar.

## VAT

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

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

#### **Photographic record**

We expect you to capture photographs throughout your Project showing your progress which you should submit with your Project Updates. You will need to provide at least five high-resolution photos showing different aspects of your Project within your Completion Report and Final Payment Request.

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

We may make use of your images in publicity material. You give us the right to use images you provide us with at any time, including altering them. You must get all the permissions required for you and us to use the images before you use them or send them to us. These images, along with other digital outputs from your Project, should also be shared with an Open Licence (Creative Commons Attribution 4.0 International). If you are not the rights holder, you must make sure you have agreement to share these images under this specified Open Licence.

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

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

#### **Community Grants Scheme**

As part of your Project, you may have asked us to contribute towards a ring-fenced pot of money that you can use to fund other groups or organisations. We call these Community Grantees who deliver small discrete Projects (Community Grants). These Community Grants will contribute to the overall aims of your Project. Any Grants like this must demonstrate good value for money and public benefit should outweigh any private gain. You will manage the funding pot, develop an application process with a decision panel and monitor progress. The Community Grant Scheme must also be publicised by you, so it is widely known and open to all.

These grants may include activities on, and/or capital works to, land in third party ownership.

If you require further guidance on this, please speak to us.

You may wish to make Community Grants payments to third party owners (including private owners) for activities and capital works that contribute to achieving Project Outcomes. If you are the lead applicant, you are responsible for making sure that the specific Project Outcomes are delivered by third party landowners

(the Community Grantees). You are also responsible for making sure that the Grant Contract is complied with, including repayment of the Grant if necessary.

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

# **Starting your Project**

Once we have told you that you have been awarded a Grant and you have received a Grant Notification Letter, you will receive an email asking you to sign into your online account and complete your Permission to Start.

We normally expect you to complete these steps within **three** months of the date of your Grant Notification Letter. If there are substantial delays and it has not been received within six months we may decide to withdraw the offer of your Grant.

Before we can grant you permission to start your Project and release your Grant, you will need to complete the following tasks:

- tell us if there are any changes to your Project since you first applied, for example changes to partners or cash contributions
- check the details we have about your project are correct
- secure partnership funding (if identified in your Application)
- compile a record of the licenses, statutory permissions and consents needed for your project, and when you expect to obtain them
- secure ownership of freehold or leasehold Property to meet our requirements see Appendix A
- update the Project Plan and Cash Flow submitted with your application form
- describe your proposals for procurement (if applicable)

You will need to send us supporting evidence of your progress, if applicable, including:

- signed copies of your legal agreements, signed by two legal signatories for your organisation, and your partner(s) if applicable
- proof of cash contributions and/or a fundraising plan
- proof of statutory licenses, permissions and consents and/or a completed Outstanding Permissions Template documenting when you expect to have secured these
- proof of Property ownership including, for example, up-to-date copies of the Land Registry title register (with plan), leases and evidence of any existing mortgages (mandatory if applicable)
- up-to-date Project Plan, Cash Flow and procurement proposals

You will be asked to:

- read the Terms of Grant
- read the Receiving a Grant guidance
- provide details of two signatories authorised to sign on behalf of your organisation
- provide the full name of the person signing on behalf of your partner, if you are applying on behalf of a partnership
- tick a box to confirm you agree with the Declaration
- download, sign and upload the completed form

We will inform you when we have approved your Permission to Start. You should not start any work on your Project until you have our written permission to do so. If you do so it is at your own risk.

# **Payment of your Grant**

Your Grant will be paid in arrears once you provide evidence of Project expenditure. We will agree a payment schedule with you and payments will be made as the Project progresses, subject to you providing evidence of expenditure.

You will need to submit a Payment Request for your Grant. We typically expect a Project Update to be submitted with the Payment Request, as we usually only release payments after being satisfied with the progress of your Project.

We will pay a proportion of the costs you have incurred based on the Grant Percentage. For example, if you provide invoices totalling £50,000 and the Grant Percentage is 85%, your Grant payment will be £42,500.

We aim to release your Grant within 10 working days of receiving your Payment Request and supporting documents.

When you submit your first Payment Request, you will need to complete the Tell us your bank details form and send us a copy of a recent bank statement, paying in slip or cheque.

#### Your bank account name must match the name of the organisation in your application.

We withhold the final 10% of your Grant until the Project is completed. We will only pay the full 10% if the total Project costs have been spent and are evidenced in your Completion Report and Final Payment Request.

If you spend less than your agreed costs and your Project completes under budget you will need to return any Grant that has not been spent to us. This will be calculated based on your overall Project costs and the Grant Percentage.

# **Updating us on your Project**

You must get in touch with us as soon as possible about any problems or significant issues that arise during the course of your Project. For example, issues that could lead to changes in costs, serious delays, or failure to deliver the Approved Purposes and Outcomes. This is so that we can respond and support you as appropriate.

Let us know in advance about any events and update us on any successes and good news stories.

## **Project changes**

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

- the quality and Outcomes of your Project
- the cost of your Project
- the time you need to complete your Project
- the future success of your Project

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

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

#### **Timetable delays**

If you think that you will not be able to complete your Project before the Grant Expiry Date identified in your Grant Notification Letter, then get in touch with us so we can discuss this with you.

We try to be flexible but we cannot guarantee an extension with the Species Survival Fund.

#### **Budget changes**

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

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

You must get in touch with us, in advance, if you want to propose any substantial changes to these cost headings and for any major spending of your contingency.

Please note all changes must be within the capital/revenue limits set by Defra, as set out in the application guidance.

If you spend less than your agreed costs and your Project completes under budget, we will adjust your final payment accordingly and you may need to return some of your Grant to us.

If the total Project cost increases during the course of the Project, we will only consider increasing your Grant in exceptional circumstances. In this case you will have to provide further information which will be assessed and presented to the Trustees of the National Heritage Memorial Fund for decision.

## **Project Update**

When we process the Legal Agreement/Permission to Start, we will agree with you how many Project Updates we expect you to provide throughout the delivery of your Project. For grants above £100,000 this will normally be quarterly.

When you are ready to claim each instalment of your Grant you will need to submit a Project Update with your Payment Request.

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

You will also need to send us:

• photographs showing the progress of your Project (mandatory)

- job descriptions/details of recruitment (mandatory if applicable)
- procurement reports (mandatory if applicable)
- data on outputs completed for programme evaluation (mandatory)

#### **Payment Request**

When you have invoices or receipts to demonstrate your Project expenditure you will need to submit a Payment Request with your Project Update in order to request a payment of your Grant.

You will also need to send us:

- project invoices received during the reporting period
- table of costs for amounts of less than £500
- timesheets and supporting finance ledger, management accounts, or a letter, signed by your Treasurer or equivalent signatory, showing staff time of all staff working on the Project (excluding those covered by Full Cost Recovery). The data should include all payroll costs, such as pension and NI contributions.

#### **Completion Report and Final Payment Request**

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

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

By complete we mean:

- your Project is finished, and you have achieved your Approved Purposes
- you have acknowledged your Grant and promoted the Species Survival Fund
- you have a Practical Completion Certificate (for Projects that have undertaken capital works)
- you have evaluated your Project and created a report
- you can supply high-resolution digital Project photographs and proof of acknowledgment of our funding
- you have listed the Project's digital outputs and provided the web address (URL) of the website or websites where they can be accessed
- you have supplied all output data required for the programme evaluation

Please note: we will not make your final payment until we have received and reviewed all the required information including your Evaluation Report.

If we are contributing towards your increased management and maintenance costs after Project completion, you must submit an updated management and maintenance plan detailing the work/costs that the budget will go towards. You must also submit a signed letter confirming your commitment and quantifying the amount you agree on an annual basis for the duration of the agreed plan.

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

## Projects completing under budget

If you spend less than your agreed costs and your Project completes under budget you will need to return any Grant that has not been spent to us.

If the underspend is less than 10% of your Grant we will adjust the final payment of your Grant accordingly.

If the underspend exceeds 10% of your Grant you will need to return the unspent Grant to us through BACS transfer (bank details are available upon request). Your final payment will be calculated based on your overall Project costs and the Payment Percentage identified in your Grant Notification Letter.

#### Worked example:

• Total Project cash costs are £500,000 (discounting the volunteer time and non-cash contributions). Your Grant is £400,000 and your cash contribution is £100,000. The Payment Percentage is therefore 80% (Grant divided by agreed costs).

If your Project completes under budget we will adjust your final payment accordingly and you may need to return part of your Grant to us based on the Payment Percentage.

#### Worked example:

• If your Project is £10,000 under budget and your total evidenced spend is £490,000, then based on the Payment Percentage of 80% your Grant would be adjusted to £392,000. Therefore, your final payment would be adjusted from £40,000 to £32,000.

#### **Project Completion Date and Grant Contract Duration**

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

Your Grant Notification Letter states the duration that the Grant Contract will apply to your Project during which you must maintain your ongoing Project commitments. This starts once we have signed your Permission to Start form and lasts up to 10 years after the Project Completion Date.

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

# **Appendix A: property ownership**

#### Ownership

We normally expect you to own any property (land or intellectual property) on which you spend your Grant. If you do not meet our ownership requirements set out in Paragraph 1 you may need to include the owner as a joint applicant, or enter into a legally binding agreement with the owner as set out in Paragraph 2.

#### 1. Land

For Projects that include works on land, you must own the freehold or have a lease that meets our requirements:

• for Projects involving work to land, if your organisation does not own the freehold, you will need a lease with at least 10 years left to run after the Project Completion Date

- we do not accept leases with break clauses (these give one or more parties to the lease the right to end the lease in certain circumstances)
- we do not accept leases with forfeiture on insolvency clauses (these give the landlord the right to end the lease if the tenant becomes insolvent)
- you must be able to sell on, sublet and mortgage your lease but if we award you a Grant, you must first have our permission to do any of these

#### 2. Land in third party ownership

If your Project involves capital work to land which is owned by one third party, we expect the owner to become a joint Grantee or to grant you a lease which meets our requirements (as set out above).

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

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

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

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

## Taking security for the Grant

#### Legal charge

We may take a charge over the Grant-funded Property when you are a non-public body, your Project involves capital works and your Grant is above £250,000.

Before Permission to Start we will require:

- your solicitor to provide official copies of the current title register with plan or the necessary information to enable us to draft the charge documentation
- an undertaking from your solicitor to act on our behalf to carry out all relevant pre-completion searches and to register the charge at the Land Registry and at Companies House (if appropriate)
- a certificate of title completed by your solicitors (in a form which we will supply)

You will be responsible for the fees and costs of your solicitor, but you may include the cost of legal advice as part of the Project costs in your Application.

We will not issue Permission to Start until we have received the relevant security documents completed to our satisfaction.

#### **Restriction on Title**

If you are a public body such as a local authority or a university, we will require a restriction on your Land Registry title to ensure you seek our consent before entering into any future transactions relating to the Grant-funded Property.

Before Permission to Start we will require an undertaking from your solicitors to lodge such a restriction at the Land Registry.

#### Solicitor details

If either of the above security requirements apply to your Project, you will need to send us your solicitor's contact details as soon as possible following your Grant Notification Letter.

## **Digital outputs**

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

Items created in the management of the Project, for example emails between team members and records of meetings, are not included in the requirement.

All digital outputs must be:

- 'Available': the outputs are freely available online, copies of the digital files are held securely and you can give access to these on demand for **five years** from the Project completion date.
- 'Usable': the outputs function as intended and are kept up-to-date.
- 'Open': digital outputs are licensed for use by others under the <u>Creative Commons Attribution 4.0</u> <u>International (CC-BY 4.0) licence</u>, with the exception of code and metadata, which should be released under a Public Domain Dedication, unless we have agreed otherwise.

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

We expect:

- websites to meet at least W3C Double A accessibility standard
- you to use open data, software and services where possible
- you to contribute digital outputs to appropriate heritage collections and open knowledge projects

If you are creating digital outputs you must provide a management and maintenance plan with your Delivery phase Application.

# **Appendix B: invoices submitted with Payment Request**

All invoices submitted to us as evidence of spend should be clear, legible, and be for eligible works against the Approved Purposes we have agreed to fund. They must include the following information for us to be able to pay against them. They should be clear enough to read and not damaged or tampered with. They must all relate to works agreed to be funded by us and the client named on them should be the organisation submitting the payment.

Invoices must have:

- an invoice number
- the date they were raised
- the date payment is expected and the payment terms
- how payment is made and to who
- company details including, name, address, email address, telephone number, Company number, VAT registration number (if VAT registered)
- a description of the services provided
- the gross (without VAT), VAT amount if VAT registered and the net (total) amount due

# **Appendix C: glossary of terms**

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

Application Guidance – the document setting out the scope of the programme and how to apply.

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

**Funder** – the Trustees of the National Heritage Memorial Fund who administer the Species Survival Fund. Operating as the Heritage Fund.

Grant – the amount we have awarded you for your project.

Grant Contract – made up of the following:

- Grant Notification Letter
- signed Permission to Start Form
- Terms of Grant
- any additional Grant Conditions
- receiving a Grant
- your Application

Grant Expiry Date – the date by which you must complete the Project.

Grant Notification Letter - the letter that formally advises you of the award of your Grant.

Grant Percentage - Grant divided by total Project costs.

**Open Licence** – an open licence grants permission to access, re-use and redistribute a work with few or no restrictions. There are various open licences available but the default open licence required is the Creative Commons Attribution 4.0 International (CC BY 4.0) licence, or equivalent.

**Outcomes** – we describe the difference we want to make with our funding through a set of nine Outcomes. Outcomes are changes, impacts or benefits that happen as a direct result of your Project. Species Survival Fund projects must meet at least the 'Heritage will be in better condition' Outcome.

Payment Percentage – Grant divided by Project cash costs. See worked example B.

**Permission to Start** – our written confirmation that you may start the project and the date on which the Grant Contract comes into effect.

**Project** – the purposes we have approved as set out in the Application (taking account of any changes we and you have agreed in writing up to the date of our decision to award you the Grant and any changes that we tell you about in the Grant Notification Letter). These purposes are sometimes described as Approved Purposes and include you getting and using partnership funding as set out in the Application and how you said you would use the Property (if any).

**Project Completion Date** – the date of the letter we send you letting you know that the Project is recorded as complete. Note that this will be after the date by which you have completed all work on the Project.

**Project Update** – an online form you complete to tell us how your Project is going.

**Property** – land, buildings, heritage items or intellectual property which will benefit from your Grant.

We, us, our – means Funder.

You, your – means the Grant Recipient/Grantee.

## **Guidance updates**

We will regularly review this guidance and respond to user feedback. We reserve the right to make changes as required. We will communicate any changes as quickly as possible via this webpage.

# **Standard Terms of Grant – Species Survival Fund**

30/06/2023 30/06/2023 See all updates

# Definitions

**'we', 'us', 'our', 'Funder'** – the Trustees of the National Heritage Memorial Fund (who administer the Species Survival Fund on behalf of Defra). Operating as the Heritage Fund.

'you', 'your' – the organisation(s) awarded the Grant as set out in the Grant Notification Letter.

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

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

Application guidance – the guidance setting out the scope of the programme and how to apply.

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

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

**Bribery Act** – means the Bribery Act 2010 and any subordinate legislation made under that Act from time to time, together with any guidance or codes of practice issued by the relevant government department concerning this legislation.

Defra – The Department for Environment, Food & Rural Affairs.

**Data Protection** – means (i) the UK GDPR; (ii) the Data Protection Act 2018 to the extent that it relates to the processing of Personal Data and privacy; and (iii) all applicable Law relating to the processing of Personal Data and privacy.

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

**Duplicate Funding** – Ineligible Costs already covered through other funding, for example other funds from Defra or other schemes such as the Species Recovery Fund.

**Eligible Costs** – the approved costs set out in Appendix 1 to the Grant Notification Letter/Check your Grant Details.

**Evaluation Report** – the report you must send us before we pay the last 10% of the Grant telling the story of the Project, its achievements and lessons learned.

**Event of Default** – any of the events set out in paragraph 39.

**Freedom of Information** – means the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time, together with any guidance or codes of practice issued by the relevant government department concerning the legislation.

**Financial Irregularity** – includes (but is not limited to) potential fraud or other impropriety, mismanagement, and the use of the Grant for any purpose other than those stipulated in this Grant Contract.

Grant – the amount we have awarded you for your Project.

Grant Contract – made up of:

- Grant Notification Letter
- signed Permission to Start Form
- Standard Terms of Grant Species Survival Fund
- any Additional Grant Conditions
- Receiving a Grant
- your Application

**Grant Expiry Date** – the date by which you must achieve the Approved Purposes and by which you will make the final drawdown of the Grant.

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

**Ineligible Costs** – ineligible costs set out in the Application Guidance and paragraph 68 of these Standard Terms.

**Permission to Start** – our written confirmation that you may start the Project and the date on which the Grant Contract comes into effect.

**Project** – the Project or Projects referred to in your Application that consists of, or include, the Approved Purposes.

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

#### **Prohibited Act** –

- directly or indirectly offering, giving or agreeing to give to any servant of the Funder or the Crown any gift or consideration of any kind as an inducement or reward for:
  - doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of the Grant Contract; or
  - showing or not showing favour or disfavour to any person in relation to the Grant Contract;
- committing any offence:
  - under the Bribery Act;
  - $\circ$  under legislation creating offences in respect of fraudulent acts; or
  - $\circ$  at common law in respect of fraudulent acts in relation to the Grant Contract; or
- defrauding or attempting to defraud or conspiring to defraud the Authority or the Crown.

**Project Outputs** – the outcomes and output measures set out in your Application taking account of any changes we tell you about in the Grant Notification Letter.

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

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

Third Party – any owner or controller of Third Party Property.

**Third Party Contract** – a contract that you enter into with a Third Party in line with paragraph 47 of this Contract.

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

**UK Subsidy Control Law** – the relevant laws relating to public subsidies in force at the time the Grant is awarded including, but not limited to, the Subsidy Control Act 2022, the EU-UK Trade and Cooperation Agreement and any related guidance issued by the Secretary of State for Business, Energy and Industrial Strategy.

**Your Property** – any land, buildings or any other assets that you buy, create, receive or restore that is funded by the Grant including digital properties, intellectual property rights (if any) and any documents that you produce or order as part of the Approved Purposes.

# Achieving the Approved Purposes

1. You must use the Grant only for the Approved Purposes and Eligible Costs, unless you get our written approval to any change beforehand.

2. You must not start work to achieve the Approved Purposes without our approval beforehand, known as Permission to Start.

3. You must achieve the Approved Purposes and make your final Grant drawdown by the Grant Expiry Date.

4. You must use Your Property, or allow it to be used, only for the Approved Usage during the Term of the Grant Contract.

5. As well as these Standard Terms of Grant, you must follow the Additional Conditions (if any) in the Grant Notification Letter, meet the requirements set out in the Application guidance – Receiving a Grant and the Grant acknowledgement requirements we provide – and address any issues we identify in the course of monitoring.

6. You must carry out the Approved Purposes in line with current best practice.

7. You must follow all legislation and regulations that apply. You must have appropriate policies and procedures in place and act in accordance with them at all times to help you comply with any relevant laws, government requirement and best practice including but not limited to state aid and subsidy control, data protection, Environmental Information Regulations 2004, Freedom of Information Act 2000, equal opportunities, employment law, harassment and bullying and safeguarding vulnerable people.

8. You agree to follow a whistleblowing process to report if the dignity, safety, security and wellbeing of end-users is not met.

9. If you are public body you must behave ethically by following the <u>7 principles of public life</u> and make sustainable choices to reduce your Project's impact on the environment.

10. You must follow the <u>government Code of Conduct</u> that sets out standards of behaviour for people or organisations that receive government grants.

11. You must tell us if you receive Duplicate Funding for the Project from any other source at any time during the Project. If this means that you no longer need funding from us and/or our funding duplicates other specific funding this constitutes an Event of Default and you must pay the Grant or an appropriate portion of the Grant back to us immediately upon demand.

# **Subsidy Control**

12. You acknowledge that the Grant comes from public funds under a scheme assessed by Defra to be compliant with Subsidy Control Law and is awarded for the Approved Purposes and Approved Usage.?

13. You agree to maintain appropriate records of compliance with Subsidy Control Law and agree to take all reasonable steps to assist us and/or Defra in complying with UK Subsidy Control Law requirements and in responding to any investigation(s) instigated by a Government Department or third-party challenge in the national courts.

14. You acknowledge and accept that the finding of Subsidy Control non-compliance in respect of the Project by a Government Department or a Court of competent jurisdiction, may lead to the Grant Recipient being ordered to repay the Grant with interest.

# **Anti-Fraud Measures, Monitoring and Evaluation**

15. You must at all times comply with all applicable Laws, statutes and regulations relating to anti-bribery and anti-corruption, including but not limited to the Bribery Act.

16. You must have a sound administration and audit process, including internal financial controls to safeguard against fraud, theft, money laundering, counter terrorist financing or any other impropriety, or mismanagement in connection with the administration of the Grant. You must require that the internal/external auditors report on the adequacy or otherwise of that system.

17. If you are a UK Taxpayer, you'll receive your Grant payments without tax taken off. You may need to tell HMRC about these. For more information visit the Government website and search for BIM40451. You may also wish to discuss this with your accountant. You agree and accept that you may become ineligible for Grant support and may be required to repay all or part of the Grant if you engage in tax evasion or aggressive tax avoidance in the opinion of HMRC.

18. You must give us all relevant financial or other validation information, records and progress reports at the stages set out in Receiving a Grant and any additional information we may need from time to time on the Grant, Your Property, Third Party Property, the Approved Purposes (and achieving them) and the Approved Usage.

19. You must allow us (or anyone we authorise) to have any access we may need to:

- inspect Your Property, Third Party Property and any work to Your Property or Third Party Property;
- monitor the conduct and progress of the Approved Purposes; and
- monitor the Approved Usage.

In these cases we will give you notice. You will report on the progress of the Project at times agreed with us.

20. All cases of fraud or theft (whether proven or suspected) relating to the Approved Purposes must be notified to us as soon as they are identified. You must explain to us what steps are being taken to investigate the irregularity and must keep us informed on the progress of any such investigation. We may however request that the matter be referred to external auditors or other Third Party as required.

21. We have the right, at our absolute discretion, to insist that you address any actual or suspected fraud, theft or other Financial Irregularity and/or to suspend future payment of your Grant. Any grounds for suspecting Financial Irregularity includes what you, acting with due care, should have suspected as well as what is actually proven.

22. We will monitor the progress of the Project and will carry out checks at and after completion of the Project to confirm that it is delivering the outcomes expected. If we (or anyone we authorise) make any recommendations on the matters set out in paragraph 16, you must take those recommendations into account when meeting your obligations to us.

23. You must take appropriate steps to monitor your own success in achieving the Approved Purposes and in using Your Property for the Approved Usage and collect quantitative and qualitative data to evidence the outputs of the Project. On completing the Project, you must submit your Evaluation Report before we will release the final Grant payment.

24. You must co-operate with our appointed external evaluator by engaging in evaluation activities including collection of all required data as part of a wider evaluation of the impact of the Species Survival Fund as more particularly detailed in Receiving a Grant guidance.

## Procurement

25. Before you or a Third Party start any phase of the work needed to achieve the Approved Purposes, you or a Third Party must put in place all necessary contracts with appropriately qualified contractors and professional advisers to allow you or a Third Party to finish that phase of the work. Works contracts must contain a clause which allows you to retain part of the contractors' fees on practical completion of the works. If you or a Third Party want any contracts to be on different terms, you must get our approval beforehand.

26. You must ensure that you or any of your Representatives involved in the Approved Purposes will adopt such policies and procedures that are required in order to ensure that value for money has been obtained in

the procurement of goods or services funded by the Grant.

27. If the Approved Purposes involve buying goods or services or getting work done, you must carry out a tendering exercise in line with the requirements set out in the Receiving a Grant.

# **Your Property**

28. If you use any of the Grant yourself to buy, receive, create, restore, conserve or otherwise fund Your Property, you must continue to own it and keep exclusive control over what happens to it. Other than as permitted under paragraph 33 (Digital outputs) you must not sell, let, charge, lien or otherwise part with it or any interest in it, or give any rights over it to anyone else (or take any steps to do so) without prior approval from us.

If we give you our approval, it may depend on any of the following requirements:

- that you pay us a share of the net proceeds of selling or letting Your Property within one month of parting with assets or other goods;
- that you sell or let your Property at its full market value;
- any other conditions we think fit.

29. Following completion of the Approved Purposes you must maintain, manage or conserve Your Property in accordance with a maintenance schedule or other management and maintenance plan. If your eligible costs include increased management and maintenance costs, you must submit your management and maintenance plan to us before the Grant Expiry Date for our approval.

- You must during the term of the Grant Contract and the subsequent Financial Year and during the duration of the Grant Contract, ensure that you have and maintain at all times adequate insurance with an insurer of good repute to cover claims under the Grant Contract or any other claims or demands which may be brought or made against it by any person suffering any injury damage or loss in connection with the Approved Purposes or Approved Usage or the Grant Contract.
- You must upon request produce your policy or policies of insurance or where this is not possible, a certificate of insurance confirming the insurances are in full force and effect together with confirmation that the relevant premiums have been paid.

30. You must keep any equipment, tools, objects or fixtures (if any) that form part of Your Property in a physically secure and appropriate environment.

31. You must tell us, in writing, within five working days about any significant damage to Your Property.

32. Where possible you must arrange for the general public to have appropriate access to Your Property. You must make sure that no person is unreasonably denied access to Your Property.

# Publicity and acknowledgement

33. By accepting this Grant, you consent to us making the purpose and amount of the Grant public in whatever way we think fit.

34. Once we have announced the Grant, you must acknowledge the Grant publicly in line with the requirements we provide to you. You must meet any other acknowledgement or publicity requirements we may tell you about from time to time. Before we make any public announcement of the Grant, you must not issue any public statement, press release or other publicity in relation to the Grant or which refers to us, other than in a form we have approved beforehand.

35. You must also provide us with digital images in electronic format of your Project. You must also apply the required Creative Commons Attribution 4.0 International (CC BY 4.0) Open Licence to the images. You must get all the permissions required for you and us to make use of them before you use them or send them to us.

# **Digital outputs**

36. You agree to observe the following Standard Terms as amended from time to time:

a) Apply a Creative Commons Attribution 4.0 International (CC BY 4.0) Open Licence or equivalent, to all Grant-funded digital outputs, with the exception of code and metadata, and not including public domain assets or non-original digital reproductions of public domain assets (see below).

b) Clearly identify and apply Creative Commons 0 1.0 Universal (CC0 1.0) Public Domain Dedication, or equivalent to:

- code and metadata created in the course of the project; and
- public domain assets or non-original digital reproductions of public domain assets.

c) Obtain and maintain in force all authorisations of any kind required for you to apply the relevant Open Licence or Public Domain Dedication (CC BY 4.0 or CC0 1.0).

d) Contract to the effect that any creation by you or on your behalf of material which forms digital outputs is undertaken on terms that either the copyright in the digital material is assigned to you or that the copyright owner agrees that material may be shared under a CC BY 4.0 Open Licence or equivalent.

e) Ensure that the digital outputs are kept up-to-date, function as intended and do not become obsolete before the fifth anniversary of the Project Completion Date.

f) Provide us with the web address (URL) of the site or sites that will host your digital outputs for the specified length of time, and update these if materials are relocated. For projects where materials are located across a range of sites, the URL of an online index page is required.

g) Comply with these Standard Terms of Grant in relation to the digital files that make up the digital outputs for the period agreed in the Grant Notification Letter. For the avoidance of doubt, this includes ensuring free and unfettered online access to the digital outputs. You must not release your Project's digital outputs on other terms without our prior written consent.

# Grant payment and repayment

37. We will, up to the Grant Expiry Date, pay you the Grant or any instalment of it in line with these Standard Terms of Grants and the procedures explained in Receiving a Grant as long as:

- the National Heritage Memorial Fund continues to operate under the National Heritage Act 1980 (as amended from time to time), and enough funds are made available to us by Defra; and
- we are satisfied that you or a Third Party are achieving (and will continue to achieve) or have achieved the Approved Purposes in line with these Standard Terms of Grant and that you are spending the Grant in proportion to any other funds you receive from other sources for the Approved Purposes;
- the spend is eligible expenditure.

38. You acknowledge that the Grant is the total amount of funds we will provide and will not be increased as the result of you overspending or for any other reason.

# **Clawback, Events of Default, Termination and Rights Reserved for Breach and Termination**

## **Events of Default**

39. You must repay to us immediately any Grant that we have paid you (and we will stop any future instalments of the Grant) if any of the following Events of Default occur:

a) You fail to use the Grant for the Approved Purposes and/or Approved Usage;

b) You use the Grant for any Ineligible Costs which are set out in the Guidance and in Ineligible Costs below;

c) You fail in our opinion to make satisfactory progress with the Approved Purposes and, in particular, with meeting the Project Outputs;

d) You fail to comply with our anti-fraud requirements in paragraph 16 above;

e) You fail to comply with our Third Party Contracts requirements;

f) You have, in our opinion, given us fraudulent, incorrect, incomplete or misleading information in the Application or in any subsequent supporting correspondence to an extent which we consider to be significant or you knowingly withhold information that is relevant to the content of your Application;

g) You have acted negligently in any significant matter or dishonestly or fraudulently in connection with the Approved Purposes or the Approved Usage (in this context negligence includes but is not limited to failing to prevent or report actual or anticipated fraud or corruption);

h) You cease to operate for any reason, or pass a resolution (or any court of competent jurisdiction makes an order) that you be wound up or dissolved (other than for the purpose of a bona fide and solvent reconstruction or amalgamation);

i) You become insolvent as defined by section 123 of the Insolvency Act 1986, or you are declared bankrupt, or you are placed into receivership, administration or liquidation, or a petition has been presented for your winding up, or you enter into any arrangement or composition for the benefit of your creditors, or you are unable to pay your debts as they fall due;

j) You undergo a change of control which we, acting reasonably, consider:

- will be materially detrimental to the Approved Purposes; and/or
- the new body cannot continue to receive the Grant because they do not meet the eligibility criteria used to award the Grant to you;
- we believe that the Change of Control would raise national security concerns; and/or
- the new body intends to make fundamental change(s) to the Approved Purposes.

k) you transfer or novate the Grant to any other person or organisation without obtaining our prior written approval;

l) any competent authority directs the repayment of the Grant;

m) you do or fail to do anything that brings any or all of NHMF, Defra and/or the Species Survival Fund into disrepute, or which we consider for any reason puts public funds at risk. This includes but is not limited to receiving funding from another party which in our opinion undertakes activities that are likely to bring the

Species Survival Fund and/or NHMF, Defra in disrepute;

n) you fail to declare you have received Duplicate Funding;

o) you fail to declare any partnership funding;

p) you fail to act in accordance with the Law howsoever arising, including incurring expenditure on unlawful activities;

q) you breach the Code of Conduct and/or fail to report an actual or suspected breach of the Government Code of Conduct for Recipients of General Grants;

r) you commit a Prohibited Act;

s) you fail to keep to any of these Standard Terms of Grant.

40. If any Event of Default occurs, it shall be for NHMF, acting reasonably:

- to determine whether the Event of Default is capable of remedy;
- if the Event of Default is considered by NHMF to be capable of remedy, to notify the Grantee of the period within which the Event of Default must be remedied to avoid the Grant becoming repayable in accordance with paragraph 39.

41. If you achieve the Approved Purposes without spending the full amount of the Grant, you must pay back the part of the Grant you have not spent.

42. If you sell or otherwise part with all or part of Your Property without our permission under paragraph 28, or you receive money in some other way as a result of you not following these Standard Terms of Grant, you may have to pay us immediately a share of the net proceeds if that share is more than the amount we would otherwise be entitled to under paragraph 39.

#### Termination

43. Either Party may terminate the Grant Contract at any time by giving at least three months written notice to the other Party.

44. If applicable, all Unspent Grant monies (other than those irrevocably committed in good faith before the date of termination, in line with the Grant Contract and approved by us as being required to finalise the Approved Purposes) must be returned to us within 30 days of the date of receipt of a written notice of termination.

45. If we terminate the Grant Contract in accordance with paragraph 43 or the Additional Grant Conditions, we may choose to pay your reasonable costs in respect of the delivery of the Approved Purposes performed up to the termination date. Reasonable costs must be identified by you and must be subject to you demonstrating that you have taken adequate steps to mitigate your costs. For the avoidance of doubt, the amount of reasonable costs payable must be determined solely by us.

46. We will not be liable to pay any of your costs or those of any contractor/supplier related to any transfer or termination of employment of any employees engaged in the provision of the Approved Purposes.

# **Third Party Contracts**

47. If the Approved Purposes involve a Third Party using part of the Grant to create, restore, conserve or otherwise fund Third-Party Property, we will only pay you that part of the Grant on the conditions set out in Receiving a Grant guidance and if:

- you have sent us any details of the Third Party and of the Third Party Property that we need to see and approve in line with Receiving a Grant;
- the Third Party has entered into a Third Party contract with you that allows you to enforce against the Third Party, in relation to their Third Party Property and the part of the Grant you have set aside for them, terms that are no less strict than these Standard Terms of Grant.

48. If a Third Party breaks any of the terms of its Third Party Contract, you must, unless we agree otherwise, take all reasonable steps to enforce those terms and recover any money they owe you as a result. You must pay us a share of any money you recover from a Third Party. You must work out the share in line with Receiving a Grant. You must pay us this money immediately.

49. If we tell you in writing, you must allow us to take over and carry forward for our own benefit any proceedings against a Third Party. You must also make sure that all Third Party Contracts allow for this to happen. If we tell you, you must transfer to us any rights that you may have as a result of a Third Party Contract being broken.

50. You must not use any part of the Grant towards work on Your Property or Third Party Property without getting our written permission beforehand if that part of the Grant has been identified in the Grant Notification Letter as one which you must refer to us before you offer it.

51. Unless we agree otherwise, you must make sure (in a way that can be enforced in law) that anyone who buys or receives Third Party Property from a Third Party:

a) insures the Third Party Property up to an amount and against such risks as is reasonable and appropriate in all the relevant circumstances;

b) maintains the Third Party Property's character and appearance, bearing in mind the area it is based in;

c) keeps to any other conditions we say must be followed before the Third Party Property is sold; and

d) repays you in line with the conditions of Receiving a Grant for repaying the Grant.

52. You must take all reasonable steps to monitor and, unless we agree otherwise:

- enforce against anyone who buys or receives Third Party Property from a Third Party the conditions referred to in paragraph 51 above;
- recover any amounts owed to you in connection with paragraph 51; and
- pay us a share of any amount you recover. You must work out this share in the same way as under paragraph 42 of these Standard Terms of Grant.

# **General terms**

53. You may not, and must not claim to, transfer the Grant or any rights under these Standard Terms of Grant.

54. You must take all steps and sign and date any documents as may be necessary to carry out your obligations under these Standard Terms of Grant and to give us the rights granted to us under them.

55. If there is more than one of you, any liability under these Standard Terms of Grant will apply to you all together and separately.

56. We may rely on any of our rights under these Standard Terms of Grant at any time, even if we do not always choose to do so immediately. If we decide not to rely on one right, we may still rely on any of our other rights under these Standard Terms of Grant.

57. If you need our approval for anything, you must write to us to ask for it. You may only rely on any approval needed under these Standard Terms of Grant if we (or anyone we authorise) give it to you in writing.

58. Any notice, request or other document we or you send to each other under these Standard Terms of Grant can be delivered or sent by any effective means.

59. Any documents you need to send us under these Standard Terms of Grant are for our own purposes only. If we approve or accept any documents, this does not mean that we have approved or accepted them for any other purpose.

60. The Grant Contract will last from the permission to start date until the end of 10 years from the Project Completion Date.

61. These Standard Terms of Grant cannot be enforced by anybody other than you or us.

62. We accept no liability for any consequences, whether direct or indirect, that may come about from your delivering/running the Approved Purposes and Approved Usage, the use of the Grant or from withdrawal, withholding or suspension of the Grant. You must indemnify and hold harmless the Funder, its Representatives with respect to all actions, claims, charges, demands, losses and proceedings arising from or incurred by reason of the actions and/or omissions of you, the Grantee, in relation to the Approved Purposes or Approved Usage, the non-fulfilment of your obligations under this Grant Contract or your obligations to Third Parties.

63. Our staff, trustees and advisers cannot give you professional advice and cannot be held responsible for any action you take, any action you fail to take, or for your debts or liabilities. Even though we may give you funding you are still fully responsible for every part of your Project, your business and the decisions about it. We will not be responsible to anyone else who may take, or threaten to take proceedings against you.

64. You must tell us in writing as soon as possible if any legal claims are made or threatened against you and/or would adversely affect the Project during the period of the Grant (including any claims made against members of your governing body or staff concerning the organisation).

65. You must tell us in writing as soon as possible of any investigation concerning your organisation, trustees, directors, employees or volunteers carried out by the Police, Charity Commission, H M Revenue & Customs or any other regulatory body.

66. We reserve the right at any time to introduce new requirements, guidance and/or Additional Conditions and amend these Standard Terms of Grant.

67. These Conditions must 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.

# **Ineligible Costs**

68.

- recoverable VAT
- costs related to promoting the cause or beliefs of political or faith organisations
- costs related to lobbying and/or activity to influence legislative or regulatory action

- costs incurred before a Grant is awarded
- full cost recovery for organisations which are not charities
- redundancy costs
- cost of land acquisition
- research
- costs already covered through other funding, for example from other funds from Defra or Natural England

# **FAQs: Species Survival Fund**

#### See all updates

Answers to questions raised at the pre-applicant webinar.

Page last updated: 13 July 2023. See all updates.

# Fund criteria and eligibility

# **1.** Is the restoration/creation of anthropogenic habitats such as dry stone walls, church roofs, church meadows, hedgerows, heathlands etc, included in this scheme?

The fund aims to create wildlife-rich habitats at a range of scales, including ecosystem restoration. It is context-dependent, but specific anthropogenic habitats like dry stone walls or church roofs may not meet this aim. The scheme focuses on general habitat restoration, rather than specific work that targets a particular species. Repairs to church roofs or dry walls in isolation are not eligible, however, they could be included as part of a wider package of measures if benefits to multiple species can be demonstrated.

We welcome applications for projects that include meadows and heathlands within the planned habitat creation and restoration works as they can provide important habitats for wildlife. Similarly, we welcome projects containing hedgerows which can provide critical wildlife corridors within a landscape.

# 2. The T&C's specifically exclude land purchase, but the purpose of the grant is to create additional habitat. Is there a reason land purchase has been excluded? Will this also include costs for leasing land to create habitat?

In the immediate-term, the funding pot of £25million focuses on supporting the creation and/or restoration of habitats where land ownership/management control is already secured. This is expected to deliver benefits more quickly for species abundance by 2030.

# **3.** How do you define landscape-scale? Can projects be geographically distributed but dedicated to one type of habitat?

There are no minimum size requirements for habitat creation/restoration within the fund. Projects can be at a landscape, catchment or local scale. Projects may be geographically dispersed or themed around particular habitats if they contribute to ecological networks. For example, hedgerow creation to enhance connectivity between existing habitats or riparian strips to buffer watercourses, as long as the proposed intervention is appropriate for the location. The boundaries of a county or region are not an issue.

# 4. Would a project with activities which do not directly target habitat restoration be eligible? For example, removal of Invasive Non-Native Species, or ecological surveying?

A project focused entirely on these activities would be less competitive, but they can be a component of a wider project for restoring habitats.

# 5. Would funding for engagement activities with schools, universities and education projects be eligible? Likewise, could green infrastructure projects such as cycleways be eligible?

The primary focus of a Species Survival Fund project should be habitat creation and restoration in order to support species abundance. We will also consider projects where they also connect people with nature where appropriate, improving access and engagement with nature and benefiting health and wellbeing.

## 6. Can this fund be used to help local authorities meet their biodiversity duties?

Local authorities may lead a project, or participate as a partner in a project, and this may be one way of taking action to conserve and enhance biodiversity under the strengthened duty. The actions taken could also then be included in the reports that local authorities are required to publish, with the first of these reports being due by January 2026.

# 7. Given the complexity of planning nature projects and the timings of this programme, are you expecting projects that are almost 'oven ready'?

We are looking for projects that are fully planned and able to deliver within the funded period. Projects which are less prepared will pose a higher delivery risk, so your grant request should be scaled to reflect this. This ensures that you can deliver what you have promised to do.

## 8. Would saltmarsh restoration be applicable under the coastal category?

Yes.

# 9. Would INTERTIDAL seagrass projects be considered? They lie on the intertidal zone (on mudflats, out of the water at low tide) and are very much estuarine habitat?

Yes, the intertidal areas only.

# 10. Could habitat creation include expanding the distribution of rare plant species that may currently be confined to SSSIs?

Species conservation translocations are out of the scope of this programme. This includes population reinforcement as well as the reintroduction of large mammals or apex predators such as beaver, lynx and white-tailed eagle.

## **Grant terms**

# 11. Do all capital works need to be identified before the project starts, or can these be identified during the project? We have considerable demand from landowners, but the

#### work isn't lined up in advance.

This depends on the scale of the capital works being proposed and likely costs. We'd expect large-scale capital works, or works that are likely to go over tender thresholds in value, to be identified before the project starts, as this will impact your project plan and costs. We are looking for projects that are confidently able to deliver within the two-year window, and we need to see clear evidence that plans are appropriately planned with realistic timelines for securing landowner consents, going to tender/ securing contractors, securing statutory permits and consents, and with well-informed costs.

However, if you are talking about lower value interactions such as gap filling hedges, then these do not all need to be concretely identified at the start, so long as we understand what it is you are intending to do and what the impact of that work will be in terms of nature recovery. You might want to consider including a sum for third party grants to cover this. In our guidance, we call this 'community grants'.

# **12.** Can we apply to this fund if we are also applying to The National Lottery Heritage Fund?

You can apply to both the Heritage Fund and the Species Survival Fund if you are working on two independent projects. You cannot apply to both funds for the same project. National Lottery Grants for Heritage cannot be used as partnership funding for the Species Survival Fund. During assessment, we would be checking to ensure there is no double funding or overlap between the two projects; that both can be delivered independently of each other and that you have the capacity to deliver both projects.

# 13. Do all grants made under this fund have to be considered subsidies? Would this be included, if granted, in an organization's £315,000 Minimal Financial Assistance (MFA) total for the "applicable period"? Or is it an exempt activity?

Defra have assessed this funding, deemed it to be a lawful subsidy and have published it as a scheme. As such, grantees will have their applicant and grant details published on the publicly-available Subsidy Database, managed by the Department for Business and Trade.

## 14. Where a project would be taking place on land owned by a Government Department such as the Environment Agency, could the EA co-sign the Grants Agreement rather than enter into a third-party ownership legal agreement, despite not being able to be a project partner?

This is not possible. To co-sign the grant agreement would make EA a grantee or partner. They should be treated like any other third-party landowner.

## 15. From what date do you expect projects to be able to start?

Awards will be made in February 2024. You then need to enter the Permission to Start process, which includes obtaining the correct legal signatories to the grant contract and submitting finalised documents such as signed partnership agreements and evidence of land registry or land ownership etc.

## 16. Will we need to evidence the Heritage Fund's usual outcomes?

No, this is not National Lottery money so these outcomes do not need to be evidenced.

# Project costs and sources of partnership funding

# 17. Can applicants include capital costs for purchasing new vehicle/tractor/machinery and the associated maintenance over the two years?

This can be an eligible cost as long as it directly contributes to the capital works of the project. The programme is not designed to cover general equipment/maintenance costs.

# **18.** Can we apply for funds for extra maintenance work up to five years after project completion?

You can include project costs related to maintenance and ecological monitoring for up to five years after project completion, but the equivalent value also then needs to be covered in your partnership funding. Note that staff costs are not eligible or included in this. We can offer further support and guidance on this for projects that reach the full application stage to explain how this impacts your grant payment percentage.

# **19.** Is there any flexibility with payment schedules to assist small/medium organisation with cash flow?

In certain circumstances, we can be flexible for projects to increase the frequency of payments to ease cashflow issues. Payment will continue to be in arrears as we are not able to pay these projects upfront.

## 20. Can we include partnership funding from the following organisations?

- Local Authority yes
- The National Lottery Community Fund yes
- Charity reserves **yes**

# 21. Can agri-environment schemes be used as partnership funding, as they tend to pay nominal rates rather than full cost?

No, agri-environment schemes cannot be used as partnership funding for a Species Survival Fund project.

# 22. NERC/BBSRC/HS2 funding currently, can we use overlapping areas of work as partnership funding?

The Species Survival Fund funded elements of a wider project must be supported by new and separate partnership funding. Projects are encouraged to seek partnership funding from public or private sources. Projects that include funding from non-government sources will be prioritised.

## 23. Can BNG credits be used as partnership funding?

Landowners cannot use funding from Biodiversity Net Gain towards a Species Survival Fund habitat action or enhancement project. Further guidance on combining environmental payments and BNG can be found on the UK Government website.

Habitat creation or restoration projects paid for in full by public funding are not eligible to be sold to developers for meeting mandatory Biodiversity Net Gain requirements or nutrient mitigation. Biodiversity Net Gain and/or nutrient mitigation credits may be sold where they arise from distinct or additional improvements over and above the new baseline habitat condition funded through a public grant. Explore further information on stacking net gain and nutrient mitigation credits with public grants.

# **Other questions**

# 24. Will there be any future rounds of this fund for projects that are not fully developed and ready to go by the EOI deadline?

We will monitor the success of round one closely before making decisions regarding future funding. We anticipate the fund to be highly competitive, so we do not advise submitting an EOI if you are not yet prepared to do so.

# 25. Where are we able to find the information regarding the organisations/local authorities developing their priorities for nature?

Responsible authorities for local nature recovery strategies have been published on the UK Government website.

# 26. How does this fund map to/complement the Natural England Species Recovery Programme. Can we use this grant as partnership funding?

The Species Recovery Programme (SRP) focuses on actions to recover threatened and priority species, in particular the significant number of species within the threatened category that need highly targeted bespoke actions and won't benefit from general habitat measures alone. This is in contrast to the Species Survival Fund, which is largely focused on broader landscape scale, habitat-based actions for nature recovery to support the statutory species abundance target, alongside actions and benefits for more threatened species that occur in these areas and hence require dedicated consideration in formulating project plans (for example, species monitoring or surveys for under-resourced sites).

An SRP grant cannot be used as partnership funding for Species Survival Fund. However, if projects are adjacent, project activities will need to be complementary, and double funding must not take place.

# Page updates

• 13 July 2023: page was created.