# Receiving a grant guidance: Species Survival Fund

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

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</u> General Grants

#### **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 £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 £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 £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
  - o the new work is smaller in scale, and is of a similar type to the main contract work
  - the contractor will not claim disruption or prolongation cost to the main contract if the new work is introduced
  - o 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 <a href="Code of Conduct for Recipients of Government General Grants">Code of Conduct for Recipients of Government General Grants</a>.

## **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
- 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</u> 4.0 International (CC-BY 4.0) licence, 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.