

Part 2: Terms and conditions

This annex details the terms and conditions of the Farming Transformation Fund

Parties

1. The Secretary of State for the Environment, Food and Rural Affairs of Seacole Building, 2 Marsham Street, London, SW1P 4DF, acting through the Rural Payments Agency, whose principal address is at North Gate House, 21-23 Valpy Street, Reading, RG1 1AF (the **Authority**).
2. The agreement holder identified in Part 1 of the Agreement (the **Agreement Holder**).

Background

- (A) The Farming Transformation Fund (“the **Fund**”) is a grant funding scheme under Part 1 of The Agriculture Act 2020 c.21. The Rural Payments Agency is responsible for delivering the scheme on behalf of the Secretary of State for the Environment, Food and Rural Affairs (“the **Authority**”).
- (B) The **Authority** has agreed to pay the Grant to the Agreement Holder for the purpose of delivering the Project, subject to the Agriculture (Financial Assistance) Regulations 2021 as amended (“the **Regulations**”) and the terms and conditions of their grant funding agreement (“the **Agreement**”).
- (C) The Agreement is in two parts: Part 1 of the Agreement comprises the letter and annexes issued by the Authority to the Agreement Holder when their application is approved which describe the Grant to be paid to the Agreement Holder and the Project to be undertaken (“**Part 1**”); Part 2 of the Agreement comprises these Terms and Conditions and applies to all Agreement Holders (“**Part 2**”) These terms and conditions apply to all Agreement Holders receiving a Grant under the Farming Transformation Fund.
- (D) Further information and guidance are set out in the Managing a successful Farming Transformation Fund project (“the **Guide**”) The Agreement Holder must familiarise itself with the Guide and make sure that it complies with all relevant requirements as a condition of receiving the Grant.

- (E) In the event of any conflict between these terms and conditions and the documents referred to in paragraphs (B), (B)and (D) above, the Regulations shall prevail, followed by these terms and conditions, then Part 1 of the Agreement, and then the Guide.

1. Definitions and interpretation

In the Agreement the following terms shall have the following meanings:

Agreement or Grant Funding Agreement: the grant funding agreement between the Parties comprising the letter and annexes issued by the Authority to the Agreement Holder when their application was approved which describe the Grant to be paid to the Agreement Holder and the Project to be undertaken (“**Part 1**”) and these standard Terms and Conditions (“**Part 2**”).

Agreement Holder: the Agreement Holder identified in Part 1 of the Agreement.

Application: the application for the Grant submitted by the Agreement Holder containing details of the proposed Project (including any documentation submitted by the Agreement Holder in support of the Application).

Auditor: means any of the following:

- (a) the Authority’s internal or external auditors
- (b) the Authority’s statutory or regulatory auditors
- (c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office
- (d) HM Treasury or the Cabinet Office
- (e) any party formally appointed by the Authority to carry out audit or similar review functions

Authorised Person: means a person authorised by the Secretary of State to carry out site visits and exercise powers of entry in respect of the Fund for enforcement purposes.

Authority: the Secretary of State for the Environment, Food and Rural Affairs of Seacole Building, 2 Marsham Street, London, SW1P 4DF, acting through the Rural Payments Agency, whose principal address is at North Gate House, 21-23 Valpy Street, Reading, RG1 1AF.

Claim Form: the form published by the Authority on GOV.UK for use by Agreement Holder when requesting payment of the Grant.

Completion Date: the date on which the Project must be completed (as set out in Part 1 of the Agreement).

Controller: has the meaning given in the UK GDPR.

Data Protection Legislation:

- the UK General Data Protection Regulation (**UK GDPR**)
- the Data Protection Act 2018 to the extent that it relates to the processing of Personal Data and privacy
- all applicable law about the processing of Personal Data and privacy, including in each case any domestic law which replaces relevant EU law as a consequence of the UK leaving the European Union

Eligible Expenditure: expenditure by the Agreement Holder on the activities (including works) or, as the case may be, the items (including goods) and services as approved by the Authority and specified in Annex A to the Agreement.

End Date: the date on which the Agreement comes to an end, being five years after the date of the final payment.

FOIA: means the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

Grant: the sum to be paid to the Agreement Holder under the Agreement for the purpose of delivering the Project.

Guide: the “Managing a successful Farming Transformation Fund project” guide which sets out additional requirements and gives further information and guidance for Agreement Holders, as further described in clause 0.

Intellectual Property Rights: all patents, copyrights and design rights (whether registered or not) and all applications for any of the foregoing and all rights of confidence and know-how however arising for their full term and any renewals and extensions.

Law: is any law, statute, subordinate legislation with the meaning of Section 21(1) of the Interpretation Act 1978, byelaw, right within the meaning of Section 4(1) EU Withdrawal Act 2018 as amended by EU (Withdrawal Agreement) Act 2020, regulation, order, regulatory policy, mandatory guidance or code of practice, judgement of a relevant court of law, or directives or requirements of any regulatory body with which the Authority or Agreement Holder is bound to comply.

Maximum Grant: the maximum grant payable by the Authority to an Agreement Holder under the Fund as set out in Part 1 of the Agreement.

Personal Data: has the meaning given to it in the UK GDPR.

“Prohibited Act”:

- (a) Directly or indirectly offering, promising or giving any person working for or engaged by the Authority a financial or other advantage to:
 - (i) induce that person to perform improperly a relevant function or activity or
 - (ii) reward that person for improper performance of a relevant function or activity
- (b) Directly or indirectly requesting, agreeing to receive or accepting any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with the Agreement or the Application.

- (c) Committing any other offence under the Bribery Act 2010 or involving fraudulent acts.

Project: the work to be undertaken by the Agreement Holder (as set out in Part 1 of the Agreement).

Start Date: the date on which the Agreement commences (as set out in Part 1 of Agreement).

Working Day: any day other than a Saturday, a Sunday or a public holiday in England.

1.1 References to **clauses** are to the clauses of these Terms and Conditions. Clause headings shall not affect the interpretation of these Terms and Conditions.

1.2 References to **regulations** are to the Agriculture (Financial Assistance) Regulations 2021 No. 405 as amended.

1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.4 Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular and a reference to one gender shall include a reference to the other genders.

1.5 A reference to a statute or statutory provision is a reference to it as amended, extended, or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision.

1.6 A reference to a public organisation includes a reference to any successor of that public organisation.

1.7 Any words following the terms **including, include, in particular or for example** or any similar phrase shall be construed as illustrative and shall not limit the generality of the related general words.

2. Agreement Holder's declarations

2.1 The Agreement Holder confirms that:

- (a) the declarations made in its Application remain true and accurate to the best of its knowledge
- (b) it has full capacity and authority to enter into the Agreement
- (c) it is not aware of any circumstances which would prevent it from fulfilling its obligations under the Agreement
- (d) if there are any changes to the Agreement Holder's circumstances which could affect its eligibility or suitability for the Grant or its ability to fulfil its obligations under the Agreement or the amount of Grant awarded or due to be awarded, it will notify the Authority in writing as soon as reasonably practicable

- (e) it has read and understood and will comply with Parts 1 and 2 of the Agreement and the Guide
- (f) it has not received and will not receive any duplicate funding or allowances from other public sources in respect of the same obligations it is required to undertake under the Agreement
- (g) it will at all times assist the Authority or any other person in the exercise of their rights under the Agreement
- (h) its obligations under the Agreement do not duplicate and will not duplicate any other legal obligations it would otherwise be required to undertake
- (i) its obligations under the Agreement do not and will not conflict in whole or in part with any other legal or contractual obligations on the Agreement Holder and
- (j) it will at all times comply with all relevant domestic and EU Law in the performance of its obligations under the Agreement.

2.2 Subject to any provision to the contrary in Part 1 of the Agreement, the Agreement Holder confirms that it has obtained and will maintain and comply with any permits, licences, permissions, consents, approvals, certificates and authorisations (whether statutory or otherwise) which are required for the performance of its obligations under the Agreement.

2.3 The Agreement Holder understands that the giving of any approval, consent or acknowledgement, or the review of any document or course of action by or on behalf of the Authority does not relieve the Agreement Holder of any of its obligations under the Agreement unless expressly permitted in writing by the Authority.

2.4 The Agreement Holder undertakes that they shall not provide false or misleading information or intentionally obstruct or fail to assist any person carrying out public functions in connection with the Agreement or commit a Prohibited Act.

2.5 The Agreement Holder understands that it is an offence to knowingly make a false representation to obtain grant aid for themselves or anyone else, and that such conduct by the Agreement Holder may attract criminal penalties.

2.6 The Agreement Holder shall make its own enquiries as to the accuracy and adequacy of any information on which it relies in connection with the Agreement.

3. Agreement Holder's obligations

3.1 In applying for and receiving the Grant, the Agreement Holder agrees to comply at all times with Parts 1 and 2 of the Agreement and any requirements set out in the Guide as a condition of receiving the Grant.

3.2 The Agreement Holder shall use the Grant for the purpose of the Project only and as specified in Part 1 of the Agreement.

3.3 The Agreement Holder undertakes to deliver the Project by the Completion Date as specified in the Agreement and shall make progress with delivery of the Project to the Authority's satisfaction.

3.4 The Agreement Holder shall start delivery of the Project within three months of the Start Date or provide the Authority with a satisfactory explanation for the delay or agree a new Start Date with the Authority.

3.5 Unless otherwise explicitly permitted in writing by the Authority, the Grant may not be used to reimburse any expenditure incurred or any financial commitments entered into by the Agreement Holder prior to the Start Date. This shall include orders placed or agreements entered into by the Agreement Holder prior to the Start Date, whether cancellable or otherwise, and in case of doubt the Agreement Holder should notify the Authority in advance.

3.6 The Agreement Holder undertakes that any items funded by the Grant in connection with the Project will remain in the Agreement Holder's ownership and be used and maintained for the purpose and in the manner for which they were intended until the End Date. The Agreement Holder shall not make any change to the ownership or use of any such item before the End Date without the Authority's prior written consent.

3.7 Subject to any provision to the contrary in the Grant Funding Agreement, the Agreement Holder must not receive any other public funding for the Items. Where other public funding is permitted, full details are set out in the Grant Funding Agreement. If the Agreement holder receives any other public funding which is not explicitly permitted in the Grant Funding Agreement, the Authority reserves the right to recover the Grant in accordance with clause 10 and/or terminate the Agreement in accordance with clause 21.

3.8 The Agreement Holder shall not obtain duplicate funding from a third party for the Project or obtain any funding for the project from a third party that, in the opinion of the Authority, is likely to bring the reputation of the Project and/or the Authority into disrepute.

3.9 The Agreement Holder shall not use the Grant to fund or cross-subsidise related, linked, parent, subsidiary, partnership, or joint venture operations based in Northern Ireland. Funds from this grant will solely be used for the purposes of England business operations only.

3.10 The Agreement Holder shall not receive funding or incur expenditure on activities that breach state aid or subsidy control rules or public procurement rules.

4. Term

4.1 The Agreement shall commence on the Start Date and, subject to any earlier termination in accordance with clause 21, it shall continue in force until the End Date.

5. The Guide

5.1 The Agreement Holder shall comply with the Guide as a condition of receiving the Grant.

5.2 The Authority reserves the right to update or amend the Guide from time to time in accordance with clause 9.1.

6. Payment of Grant

6.1 The Agreement Holder shall claim payment of the Grant at such times and for such Eligible Expenditure as specified in Part 1 of the Agreement or otherwise agreed by the parties in writing.

6.2 The Authority will only pay for Eligible Expenditure that has been fully paid for by the Agreement Holder; that contributes directly to the operation and delivery of the project; is exclusively for the project; that is for items or works that are fully complete (in place and working) by the time a claim is submitted; and is otherwise in accordance with the Agreement.

6.3 To claim payment the Agreement Holder shall submit a valid Claim Form and supporting information to the Authority in accordance with the instructions provided in the Guide and on the Claim Form.

6.4 The Authority will check and verify all claims and supporting information before a payment is made and may require the Agreement Holder to provide additional information or evidence in support of a claim within a specified deadline.

6.5 Any failure by the Agreement Holder to submit a valid Claim Form in accordance with the instructions and by the specified deadline, or to provide any additional information or evidence requested by the specified deadline, may result in enforcement action by the Authority, such as payment of the Grant being delayed, reduced or withheld. In the most severe cases, the Claim Form may be rejected in its entirety and the Agreement terminated.

6.6 Subject to the Agreement Holder's compliance with the Agreement, the Grant will be paid by the Authority via BACS transfer directly to the Agreement Holder's verified business bank or building society account, subject to the necessary funds being available when the payment falls due. The Agreement Holder agrees and accepts that payment of the Grant can only be made to the extent that the funds are available.

6.7 The Agreement Holder must notify the Authority, without delay, of any anticipated or actual changes to the Agreement Holder's bank or building society account.

6.8 Where the Authority has been notified of an actual or anticipated change to the Agreement Holder's nominated business bank or building society account, the Authority may withhold payments until such time as the Authority is satisfied that the changes have been checked and verified.

6.9 The amount of the Grant shall not be increased in the event of any overspend by the Agreement Holder in the delivery of its obligations under the Agreement. The amount of Grant shall only be

increased through the variation process and through written approval by the Authority and may not exceed the Maximum Grant.

6.10 The Grant offer has been made on the basis that the costs presented to the Authority take account of all VAT liabilities. Where the project costs increase after the date the parties have entered into this Agreement because an error has been made as to the amount of VAT payable and not recoverable by the Agreement Holder, the Authority shall be under no obligation to increase the Grant to meet any VAT liability of the Agreement Holder.

6.11 Onward payment of the Grant and the use of sub-contractors is prohibited (except with the Authority's prior written approval in accordance with the provisions of clause 8.1) and shall not relieve the Agreement Holder of any of its obligations under this Agreement, including the obligation to repay the Grant.

6.12 It is the Agreement Holder's responsibility to check all payments the Agreement Holder receives from the Authority and notify the Authority immediately if the Agreement Holder has any reason to believe that an error has occurred.

6.13 If the Agreement Holder receives any overpayment or any payment to which the Agreement Holder is not entitled (including in the event of an administrative error), the undue amount must be repaid. This includes (without limitation) situations where an incorrect sum of money has been paid, where the Authority is required to recover Grant under subsidy control Law, or where Grant has been paid in error before the Agreement Holder has complied with all conditions of the Agreement.

7. Change of circumstances

7.1 The Agreement Holder must notify the Authority, as soon as reasonably practicable, of any change in circumstances which might reasonably be expected to affect:

- (a) its continued entitlement to the Grant
- (b) its compliance with conditions subject to which the Grant is given
- (c) the ability of that person to achieve the purpose for which the Grant is given in accordance with any agreed standards or timescales or
- (d) the amount of Grant awarded or due to be awarded.

7.2 Without prejudice to clause 7.1, notifiable changes of circumstance include but are not limited to the following:

- (a) the sale or transfer of all or part of its business to a new owner
- (b) the acquisition by the Agreement Holder of any new business interests which are of significant size or value and which might reasonably be expected to affect the Agreement Holder's eligibility for the Grant
- (c) the sale or transfer of any land which might reasonably be expected to affect the Agreement
- (d) the granting, termination or expiry of any lease or tenancy which might reasonably be expected to affect the Agreement or

(e) any material change to the Agreement Holder's financial circumstances which might reasonably be expected to affect its ability to carry out the Project.

7.3 The Agreement Holder must request and obtain prior consent from the Authority in writing if they wish to grant any legal charge over any land or other asset funded in whole or in part by the Grant.

7.4 The Agreement Holder acknowledges and accepts that a notifiable change of circumstances may have consequences for the Agreement, and the Authority may at its absolute discretion take enforcement action in response in accordance with Regulation 11, for example to reduce the amount of grant, terminate the Agreement and/or recover all or part of the Grant.

8. Transfer of agreements

8.1 The Agreement Holder will not transfer, assign, novate or otherwise dispose of the whole or any part of the Agreement or any rights under it, to another organisation or individual, without the Authority's prior consent.

8.2 Where the Authority is satisfied a change of circumstances will affect one or more of the matters specified in clause 7.1, the Authority may, in its absolute discretion and in accordance with Regulation 11, accept an undertaking for the transfer of all or part of the Agreement in accordance with Regulation 12 to release the Agreement Holder from their obligations under the Agreement but excluding any obligations prior to the date of the Authority's acceptance of the undertaking. Such undertaking shall be subject to the relevant transfer and transferee complying with the provisions of Regulation 12.

8.3 Clause 8.2 does not release the Agreement Holder in respect of any breach or other matter occurring before the Authority's acceptance of the transferee's undertaking.

9. Variations / Amendments

9.1 The Authority reserves the right to vary these Terms and Conditions or any other part of the Agreement or the Guide at any time. Any variation will be made in writing and notified to the Agreement Holder in advance. The Authority shall attempt to give such notice as is reasonable and proportionate, having regard to the nature of the variation and its consequences for the Agreement Holder.

9.2 The parties may amend the Agreement by consent where consistent with the Regulations and the purposes of the Fund. No variations to the Project can be made unless expressly agreed in writing by the Authority.

9.3 Further details of the circumstances in which variations to the Project may be permitted and the process to be followed are set out in the Guide.

10. Breach

10.1 The Authority reserves the right to delay, reduce, recover or withhold payment or require repayment of the Grant in whole or in part, to withhold the whole or part of any financial assistance

payable under any financial assistance scheme to which the Agreement Holder is entitled, to terminate this Agreement in accordance with clause 21, or to prohibit the Agreement Holder from receiving financial assistance from other financial assistance schemes under the Agriculture Act 2020 for a period of up to two years if it determines, after carrying out a proportionate investigation, that any of the following circumstances applies:

- (a) the Agreement Holder, or any employee or agent of that person, has at any time, given false or misleading information to the Authority
- (b) the Agreement Holder receives or uses Grant money otherwise than in accordance with the Agreement
- (c) the Agreement Holder has failed to prevent or report actual or anticipated fraud or corruption in relation to the Grant
- (d) the Agreement Holder incurs expenditure using the Grant on activities that breach any Law
- (e) the Agreement Holder is in breach of any of the terms or conditions of the Agreement or requirements of the Guide
- (f) the Agreement Holder is in breach of any requirement to which they are subject under the Agriculture (Financial Assistance) Regulations 2021 as amended.

10.2 Where the Authority requires any part or all of the Grant to be repaid in accordance with this clause 10 the Agreement Holder shall repay this amount no later than 60 days beginning on the date on which the notification is given. If the Agreement Holder fails to repay the amount of the Grant required by the Authority within 60 days of a demand (subject to any appeal process) from the Authority for payment, the sum may be withheld from any financial assistance under section 1 of the 2020 Act, and in the alternative will be recoverable summarily as a civil debt, together with interest on that amount calculated in accordance with Regulation 28.

10.3 In addition to the Authority's rights pursuant to clause 10.1, the Authority may at its discretion take other actions available to the Authority pursuant to Regulation 24 of the Agriculture (Financial Assistance) Regulations 2021 upon a determination that any of the circumstances as set out in clause 10.1(a) – 10.1(f) has occurred. This shall include but is not limited to:

- (a) issuing a warning letter to the Agreement Holder
- (b) amending, removing or replacing a condition subject to which financial assistance is given either temporarily or permanently
- (c) amending, removing or replacing any agreed standards or timescales either temporarily or permanently and
- (d) permitting the Agreement Holder to rectify the breach within a specified period

10.4 The Authority may exercise any of its rights or remedies without prejudice to and expressly reserving any and all other rights and remedies of the Authority as contained in the Regulations and within the Agreement.

11. Monitoring, Access to documents and information, and Site visits

11.1 The Agreement Holder:

(a) shall provide the Authority with progress reports and evidence of the outputs and conditions met with each claim for payment and in accordance with instructions in the Guide and Claim Form

(b) will allow access to any land and to any relevant documents or records (or any computer, associated apparatus or material used in connection with them) to which the Agreement and the obligations contained therein relates, to any authorised person for the purpose of carrying out of a site visit or virtual check in accordance with the Regulations

(c) agrees to disclose or supply all information or evidence as may be required by the Authority in order to verify continued eligibility for and compliance with this Agreement, to review or evaluate the activities carried out under this Agreement and monitor the extent to which their purposes have been achieved, or to review or evaluate the success of the Fund as a whole. This includes annual progress reports for up to three years or until all agreed outputs have been achieved and

(d) agrees to assist and cooperate with any person authorised to carry out any such virtual or physical site visits, audit or evaluation, and shall provide access to any land, premises, plant, equipment or documents (or any computer, associated apparatus or material used in connection with them) which may be required.

11.2 If any audit or other site visit or virtual check by or on behalf of the Authority demonstrates any non-compliance by the Agreement Holder of the Agreement Holder's obligations pursuant to the Agreement and/or failure to use the Grant for its purpose under the Agreement, the Authority may:

(a) give the Agreement Holder notice specifying the way in which the Agreement Holder's performance falls short of the requirements of the Agreement or is otherwise unsatisfactory

(b) require the Agreement Holder to prepare and undertake remedial actions to make good any shortcomings and/or

(c) exercise its rights in accordance with clause 10.

11.3 Following receipt of a notice in accordance with clause 11.2 (a), the Agreement Holder shall, without prejudice to any other rights and remedies the Authority may have:

(a) remedy the cause of such non-compliance as soon reasonably practicable and in any event within a time period agreed with the Authority

(b) use all reasonable endeavours to immediately minimise the impact of such failure and to prevent such failure from recurring and

(c) immediately give the Authority such information as the Authority may request regarding what measures are being taken to comply with the obligations in this clause 11 and the progress of those measures until resolved to the satisfaction of the Authority.

12. Maintenance of accounts and records

12.1 The Agreement Holder shall keep accurate and up-to-date accounts and records of the receipt and expenditure of the Grant monies received by it and evidence of its compliance with its obligations under the Agreement which shall comply with any applicable standards and requirements set out in the Agreement, the Guide and in any separate instructions issued to the Agreement Holder.

12.2 The Agreement Holder shall keep all invoices, receipts, and accounts and any other relevant documents relating to the expenditure of the Grant for a period of at least seven years from the date of the final payment. The Authority shall have the right to review the Agreement Holder's accounts and records relating to the Grant and shall have the right to take copies of such accounts and records.

12.3 The Agreement Holder shall comply with and facilitate the Authority's compliance with all legal requirements as regards accounts, audit or examination of accounts, annual reports and annual returns applicable to itself and the Authority.

12.4 In addition to its obligations to provide information to the Authority, the Agreement Holder shall provide any of the information referred to in this clause to any other duly authorised public authority or an Auditor (or their authorised representatives or auditors) upon request.

13. Evaluation

13.1 The Agreement Holder acknowledges that as a condition of receiving the Grant funding it may be required to participate in an evaluation procedure, which may take place either during the Agreement or after its expiry or termination.

13.2 The Agreement Holder understands that its contact details may be disclosed to third parties for evaluation purposes and agrees to assist and cooperate with any person authorised by any public authority to carry out such an evaluation.

14. Conflict of interest

14.1 The Agreement Holder shall put adequate procedures in place to ensure that there is no actual or perceived risk of bias or other conflict of interest that might call into question the Agreement Holder's eligibility to receive the Grant.

15. Acknowledgement and publicity

15.1 The Authority is required by Law to publish certain specified information about agreement holders who have received relevant Grant payments.

15.2 The requirement in clause 15.1 only applies to the Agreement Holder if they have received a total value of relevant payments (as defined in the Regulations) equal to or more than £1,250 in the relevant financial year.

15.3 The specified information shall be published on a searchable database on www.gov.uk, and shall remain on that searchable database for three years from initial publication.

15.4 If the requirement in clause 15.1 applies to the Agreement Holder, the Authority will publish the following specified information:

- a. the Agreement Holder's full name;
- b. the post town, and post code and district where:
 - i. the Agreement Holder is resident, if they are a natural person;
 - ii. the Agreement Holder's registered office is located, if they are incorporated (for example, a company); or
 - iii. the Agreement Holder's primary base of business is located, if they are unincorporated (for example, a sole trader).
- c. the total Grant payments received by the Agreement Holder in the relevant financial year; and
- d. a description of the activities financed by the Grant payments.

15.5 The Agreement Holder agrees that the Authority may publish such information about the Agreement Holder's business and the grant as is necessary to comply with domestic, European and international Law on subsidy control.

15.6 The Authority or the Authority may further acknowledge the Agreement Holder's involvement in the Fund as appropriate without prior notice.

15.7 The Agreement Holder shall comply with all instructions and guidance from the Authority in relation to acknowledgement and publicity of the Grant and the Fund, including using any materials or templates which are provided to it for this purpose. Such acknowledgement and publicity may include, where appropriate, a statement on any website operated by the Agreement Holder for business purposes, and/or a poster, plaque or billboard displayed on the Agreement Holder's land or premises. Further details of the publicity requirements applicable to Agreement Holders are set out in the Guide.

15.8 Where the Agreement Holder uses the name and logo of the Authority or any other organisation in its publicity, it shall comply with all reasonable branding guidelines or instructions it is given in relation to the use of such name or logo.

15.9 The Agreement Holder agrees to participate in and co-operate with any promotional and publicity activities relating to the Farming Transformation Fund if required to do so by the Authority

or the Authority, and shall comply with all reasonable requests from the Authority to facilitate visits, provide reports, statistics, photographs and case studies that will assist.

16. Environmental requirements

16.1 The Agreement Holder shall perform the Project in accordance with the Authority's environmental policy, which is to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.

16.2 The Agreement Holder shall pay due regard to the use of recycled products, so long as they are not detrimental to the provision of the Project or the environment, to include the use of all packaging, which should be capable of recovery for re-use or recycling.

16.3 The Agreement Holder shall take all possible precautions to ensure that any equipment and materials used in the provision of the Project do not contain chlorofluorocarbons, halons or any other damaging substances, unless unavoidable, in which case the Authority shall be notified in advance of their use.

16.4 The Agreement Holder shall endeavour to reduce fuel emissions in relation to the Project wherever possible.

17. Intellectual property rights

17.1 All rights, title and interest in or to any information, data, reports, documents, procedures, forecasts, technology, know-how and any other Intellectual Property Rights whatsoever owned by or licensed to either the Authority or the Agreement Holder before the Start Date or developed by either party under the Agreement, shall remain the property of that party.

17.2 Where the Authority has allowed the Agreement Holder to use any of its Intellectual Property Rights in connection with the Agreement (including without limitation its name and logo), the Agreement Holder shall, on termination of the Agreement, cease to use such Intellectual Property Rights immediately (subject to any ongoing requirement to use Intellectual Property Rights in compliance with the publicity requirements in clause 15).

17.3 Where the Agreement Holder has provided any documents or materials to the Authority under this Agreement, the Agreement Holder shall ensure that the Authority is entitled to use such documents or materials for the purpose for which they have been provided. Where the Agreement Holder owns any Intellectual Property Rights in such documents or materials, it hereby grants a non-exclusive, royalty-free, perpetual licence to the Authority to use such Intellectual Property Rights to the extent necessary to give effect to this clause.

18. Data protection and Information

18.1 The Agreement Holder and the Authority shall comply at all times with their respective obligations under Data Protection Legislation.

18.2 For the purposes of this clause 18 the terms Personal Data, Processor, Controller, Joint Controllers and Data Subjects have the meaning given to them in the UK GDPR.

18.3 The Department for the Environment, Farming and Rural Affairs is the Controller of any Personal Data the Agreement Holder gives to the Authority. For information on how the Authority handles personal data search for [‘Rural Payments Agency Personal Information Charter’](#).

18.4 To the extent that the Agreement Holder and the Authority share any Personal Data for the purposes of this Grant, the parties accept that they are each a separate independent Controller in respect of such Personal Data. Each party:

(a) shall comply with applicable Data Protection Legislation in respect of its processing of such Personal Data

(b) shall be individually and separately responsible for its own compliance and

(c) does not and shall not process any Personal Data as Joint Controllers.

18.5 Each party shall, with respect to its processing of Personal Data as independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to the risk, that shall, at a minimum, comply with the requirements of the Data Protection Legislation.

18.6 The parties acknowledge and agree that this Agreement does not require either party to act as a Processor of the other. In the event that there is any change which requires either party to act as a Processor the parties agree, at their own cost, to enter into the standard data protection clauses set out in the Crown Commercial Services Procurement Policy Note 02/18 (as amended or replaced from time to time).

18.7 The Agreement Holder may provide Personal Data relating to the Project to the Authority and the Authority will be an independent Controller in its own right of such Personal Data. Prior to providing any Personal Data to the Authority the Agreement Holder will provide the Data Subjects with the fair processing information contained in the [privacy notice](#) published by the Authority on [www.gov.uk](#).

18.8 The Agreement Holder agrees the Authority and its Representatives may use Personal Data which they provide about their staff and partners involved in the Project to exercise the Authority’s rights under this Agreement and or to administer the Grant or associated activities. Furthermore, the Authority agrees that the Agreement Holder and their Representatives may use Personal Data that the Authority provides about its staff involved in the Project to manage its relationship with the Authority.

18.9 The provisions of clause 18.1 shall apply for the duration of the Agreement and indefinitely after its expiry.

18.10 The Agreement Holder acknowledges that the Authority is subject to the requirements of the Freedom of Information Act 2000 ("FOIA") and the Environmental Information Regulations 2004 ("EIRs").

18.11 The Agreement Holder shall provide all necessary assistance and cooperation which is reasonably requested by the Authority for the purposes of complying with their obligations under FOIA and EIRs. If they require the Agreement Holder to supply information pursuant to a FOIA/EIRs request, the Agreement Holder shall supply all such information which is within its possession or control within 5 Working Days from the date of the request by the Authority (or such other period as the Authority may reasonably require).

18.12 If the Agreement Holder receives a FOIA/EIR request from a member of the public, the Agreement Holder shall not respond to the request but shall forward the request to the Authority within 2 Working Days of receipt.

18.13 The Authority shall determine in its absolute discretion and in accordance with its obligations under Data Protection Legislation, whether any information is exempt from disclosure in accordance with the provisions of FOIA and/or the EIRs.

19. Limitation of liability

19.1 Neither party excludes or limits its liability for death or personal injury caused by its negligence, fraud or fraudulent misrepresentation, or any other liability which cannot be limited or excluded by law.

19.2 The Authority accepts no liability for any consequences, whether direct or indirect, arising from the Agreement, the use of the Grant by the Agreement Holder, or from the Authority exercising its rights under the Agreement.

19.3 Subject to clause 19.1 and 19.2, the Authority's total aggregate liability in connection with the Agreement shall not exceed the amount of the Grant.

19.4 The Agreement Holder shall indemnify the Authority and any persons acting on the Authority's behalf against all claims, demands, actions, costs, expenses, losses, damages and all other liabilities arising as a result of the actions or omissions of the Agreement Holder in connection with the Agreement.

19.5 The Agreement Holder acknowledges and accepts that if it suffers any losses which prevent it from fulfilling its obligations under the Agreement, the Authority may require the Grant to be repaid or the losses to be made good at the Agreement Holder's own expense, regardless of whether the Agreement Holder is insured against such losses.

20. Good reasons for breach

20.1 If the Authority determines that the Agreement Holder has breached the Agreement, and the Agreement Holder (or any person authorised to act on the Agreement Holder's behalf) has informed

the Authority of good reasons for the breach in accordance with the process set out in the Guide, and submitted evidence in support of those reasons, the Authority may decide that no enforcement action is required.

20.2 The Authority will consider the reasons and evidence submitted on a case-by-case basis in deciding whether or not the Agreement Holder is relieved of all or part of its obligations under the Agreement and whether to take enforcement action and will inform the Agreement Holder in writing of its decision. Further information as to what may constitute good reasons is set out in the Guide.

21. Termination

21.1 The Authority reserves the right to terminate the Agreement on written notice to the Agreement Holder if:

- a) the Agreement Holder has breached the terms of the Agreement or the Regulations or
- b) there has been a notifiable change in circumstances, whether or not the Agreement Holder has notified the Authority and whether or not the Authority has taken steps to recover the Grant or
- c) the Agreement Holder has failed to repay any sum which has become recoverable by the Authority

21.2 In addition to its right to terminate under clause 21.1 above, the Authority may terminate the Agreement and any future Grant payments on giving the Agreement Holder six months' written notice at any time. Provided that the Agreement Holder is not in breach of the Agreement, Grant payments already paid will not be recoverable in the event of termination under this clause 21.2.

21.3 The Agreement Holder may terminate the Agreement at any time by giving written notice to the Authority. The Agreement Holder understands that in such circumstances it may be required to repay all or part of the Grant and that its obligations under the Agreement shall not cease until such repayment has been made.

22. Consequences of expiry or termination

22.1 Expiry or termination of the Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of expiry or termination which existed at or before the date of expiry or termination.

22.2 Expiry or termination of the Agreement shall not affect the continuing rights and obligations of the parties under clauses 6 (Payment of Grant), 10 (Breach), 11 (Monitoring, Access to documents and information, and Site Visits), 12 (Maintenance of accounts and records), 13 (Evaluation), 15 (Acknowledgement and publicity), 17 (Intellectual property rights), 18 (Data protection and Information), 19 (Limitation of liability), 22 (Consequences of expiry or termination), 23 (Severability), 24 (Waiver), 25 (Notices), 26 (Dispute resolution), 28 (Joint and several liability), 29 (Third party rights), 30 (Governing law) or any other provision in the Agreement or the Guide which is expressly stated to survive expiry or termination of the Agreement or which is required to give effect to such termination or expiry or the consequences of such termination or expiry.

23. Severability

If any term, condition or provision of the Agreement is held to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will not affect the validity, legality and enforceability of the other provisions of or any other documents referred to in the Agreement.

24. Waiver

No failure or delay by either party to exercise any right or remedy under the Agreement shall be construed as a waiver of any other right or remedy.

25. Notices

25.1 All notices in relation to the Agreement shall be in writing and shall be deemed to have been duly given if personally delivered, e-mailed, or mailed (first class postage prepaid) using the contact details set out in Part 1 of the Agreement (or any updated address which is subsequently notified by one party to the other).

25.2 It is the Agreement Holder's responsibility to notify the Authority of any change to its contact details.

25.3 If personally delivered or if e-mailed all such notices shall be deemed to have been given when received (except that if received on a non-Working Day or after 5.00 pm on any Working Day they shall be deemed received on the next Working Day) and if mailed all such notices shall be deemed to have been given and received on the second Working Day following such mailing.

26. Dispute resolution

Any dispute arising between the parties or any complaint or appeal by the Agreement Holder in connection with the Agreement shall be resolved according to the procedure set out in the Guide.

27. No partnership or agency

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

28. Joint and several liability

Where the Agreement Holder is not a company nor an incorporated entity with a distinct legal personality of its own, the individuals who enter into the Agreement on behalf of the Agreement Holder shall be jointly and severally liable for the Agreement Holder's obligations and liabilities arising under the Agreement.

29. Third party rights

The Agreement does not and is not intended to confer any benefit on any person who is not a party to the Agreement.

30. Governing law

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