

## Application Guidance Note



Please read the following requirements before submitting a grant application.

The Fund Manager (DAI) is acting on behalf of the Authority (Defra) which is looking to award grants for GCBC. Any rights reserved to the Fund Manager may also be exercised by the Authority.

### ITA and Related Documentation

- 1. The Lead Applicant must complete all parts of the Application form in the GCBC e-platform in accordance with the instructions therein.
- 2. It is important that Applicants provide all the information asked for in the Invitation to Apply (ITA) in the order and format specified. This enables the Fund Manager to consider applications fairly and equally.
- 3. Applicants should read the ITA carefully before submitting an Application. The ITA sets out:
  - the Timetable and process for the Application;
  - sufficient information to allow Applicants to submit a compliant Application;
  - information regarding the evaluation criteria which will be used to assess the Applications; and
  - the administrative arrangements for the receipt of Applications.
- 4. Applicants are responsible for ensuring that they understand the requirements for this Application Process. If any information is unclear or if an Applicant considers that insufficient information has been provided, it should raise a query via the clarification process described below.
- 5. Applicants are responsible for ensuring that they have submitted a complete and accurate Application and that costs quoted are arithmetically correct.



- 6. By applying, Applicants accept the terms and conditions in the ITA. Failure to comply with the instructions set out in the ITA or the provision or false, inaccurate or misleading information, may result in the Applicant's exclusion from this Application Process.
- 7. **Amendments to the ITA documentation**: If the Fund Manager amends or withdraws all or any part of the ITA process at any time, Applicants will be notified. Applicants will be provided with reasonable time in which to take into account an amendment in preparing their Applications. The Fund Manager may extend the deadline for the submission of Applications and/or any other stages of the Application Process.
- 8. How we will respond to clarification requests from applicants: During the period of this competition all communications from Applicants (including their consortium members, consultants and advisers) must be undertaken using the GCBC e-platform. The Fund Manager will not respond to communications made by other means. Applicants should not rely on communications from The Fund Manager other than through GCBC e-platform (helpdesk email address noted here: infogcbc@gcbc.org.uk).
- As part of an Application, in accordance with the instructions in the GCBC e-platform, the Applicant must read and confirm acceptance of the Form of Application as required in the qualification envelope in the online application.
- 10. The Application and any documents accompanying it must be in English and submitted in accordance with the ITA.
- 11. Costs must be submitted in £ Sterling, inclusive of irrecoverable VAT.
- 12. Only applications verified as complete and compliant, in accordance with the Conditions of Application, will be evaluated.
- 13. Applicants must be explicit and comprehensive in their application as, subject to any presentations referred to below, this will be the single source of information used to score and rank applications. The Fund Manager will only take account of information specifically asked for in the ITA.



#### Changes to Applications

- 14. Applicants may modify their Applications prior to the deadline for Applications. No Applications may be modified after the deadline for Applications.
- 15. Applicants may withdraw their Applications at any time by submitting a notice via the GCBC e-platform. Unless withdrawn, Applications shall remain valid and open to acceptance by the Fund Manager for 120 days from the deadline for Applications.

#### **Receipt of Applications**

- 16. Applications must be uploaded onto the GCBC e-platform no later than the time and date set out in the Timetable as the deadline for Applications. Applications received before that deadline will remain unopened until that deadline or such time thereafter when all Applications are opened together. The Fund Manager will not consider Applications received after the deadline. The Fund Manager may, however, at its own discretion, extend the deadline and in such circumstances, the Fund Manager will notify all Applicants of any change.
- 17. If an Applicant is experiencing problems when uploading its Application, it should contact the GCBC helpdesk for assistance and inform the Fund Manager.

#### Acceptance of Applications

18. By issuing this ITA, communicating with an Applicant or an Applicant's representative or agents or any other communication in respect of this competition, the Fund Manager shall not be bound to accept any Application or award any of the funding for which Applications are invited. The Fund Manager reserves the right to withdraw or terminate the competition at any time.



### **Costs of Application**

19. Applicants shall bear their own costs and expenses incurred in the preparation and submission of their Applications. The Fund Manager will not be responsible or liable for those costs regardless of the outcome in relation to individual Applications, even if the Fund Manager amends or terminates the competition.

#### Clarifications sought by the Fund Manager

20. The Fund Manager reserves the right (but is not obliged) to seek clarification of any aspect of an Application and/or provide additional information during the evaluation phase in order to carry out a fair evaluation. Failure to respond in a timely manner and/or to provide an adequate response to such a request may result in rejection of the Application.

# Confidentiality of the ITA and related documents

- 21. The contents of this ITA and of any other documents or information published or provided by the Fund Manager in respect of this competition are provided on condition that they remain the property of the Fund Manager and are kept confidential (save in so far as they are already in the public domain). The Applicant shall take all necessary precautions to ensure that they remain confidential and not disclosed, save as described below.
- 22. Applicants may disclose information relating to the grant Application Process to their advisers and sub-grantees in the following circumstances:



- disclosure is for the purpose of enabling an Application to be submitted and the recipient of the information undertakes in writing to keep it confidential on the same terms as the Applicant;
- the Fund Manager gives prior consent to the disclosure;
- the disclosure is made for the purpose of obtaining legal advice in relation to the competition; or
- the Applicant is legally required to disclose the information.
- 23. No Applicant will undertake any publicity activities with any part of the media in relation to this ITA without the prior agreement of the Fund Manager, including agreement on the format and content of any publicity. For example, no statements may be made to the media regarding the nature of any Application, its contents or any proposals relating to it without the prior written consent of the Fund Manager.
- 24. All central government departments, their executive agencies and nondepartmental public bodies are subject to control and reporting within government. In particular, they report to the Cabinet Office and HM Treasury for all expenditure.
- 25. For these purposes, the Fund Manager may disclose within government any of the Applicant's documents and information (including any that the Applicant considers confidential and/or commercially sensitive) provided in its Application. The information will not be disclosed outside government during the Application Process. Applicants consent to these terms as part of the Application Process.

## Freedom of Information and Environmental Information Regulations

26. In accordance with the obligations and duties placed upon public authorities by the Freedom of Information Act (FOIA) and the Environmental Information Regulations (EIR), which provide a public right of access to information held by public bodies, the Fund Manager may disclose information submitted to it by an Applicant.



- 27. If an Applicant considers any information which the applicant supplies to be commercially sensitive or of a confidential nature, the Applicant should:
  - clearly identify such information as commercially sensitive;
  - explain the potential implications of disclosure of such information; and
  - provide an estimate of the period of time during which the Applicant believes that such information will remain commercially sensitive.
- 28. The Fund Manager will endeavour to maintain confidentiality of information identified by an Applicant as being confidential in nature and/or commercially sensitive. Pursuant to a request for this information under FOIA and/or EIR, the Fund Manager where practicable, will consult with an Applicant before disclosure.
- 29. However, even where information is identified by an Applicant as being confidential or commercially sensitive, Applicants acknowledge that there may be circumstances in which the Fund Manager may be required to disclose such information in accordance with the FOIA or the EIR (in addition to any other transparency obligations). In particular, the Fund Manager is required to form an independent judgment concerning whether the information is exempt from disclosure under the FOIA or the EIR and whether the public interest favours disclosure or not. Accordingly, the Fund Manager cannot guarantee that any information marked "confidential" or "commercially sensitive" will not be disclosed and accepts no liability for any loss or prejudice caused by the disclosure of information.
- 30. If an Applicant receives a request for information relating to this competition under the FOIA or the EIR during the competition, this should be passed immediately on to the Fund Manager and the Applicant should not attempt to answer the request without first consulting the Fund Manager.

### Disclaimers

31. Whilst the information in this ITA and any supporting information referred to herein or provided to the Applicants by the Fund Manager have been



prepared in good faith, the Fund Manager does not warrant (expressly or impliedly) or represent that this information is comprehensive reasonable nor accurate, or that it has been independently verified.

- 32. Neither the Fund Manager nor its respective advisors, directors, officers, members, partners, employees, other staff or agents:
  - makes any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the ITA or of any other written or oral communication transmitted (or otherwise made available) to any Applicant;
  - accepts any liability for the information contained in the ITA or any other written or oral communication (including any communications via the GCBC e-platform) transmitted (or otherwise made available) to any Applicant, or for the fairness, accuracy or completeness of that information; or
  - shall be liable for any loss or damage (other than in respect of fraudulent misrepresentation or any other liability which cannot lawfully be excluded) arising as a result of reliance on such information or any subsequent communication.
- 33. Any party considering entering into an Agreement with the Fund Manager following receipt of the ITA should make its own investigations and independent assessment of the Fund Manager and its requirements and should seek its own professional financial and legal advice.
- 34. Neither the issue of the ITA nor any of the information presented in it should be regarded as a commitment or representation on the part of the Fund Manager to enter into a grant funding agreement. Nothing in the ITA or in any other communication made between the Fund Manager and any other party, should be interpreted as constituting an agreement or representation between the Fund Manager and any other party (save for a formal award of grant funding) or as constituting an agreement or representation that grant funding shall be offered.

### Canvassing



- 35. Any Applicant which directly or indirectly canvasses any officer, member, employee, or agent of the Fund Manager or its members or any other relevant body or any of its officers or members concerning the Agreement or this Application Process or who directly or indirectly obtains or attempts to obtain information from any such officer, member, employee or agent concerning any other Applicant, Application or proposed Application will be excluded from this competition and its Application rejected.
- 36. The Applicant shall not contact any other employee, agent or consultant of the Fund Manager who is in any way connected with the GCBC during this Application Process, unless instructed otherwise by the Fund Manager.

#### **Conflicts of Interest**

- 37. The concept of a Conflict of Interest includes any situation where relevant staff members of the Fund Manager, involved in this grant Application Process have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the grant Application Process and/or affect the integrity of the grant offer.
- 38. Where the Applicant is aware of any circumstances giving rise to a Conflict of Interest or has any indication that a Conflict of Interest exists or may arise it should inform the Fund Manager of this as soon as possible (whether before or after submission of an Application). Applicants should remain alert to the possibility of conflicts of interest arising at all stages of the grant Application Process and should update the Fund Manager if any new circumstances or information arises, or there are any changes to information already provided to the Fund Manager. Failure to do so, and/or to manage properly any conflicts of interest may result in rejection of an Application.

#### Changes to an Applicant's circumstances

39. The Fund Manager may:



- reject an Application where there is a change of identity, control, financial standing or other factor which may affect the Fund Manager's evaluation of the Application; or
- revisit information contained in an Application at any time to take account of subsequent changes to an Applicant's circumstances; or
- at any point during the Application Process, require an Applicant to certify there has been no material change to information submitted in its Application and in the absence of such certificate, reject the Application.

## Joint Applications, Collaboration and Subcontracting

- 40. Where a consortia Application is proposed, Applicants are required to complete the relevant questions in the Qualification Questionnaire:
  - Relevant information should be provided in the Application in respect of each organisation that will play a significant role in the delivery of the GCBC.
  - Where an organisation in a joint Application changes at any time during the competition, the Applicants should inform the Fund Manager immediately via the GCBC e-platform. In such circumstances, the Fund Manager reserves the right to take such action, including excluding the organisation from participation in the competition, where the change in membership is material to the Fund Manager's evaluation of the Application.
  - The Applicant shall ensure that its sub-grantees and advisers abide by the terms of the ITA.

### Costs

41. As stated above, costs and any financial data provided must be submitted in £ Sterling, inclusive of irrecoverable VAT. Where official documents



include financial data in a foreign currency, a Sterling equivalent must be provided.

- 42. The Fund Manager may request a more detailed breakdown of any cost information provided as part of an Application
- 43. It is the Applicant's responsibility to ensure their Application accurately reflects their VAT liabilities. If the application is successful and it subsequently transpires there has been an error in the Application, the Fund Manager shall be under no obligation to increase Grant Funding to meet any VAT liability of the Applicant.
- 44. The value of any individual grant may not exceed 25% of the applicant's or lead consortia partner's average income/turnover for the past three years.

#### **Open Access Policy and Data Protection**

- 45. The UK Government is committed to push for greater transparency in the availability and use of data to improve accountability, decision making, and to help deliver sustainable development outcomes to people living in poverty. Projects are likely to generate significant outputs including datasets, best practices, peer-reviewed journal articles and technical reports which will be of value to other countries and stakeholders.
- 46. All evidence and data produced must be made freely available and accessible to all, unless there are particular sensitivities involved.
- 47. Data collection, analysis, management and storage protocols should be established to ensure the integrity of evidence and its subsequent use within the project, the GCBC and beyond. This includes all derived and raw data on species, land cover and land use, through appropriate national, regional and global databases. For help in identifying databases, please refer to: Compendium of guidance on key global databases related to biodiversity-related conventions[1]. We encourage that where possible and appropriate data is shared directly or indirectly with Global Biodiversity Information Facility (GBIF.org) for wider accessibility.



48. The application should demonstrate that the publication of results and secure data storage has been thought through, a plan exists, and appropriate resources are included.

#### Transparency

49. In order to support understanding and in line with the aim of the GCBC, successful project applications, along with subsequent reporting, will be published on the GCBC, Defra or UK Government websites and elsewhere. If there are any sensitivities within any of these please bring this to our attention early and these can be considered for redaction prior to publication.

#### **Payment conditions**

50. Payments to grantees will be made in arrears on a quarterly basis. The payments will be based upon the fiscal quarters:

Quarter 1 – 1st April – 30th June
Quarter 2 – 1 July – 30th September
Quarter 3 – 1st October – 31st December
Quarter 4 – 1st January – 31st March

- 51. In exceptional circumstances and with written consent of the Authority, the Fund Manager may agree an advance payment with a grantee but no payments will be made in advance of need. The Applicant will be required to provide a detailed rationale to support their request for an advance. This request will be reviewed and shared with the Authority for approval. Advance payments will only be made on this written approval.
- 52. Grantees may request payment in advance on behalf of one or more of their sub-grantees (consortia partners). To qualify for advance payment the Grantee must be a non-for-profit or a Small or Medium Enterprise. A clear justification to request a payment in advance must be provided, for example, set up costs that cannot be met without an advance payment.



53. The Fund Manager will disburse monies to grantees within 5 days of approval of the quarterly finance report and supporting documentation by the Authority . Grantees are responsible for disbursing payments to their downstream partners / Fund Managers within 5 days of receipt of the monies from the Fund Manager.

# Budget rules and requirements (eligible costs for Defra) *Travel and Subsistence*

- 54. All Travel and Subsistence should be in line with UK Government rates as amended from time to time and notified to the (successful) Applicant. Claims should always be supported by valid receipts for audit purposes and must not exceed any of the stated rates below. Should the stated rated be exceeded, Defra reserve the right to reimburse only up to the stated rate.
- 55. UK Travel Rates are included below

#### Rail Travel

All Journeys – Standard class rail unless a clear business case demonstrating value for money can be presented.

This includes international rail journeys by Eurostar and other international and overseas rail operators.

#### **Mileage Allowance**

Mileage Allowance	First 10,000 business miles in the tax year	Each business mile over 10,000 in the tax year
Private cars and vans – no public transport rate*	45p	25p
Private cars and vans – public transport rate	25p	25p
Private use car scheme rate	llp	llp
Private motorcycles	24p	24p
Passenger supplement	5p	5р



Equipment	3р	Зр
supplement**		
Bicycle	20p	20p

\*NB the 'no public transport rate' for car and van travel can only be claimed where the use of a private vehicle for the journey is essential e.g. on grounds of disability or where there is no practical public transport alternative. If the use of the vehicle is not essential the 'public transport rate' should be claimed.

\*\* Under HMRC rules this expense is taxable.

#### **UK Subsistence**

Location	Rate
London (Bed and Breakfast)	£130
Bristol (Bed and Breakfast)	£100
Warrington (Bed and Breakfast)	£90
Reading (Bed and Breakfast)	£85
UK Other (Bed and Breakfast)	£75

