

[Applicant name and address]

[Date]

## **Memorandum of Understanding (MoU)**

**Project title: Coronation Community Orchard – 2023/4**

**WODC ref: [Project reference number]**

**Total grant value: £[XXXX]**

This Memorandum of Understanding (MoU) sets out the formal administrative arrangements which will apply to this grant. Please note that all appendices form part of this agreement between West Oxfordshire District Council (WODC) and [Grant Recipient]. WODC reserves the right to amend the terms within this draft document before issue to successful applicants.

### **1. Key contacts**

1.1. The names and contact details of the people responsible for this project are included in Appendix I. If any of these details are incorrect, please inform WODC so that the document can be amended before signing.

### **2. Declarations**

2.1. In signing this MoU, [Grant Recipient] confirms the following;

- a) the declarations made in the application for the grant remain true and accurate to the best of your knowledge and belief;
- b) you have full capacity and authority to enter into the Agreement, and execute your obligations within, (if you are a tenant you will need to provide us with confirmation of the landlord's consent and if you are not the sole owner of land within the application you will need to provide us with confirmation of all other landowners' consent);
- c) you shall use the grant only for the purposes of the Coronation Living Heritage Fund Community Orchard and in accordance with the terms set out in this MoU;
- d) you are not aware of any circumstances which would prevent you from fulfilling your obligations under this MoU;
- e) if there are any changes (financial or otherwise) to your circumstances which could affect your eligibility or suitability for the grant or your ability to fulfil your obligations under the Agreement, you will notify WODC in writing without delay;
- f) you agree that the trees planted with support under this grant will be maintained for at least five years from the date of planting to ensure successful establishment of the trees across planting area set out in your application;
- g) you understand that work undertaken before the commencement date of your agreement will not be funded;
- h) all required licences, consents and permissions will be in place prior to work commencing;

- i) you agree to undertake the work with reasonable care, thoroughness, competence and to a good standard;
- j) you agree to start the activities and/or services within the time set out for this project and to make reasonable progress and to carry out services to the WODC's satisfaction; and
- k) you agree to take steps to ensure that neither you, your employees or volunteers are placed in a position where there may be an actual or potential conflict of interest between the interests of those persons or your organisation and duties owed to WODC under this MoU. You must inform WODC about any conflict that may arise.

### **3. Confirmation of eligibility**

3.1. In signing this MoU, [Grant Recipient] confirms and acknowledges the following;

- a) your proposal to plant trees is free from commercial intent and there shall be no attempt to commercially exploit any woodlands and/or any assets partly bought, restored, conserved ,or improved or created or materially affected by the grant funding;
- b) the land in respect of which the grant is to be paid is eligible land and that there are no legal or other restrictions affecting the eligible land which prevent the completion of the tree planting;
- c) The Biosecure Procurement Requirement will be met by sourcing the trees from suppliers who can provide you with evidence that they meet the requirements set out in the Plant Health Management Standard, or if you not purchasing trees from a commercial supplier, you are content that good biosecurity practices have been followed by familiarising yourself with the biosecurity measures that ae in place to reduce the risks to those trees from diseases and insect pests;
- d) A minimum of three quotes have been attained and submitted to WODC for the items requested as part [Grant Recipient]'s application to demonstrate best value for money; and
- e) [Grant Recipient] has the capacity to undertake maintenance of the trees planted for at least five years from planting.

### **4. Grant payment and reporting periods**

<b>Project year</b>	<b>Project period</b>	<b>Grant amount and transfer date</b>		<b>Report type and date due</b>	
<b>Year 1</b>	2 February 2024 – 31 December 2024	£[Grant amount]	[Date, TBD]	Planting and expenditure report	31 March 2024
<b>Year 2</b>	1 January 2025 – 31 December 2025	-	-	Photo of trees in situ	30 June 2025
<b>Year 3</b>	1 January 2026 – 31 December 2026	-	-	Photo of trees in situ	30 June 2026
<b>Year 4</b>	1 January 2027 – 31 December 2027	-	-	Photo of trees in situ	30 June 2026

- 4.1. The table above shows the dates when the grant will be disbursed and the dates when you are required to report. WODC reserves the right to request a refund of any money paid if the annual reports are received late and/or show unacceptable performance and/or misuse of funds.
- 4.2. Shortly before your report and photographs are due, we will send you the report format for completion. You must use the format given and follow all instructions; please do not modify the structure of the report or omit elements of it unless agreed with WODC. We reserve the right to change or modify the format of our reporting requirements.
- 4.3. As the grant is for a fixed number of Pounds Sterling, the amount available to you in your currency of operation may change as the exchange rate fluctuates during the life of the project. Any surplus must be used for the purposes stated in the agreed proposal, and the details of how the surplus has been used must be included in your progress report. Regrettably, WODC cannot be liable for any shortfall resulting from exchange rate fluctuations. Unspent balances at the end of the project are repayable to WODC unless otherwise agreed in writing.

## **5. Transfer of funds**

- 5.1. Funds will be sent to you in Pounds Sterling (£). Funds will be transferred to the bank account detailed in Appendix 2.
- 5.2. [GRANT RECIPIENT] must acknowledge receipt of the funds sent by WODC. After each transfer, [GRANT RECIPIENT] will return a letter of receipt on headed paper to WODC within 7 days.

## **6. Grant purpose**

- 6.1. The grant is to be used as stated in your application dated [date of application submission] which is included as Appendix 3.
- 6.2. The trees funded as part of this grant must be planted before 31 March 2024. If any changes occur, which in the opinion of WODC significantly impair the developmental value of the project, WODC and [GRANT RECIPIENT] will consult on measures to resolve the problem and agree a course of action. In the event of such changes WODC reserves the right to modify or terminate its financial contribution to the project giving reasonable notice in writing. All remaining funds, other than those irrevocably committed in good faith before the date of termination and those agreed between the two participants as being required to finalise activities, will be returned to WODC.
- 6.3. WODC will not be responsible for the activities of any person, or third party engaged by [GRANT RECIPIENT] for this project, nor will WODC be liable for any costs incurred by [GRANT RECIPIENT] in terminating the engagement of any such person or third party.

## **7. Communication**

- 7.1. [GRANT RECIPIENT] will respond in a timely manner to all communication from WODC (aiming to respond to all correspondence within 10 working days of receipt, and correspondence requesting an urgent response within 5 working days).

## **8. Financial systems and procedures**

- 8.1. WODC is required to take reasonable steps to ensure that systems are in place to manage project funds so that good practice is adhered to and that the risk of funds being misused, whether by error or by fraud, is minimised. WODC has adopted such systems itself and needs to document the

systems which partner [GRANT RECIPIENT] has adopted and ensure they are following the same standards.

8.2. The following financial management and accounting standards are required:

- Project income and expenditure must at all times be identified separately in your accounting system so that it can be demonstrated to WODC that funds have been expended on agreed project activities only;
- The grant is to be used as stated in the budget in your application (Appendix 3). If you intend to increase or decrease the expenditure on any item by an amount exceeding 5% of the total budget, you must ask WODC to approve this change in advance.
- Expenditure must be recorded in the month when it occurs;
- [GRANT RECIPIENT] must ensure that the financial systems make it easy to track any expenditure item from the corresponding ledger entries to the supporting documents (and vice versa), and retain receipts and supporting documents for all expenditure for confirmation by WODC.
- [GRANT RECIPIENT] will be liable for all funds received from WODC and will be responsible for replacing any funds which are misappropriated or where [GRANT RECIPIENT] is unable to substantiate that the funds were expended on the project.
- [GRANT RECIPIENT] will ensure that project employees or activities funded by WODC are not double funded.
- [GRANT RECIPIENT] will ensure that all funds received from WODC are recorded as a restricted grant in the annual accounts of [GRANT RECIPIENT], and WODC reserves the right to verify that this has been done.

**9. Liability**

- 9.1. [GRANT RECIPIENT] retains full legal liability for all activities carried out with the funding provided by WODC and acknowledges that WODC bears no liability for any acts of commission or omission by [GRANT RECIPIENT] or their effects.
- 9.2. You must consider any possible risks involved in carrying out the Funded Activities and take appropriate action to protect everyone involved. This will include implementing health and safety and fire safety advice and meeting any legal obligations.

**10. Fraud and corruption**

10.1. WODC is committed to the highest possible standards of openness, probity, and accountability in order to ensure the proper use of funds. WODC takes a zero-tolerance approach to bribery and corruption and is committed to acting professionally, fairly and with integrity in all dealings and relationships and strives at all times to be compliant with the Bribery Act 2010.

10.2. [GRANT RECIPIENT] agrees that it shall:

- Take all reasonable steps to guard against fraud and corruption and where fraud and corruption is suspected to take immediate steps to address the wrongdoing;

- Maintain in place throughout the term of this relationship its own policies and procedures, relating to bribery and corruption;
- Promptly report to WODC any request or demand for any undue financial or other advantage of any kind received by third party in connection with the performance of the project.

10.3.WODC reserves the right to terminate this relationship at any time should we believe that you have failed to comply with the above.

## 11. **WODC monitoring visits**

11.1.Overall progress of the project will be monitored through contact between [GRANT RECIPIENT] and WODC. WODC staff or representatives may visit the planting site at any time during or after the project period to assess progress made on the project and finances; we will inform you in advance of such visits.

## 12. **Evaluation**

12.1.A formal external evaluation may be carried out at or around the end of the project. If so, it will be arranged by WODC and Terms of Reference (ToRs) will be mutually agreed in advance.

## 13. **Publicity**

13.1.WODC's funding of this project will be highlighted at every appropriate opportunity and will always be included in promotional materials and media activity on the project. WODC is happy to provide any additional information you may want to include in any media or promotional activities. The scheme will also be promoted as being in connection with the King's Coronation as part of the Department for Environment, Food & Rural Affairs' Coronation Living Heritage Fund.

13.2.WODC will be permitted to promote your project, and be able to publish images of the results of your project on our social and in-print media.

## 14. **Project images and testimony**

14.1.As part of the progress reports that we require you to complete we will ask for examples of beneficiary testimony in the form of quotes along with other information. We will also ask for images of the project and the people involved in it to be provided.

14.2.[GRANT RECIPIENT] agrees that WODC shall be free to use all images, testimonies and reports supplied by [GRANT RECIPIENT] pursuant to this memorandum of understanding in promotional and communications materials including if relevant, reports to other funders; these may be used for general appeals as well as appeals for your specific project. WODC will always refer to [GRANT RECIPIENT] as the source of these images and testimony.

14.3.You must obtain permission from participants involved in the planting and maintenance sessions before sharing photographs or film of them.

## 15. **WODC policies**

15.1.WODC has policies on (amongst others):

- Counter Fraud and Anti Corruption
- Equality
- Safeguarding
- Whistleblowing

15.2. These policies are available to our partners on our website at <https://www.westoxon.gov.uk/about-the-council/plans-and-policies/policies-and-strategies/> and we expect our partners to follow them. We also provide clear guidelines on child labour and animal welfare.

15.3. Safeguarding means taking all reasonable steps to prevent harm, particularly sexual exploitation, abuse, and harassment from occurring; to protect people, especially vulnerable adults, and children, from that harm; and to respond appropriately when harm does occur.

15.4. WODC believes that everyone we come into contact with, regardless of age, gender, disability, sexual orientation, religion, or ethnic origin has the right to be protected from all forms of harm, abuse, neglect, and exploitation. WODC will not tolerate abuse and exploitation by staff or associated personnel.

15.5. We cannot support projects which are obliged by law or for any other reason to act against the human rights of minorities or to discriminate against people on the basis of their sexual orientation, ethnicity or religion.

**16. What to do next**

16.1. Sign a copy of this MoU, initial each page (including the appendices), and keep one for your own records.

16.2. Email a signed copy of this MoU to us as soon as possible so that we can process the transfer of funds.

We look forward to working with you on this programme.

Attached:

*Appendix 1: Key Contacts*

*Appendix 2: Bank details form*

*Appendix 3: [GRANT RECIPIENT] application dated xx/xx/xxxx*

Please note that all appendices form part of this agreement between WODC and [GRANT RECIPIENT]. By signing below you are accepting the terms of this MoU.

SIGNED on behalf of )  
 WEST OXFORDSHIRE )  
 DISTRICT COUNCIL )

Authorised Signatory

SIGNED by )  
an authorised signatory for and )  
on behalf of [Grant Recipient]. )

Authorised Signatory

**Appendix I: Key Contacts**

	<b>[GRANT RECIPIENT]</b>	<b>West Oxfordshire District Council</b>
Name		
Position		
E-mail address		
Telephone		
Postal address		
Physical address		

Appendix 2: Bank details form to receive funds from WODC

Beneficiary's bank account name:	
Beneficiary's bank account number:	
Beneficiary's bank sort count number:	
Beneficiary's postal address	

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