

**WISER Programme: Grant Agreement Terms and Conditions**

**Grant Fund Agreement**

between

MET OFFICE (as Fund Manager) for and on behalf of the SECRETARY OF STATE FOR THE DEPARTMENT FOR BUSINESS, ENERGY AND INDUSTRIAL STRATEGY OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND whose principal place of business is at Fitzroy Road, Exeter, Devon EX1 3PB ("FUND MANAGER")

and

("Beneficiary")

Together the Parties in relation to the Project titled

**INSERT**

## CONTENTS

Clause	Page
1. DEFINITIONS.....	2
2. DURATION AND PURPOSE OF THE AGREEMENT .....	6
3. PAYMENT TERMS .....	6
4. ELIGIBLE AND INELIGIBLE EXPENDITURE .....	7
5. MONITORING AND REPORTING .....	7
6. CHANGE MANAGEMENT .....	8
7. AUDITING AND ASSURANCE .....	8
8. FINANCIAL MANAGEMENT AND PREVENTION OF BRIBERY, CORRUPTION, FRAUD AND OTHER IRREGULARITY .....	9
9. BRIBERY AND MODERN SLAVERY .....	9
10. TERRORIST FINANCING .....	10
11. SAFEGUARDING FOR THE PREVENTION OF SEXUAL EXPLOITATION AND ABUSE AND SEXUAL HARASSMENT .....	10
12. CYBER SECURITY .....	11
13. CONFLICTS OF INTEREST .....	11
14. COMMUNICATIONS AND BRANDING .....	11
15. PROCUREMENT .....	11
16. ASSETS .....	11
17. INTELLECTUAL PROPERTY RIGHTS .....	12
18. ENVIRONMENTAL REQUIREMENTS .....	12
19. LIMITATION OF LIABILITY .....	12
20. CONFIDENTIALITY .....	13
21. INFORMATION AND DATA PROTECTION .....	13
22. INSURANCE .....	13
23. SUBSIDY CONTROL .....	14
24. RISK MANAGEMENT .....	14
25. TRANSPARENCY .....	14
26. STATUTORY DUTIES .....	15
27. AUDIT AND INDEPENDENT EVALUATIONS.....	15
28. WARRANTIES .....	15
29. LIMITATION OF LIABILITY .....	16
30. NO LIABILITY FOR THIRD PARTY CLAIMS .....	16
31. DISPUTE RESOLUTION .....	16
32. TERMINATION.....	16
33. CHANGE OF CONTROL .....	18
34. RELATIONSHIP OF THE PARTIES .....	18
35. ASSIGNMENT .....	18
36. FORCE MAJEURE.....	18
37. GOVERNING LAW.....	19
38. PREVAILING LANGUAGE.....	19
39. COUNTERPARTS.....	19
APPENDIX 1.....	21
Capex Terms .....	21
Appendix 2: Payment and Invoicing Schedule.....	23
Appendix 3: The Grant Activities.....	23

## AGREEMENT SUMMARY

<b>Parties:</b>	<p>The Met Office for and on behalf of the Secretary of State for the Department for Business, Energy and Industrial Strategy of the United Kingdom of Great Britain and Northern Ireland whose principal place of business is at Fitzroy Road, Exeter, Devon EX1 3PB (the <b>Met Office</b>).</p> <p>[Insert name and address details of the grant recipient] (the <b>Beneficiary</b>).</p>
<b>Designated Representatives:</b>	<p>The Met Office:</p> <p>Beneficiary: [Insert details of the relevant contact at the Beneficiary].</p> <p>or such other person as is notified by a party to the other in writing.</p>
<b>Commencement Date:</b>	[Insert details]
<b>End date:</b>	[Insert details]
<b>Permitted Sub-Contractors:</b>	[Insert details of permitted sub-contractors].
<b>Fees and expenses:</b>	<p>[Insert details of any permitted fees and/or expenses]</p> <p>The fees above are inclusive of all travel and expenses.</p>

DATE [INSERT DATE OF FINAL SIGNATURE]

## PARTIES

- (1) The Met Office for and on behalf of the Secretary of State for the Department for Business, Energy and Industrial Strategy of the United Kingdom of Great Britain and Northern Ireland whose principal place of business is at Fitzroy Road, Exeter, Devon EX1 3PB (the **Met Office**).
- (2) [Insert name and address details of the grant recipient per the title page to this Agreement] (the **Beneficiary**)

## 1. DEFINITIONS

Where they appear in this Agreement:

<b>Agreement</b>	this grant funding agreement.
<b>Agreement Summary</b>	the summary at the front page of this Agreement.
<b>Asset</b>	any asset purchased or developed using the Grant including land, buildings, plant and equipment acquired, developed, enhanced, constructed in connection with the Grant Activities.
<b>Background IPR</b>	the Beneficiary's Background IPR and the Met Office's Background IPR.
<b>BEIS</b>	Department for Business, Energy and Industrial Strategy
<b>Beneficiary</b>	the organisation in receipt of the Grant, which will be undertaking the Grant Activities.
<b>Beneficiary Background IPR</b>	Intellectual Property Rights owned by or licensed to the Beneficiary before the Commencement Date (for example those subsisting in the Beneficiary's know-how, software, tools, equipment, code, algorithms, processes documentation, policies and procedures) and Intellectual Property Rights created by or licensed to the Beneficiary independently of this Agreement, which in each case is or will be used before or during the term of this Agreement for implementing and providing the Grant Activities.
<b>Bribery Act</b>	the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation.
<b>Call</b>	the call for bids released by the Met Office in respect of the Grant Activities.
<b>Call Documentation</b>	the documentation issued by the Met Office in respect of the Call.
<b>Change of Control</b>	means the sale of all or substantially all the assets of the Beneficiary, any merger, consolidation or acquisition of the Beneficiary with, by or into another corporation, entity or person, or any change in the ownership of more than fifty percent (50%) of the voting capital stock of the Beneficiary in one or more related transaction.
<b>Commencement Date</b>	the start date stated in the Agreement Summary.

<b>Confidential Information</b>	<p>any information (however conveyed, recorded or preserved), whether technical or commercial, disclosed by a Party or its Personnel to another Party (and/or that Party's personnel) whether before or after the date of this Agreement, including but not limited to:</p> <p>any information identified as confidential at the time of disclosure;</p> <p>any information that ought reasonably to be considered to be confidential (whether or not it is so marked) relating to:</p> <p style="padding-left: 40px;">the business, affairs, customers, clients, suppliers or plans of the disclosing Party, BEIS or FCDO; and</p> <p style="padding-left: 40px;">the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing Party, BEIS or FCDO; and</p> <p>any information developed by the Parties, BEIS or FCDO in the course of delivering the Grant Activities;</p> <p>any Personal Data supplied by either Party to the other for the purposes of, or in connection with, this Agreement; and</p> <p>any information derived from any of the above.</p>
<b>Crown Body</b>	<p>the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf.</p>
<b>Data Protection Legislation</b>	<p>all laws and regulations applicable in the UK from time to time, in each case pertaining to the security, confidentiality, protection or privacy of Personal Data, as amended or re-enacted from time to time, including (without limitation and to the extent applicable) the EU GDPR, UK GDPR and the Data Protection Act 2018 (and references to the GDPR shall refer to the UK GDPR or EU GDPR as applicable).</p>
<b>Default</b>	<p>means an event or circumstance encountered by the Beneficiary as set out at clause 32.2.</p>
<b>Designated Representatives</b>	<p>the representatives of the Met Office and the Beneficiary identified in the Agreement Summary or, in the case of Met Office, as otherwise notified by Met Office to the Beneficiary from time-to-time.</p>
<b>EIR</b>	<p>the Environmental Information Regulations 2004.</p>
<b>Eligible Expenditure</b>	<p>expenditure incurred by the Beneficiary for the purposes of delivering the Grant Activities which comply in all respects with the eligibility rules set out at Appendix 4.</p>
<b>End Date</b>	<p>the End Date set out in the Agreement Summary.</p>
<b>FCDO</b>	<p>the Foreign, Commonwealth and Development Office.</p>
<b>FOIA</b>	<p>the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any</p>

	guidance or codes of practice issued by the relevant government department concerning the legislation.
<b>Force Majeure</b>	the meaning set out in Clause 36.
<b>Grant</b>	the financial grant payable to the Beneficiary under this Agreement in relation to undertaking the Grant Activities.
<b>Grant Activities</b>	the activities, milestones, and all associated contractual outputs which are required to meet the Met Office's objectives detailed in the Call Documentation.
<b>Grant Period</b>	the period from the Commencement Date until the earlier of the End Date and the date of termination of this Agreement.
<b>HRA</b>	Human Rights Act 1998
<b>Ineligible Expenditure</b>	expenditure incurred by the Beneficiary which is not Eligible Expenditure.
<b>Information Acts</b>	the Data Protection Legislation, FOIA and the EIR, as amended from time to time.
<b>Intellectual Property Rights</b>	copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade names, designs, Know-How, trade secrets and any modifications, amendments, updates and new releases of the same and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
<b>Know-How</b>	information, data, know-how or experience whether patentable or not and including but not limited to any technical and commercial information relating to research, design, development, manufacture, use or sale but excluding Personal Data.
<b>Law</b>	any applicable law, statute, byelaw, regulation, order, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements of any regulatory body, delegated or subordinate legislation.
<b>Met Office Background IPR</b>	Intellectual Property Rights owned by the Met Office before the Commencement Date, including Intellectual Property Rights contained in Met Office's Know-How, software, tools, equipment, code, algorithms, processes documentation, policies and procedures;  Intellectual Property Rights created by the Met Office (or third parties on its behalf), independently of this Grant Agreement;  Crown copyright which is not available to the Beneficiary otherwise than under this Grant Agreement.
<b>Personal Data</b>	shall have the meaning set out in the Data Protection Legislation as amended from time to time.
<b>Personnel</b>	all directors, officers, employees, agents, advisers, contractors and consultants of the relevant Party and of any subcontractors who are engaged in the provision or receipt (as appropriate) of the Grant

Activities from time to time or otherwise engaged in the performance of the relevant Party's obligations under this Agreement.

**Procurement Regulations** the Public Contracts Regulations 2015, Concession Contracts Regulations 2016, Defence Security Public Contracts Regulations 2011 and the Utilities and Contracts Regulations 2016 together with their amendments, updates and replacements from time to time.

**Prohibited Act** directly or indirectly offering, giving or agreeing to give to any servant of the Met Office or Crown Body any gift or consideration of any kind as an inducement or reward for:

doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Agreement; or

showing or not showing favour or disfavour to any person in relation to this Agreement;

committing any offence:

under the Bribery Act;

under legislation creating offences in respect of fraudulent acts; or

at common law in respect of fraudulent acts in relation to this Agreement; or

defrauding or attempting to defraud or conspiring to defraud the Met Office or any Crown Body; or

committing any offence under the Modern Slavery Act 2015.

**The Met Office** The Met Office, whose address is Fitzroy Road, Exeter, Devon, EX1 3PB, an Executive Agency of BEIS.

**UK Subsidy Control Regime** all laws, rules, regulations, and technical guidance published by the UK Government concerning the United Kingdom's obligations not to offer unlawful subsidies. Such obligations include, but are not limited to, obligations arising under Chapter 3 of the EU-UK Trade and Cooperation Agreement, and the World Trade Organization Agreement on Subsidies and Countervailing Measures.

**WISER Programme** **[Insert Met Office definition]**

**Working Day** Monday to Friday 09:00am to 17:00pm (inclusive) excluding bank or public holidays in England.

- 1.1 A person includes an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body and that person's personal representatives, successors or permitted assigns.
- 1.2 A reference to a **Party** shall be to the Met Office or the Beneficiary (as appropriate) and the expression **Parties** shall be construed accordingly.
- 1.3 Words in the singular shall include the plural and vice versa.
- 1.4 Reference to a gender includes reference to other genders and the neuter.

- 1.5 A reference to any statute, statutory provision, subordinate legislation, code or guideline (**legislation**) shall, unless the context otherwise requires, be construed as a reference to such legislation as the same may from time to time be amended, consolidated, modified, extended, re-enacted, replaced, superseded or substituted.
- 1.6 A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.7 A reference to writing or written includes faxes and e-mail.
- 1.8 Any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

## **2. DURATION AND PURPOSE OF THE AGREEMENT**

- 2.1 This Agreement starts on [xx Month 20xx] (the Commencement Date) and ends on [xx Month 20xx]. Unless terminated earlier in accordance with this Agreement.
- 2.2 The Beneficiary shall use the Grant solely for the delivery of the Grant Activities.
- 2.3 If the Met Office wants to make a change to the Grant Activities (including for example reducing the Grant or removing some of the Grant Activities from the Grant) it may do so on reasonable written notice to the Beneficiary.
- 2.4 Any change to the duration of this Agreement shall be recorded as a variation in accordance with Clause 6 of this Agreement.
- 2.5 Subject to the terms of this Agreement, the Met Office grants to the Beneficiary the funds necessary to accomplish the Grant Activities. The Grant shall be used exclusively for the Project as specified in this Agreement and not for any other purposes.

## **3. PAYMENT TERMS**

- 3.1 The Met Office shall pay the Beneficiary an amount not exceeding [insert the total Grant amount in words and pounds sterling] on a reimbursement basis upon receipt of a request for funds, an invoice and satisfactory evidence of completion of the agreed delivery in accordance with the payment and invoicing schedule (Appendix 2).
- 3.2 In exceptional circumstances the Met Office may, at its sole discretion, make Grant payments in advance of expenditure. Where this is the case, prior to any payment being made the Beneficiary must provide the Met Office with all necessary evidence, documentation and information it requests to satisfy any relevant internal policy or reporting requirements.
- 3.3 Unless otherwise stated in this Agreement, payment of the Grant will be made within 30 days of the Met Office approving the Beneficiary's invoice.
- 3.4 The Met Office will have no liability to the Beneficiary for any losses caused by a delay in the payment of an invoice or advance payment (as applicable), however this might arise.
- 3.5 The Met Office reserves the right not to pay any invoices which are not submitted by [insert provision e.g. by the x Working Day of the relevant instalment period if applicable].
- 3.6 The Met Office reserves the right not to pay the Grant until it is satisfied that such payment has been used for proper expenditure in the delivery of the Project and upon receipt of a properly authorised invoice with full supporting documentation or the requirements of clause 3.2 regarding advance payment have been satisfied.
- 3.7 Any and all disbursements made under this Agreement are entirely contingent upon disbursement to the Met Office by FCDO of advance funding for the Project Activities.



- 3.8 The Met Office shall not be responsible for any exchange rate losses or fluctuations, and the £ sterling version of the budget is the reference document.
- 3.9 Any interest accrued from the Grant may, with FCDO's prior written consent (obtained by the Met Office), be used to fund additional Project Activities.
- 3.10 The Beneficiary shall collect and retain original receipts for all expenditure. The Beneficiary may permit their Sub-Contractors to retain original receipts where the Beneficiary can demonstrate due diligence in ensuring the Sub-Contractor has the capacity to securely retain such documents. In exceptional circumstances where expenses are incurred where receipts are not available, the Beneficiary and Sub-Contractor must agree a structured and transparent approach for accounting for such expenditure. Payment shall be made in sterling in the UK. Unless agreed otherwise expenses (if any) arising in foreign currency shall be reimbursed at the exchange rate stated in OANDA (www.oanda.com) on the Friday immediately preceding the date on which the purchase was made or services acquired or, if this took place on a Friday, at the rate so stated on that day.
- 3.11 The Beneficiary and all Sub-contractors must adhere to the Met Office's travel and subsistence policy. It is a requirement that all travel expenses should be based on market rates and should be accounted for with original receipts. The Beneficiary should make every effort to collect receipts where possible. Daily Subsistence Allowances (DSA) are not permitted. No other exceptional allowance payment should be used (including Per Diem allowances).

#### **4. ELIGIBLE AND INELIGIBLE EXPENDITURE**

- 4.1 The Met Office will only pay the Grant in respect of Eligible Expenditure incurred by the Beneficiary to deliver the Grant Activities and the Beneficiary will use the Grant solely for delivery of the Grant Activities.

#### **5. MONITORING AND REPORTING**

- 5.1 The Beneficiary shall closely monitor the delivery and success of the Grant Activities for the duration of this Agreement to ensure that the aims and objectives of the Grant Activities are achieved.
- 5.2 The Beneficiary shall provide the Met Office with all reasonable assistance and co-operation in relation to any ad-hoc information, explanations and documents as the Met Office may require, from time to time, so the Met Office may establish if the Beneficiary has used the Grant in accordance with this Agreement.
- 5.3 The Beneficiary shall also provide the Met Office with **annual report/quarterly report/report at intervals to be determined by the Met Office** on:
- 5.3.1 the progress made towards achieving the agreed outputs. Where possible, the report will quantify what has been achieved by reference to the Grant Activities' targets; and
  - 5.3.2 if relevant, provide details of any procurement activity, Assets either acquired or improved using the Grant.
- 5.4 The Beneficiary will permit any person authorised by the Met Office reasonable access, with or without notice, to its employees, agents, premises, facilities and records, for the purpose of discussing, monitoring and evaluating and auditing the Beneficiary's fulfilment of its obligations under this Agreement and will, if so required, provide appropriate oral or written explanations to such authorised persons as required for the duration of this Agreement.
- 5.5 The Beneficiary will notify the Met Office as soon as reasonably practicable of:
- 5.5.1 any actual or potential failure to comply with any of its obligations under this Agreement, which includes those caused by any administrative, financial or managerial difficulties; and

- 5.5.2 actual or potential variations to the Eligible Expenditure set out in Appendix 4 of this Agreement and/or any event which materially affects the continued accuracy of such information.
- 5.6 The Beneficiary represents and undertakes (and shall repeat such representations on delivery of its [annual/quarterly report]):
  - 5.6.1 that the reports and information it gives pursuant to this Clause 5 are accurate;
  - 5.6.2 that it has diligently made full and proper enquiry of the matter pertaining to the reports and information given; and
  - 5.6.3 that any data it provided pursuant to an application for the Grant may be shared within the powers conferred by legislation with other organisations for the purpose of preventing or detecting crime.

## **6. CHANGE MANAGEMENT**

- 6.1 Either Party may propose changes to this Agreement but a change will only become effective if agreed in writing and signed by both Parties. The Met Office will be responsible for issuing such written notice of change for signature by the Parties.
- 6.2 If the Beneficiary wishes to make a change to this Agreement it shall notify the Met Office providing as much detail as reasonably necessary to enable the Met Office to understand the proposal, and, if accepted by the Met Office, prepare written notice of change. The Met Office is not required to accept a change request made by the Beneficiary.
- 6.3 If the Met Office wishes to make a change to this Agreement, it shall provide details in writing to the Beneficiary.
- 6.4 If the Parties:
  - 6.4.1 agree to a change, they shall sign it and that change will amend this Agreement; or
  - 6.4.2 are unable to agree a change, either Party may require the disagreement to be dealt with in accordance with Clause 31 (dispute resolution).

## **7. AUDITING AND ASSURANCE**

- 7.1 The Met Office will take the necessary steps throughout the implementation of this Agreement to assess the internal controls and systems (including the Beneficiary's adherence to safeguarding standards) to determine:
  - 7.1.1 the reliability, integrity and efficiency of the Beneficiary and their controls, systems and processes including compliance with applicable legislation, regulations, rules, policies and procedures;
  - 7.1.2 whether the Beneficiary can successfully deliver the relevant outputs based on its processes and past experience, and whether it has sufficient staff capacity and capacity available;
  - 7.1.3 the Beneficiary's ability to correctly manage and account for aid moneys and assets as well as its financial health; and
  - 7.1.4 where appropriate, whether the Beneficiary has sufficient capacity to properly monitor and control any sub-grantee or sub-contractor.
- 7.2 The Met Office will share its assessment of the above with FCDO upon request.

- 7.3 If required, the Met Office shall organise, and pay for an independent audit of the use of the Grant by a nationally registered or certified auditor agreed in advance by the Met Office.
- 7.4 The Beneficiary shall retain all financial records and any substantiating documentation including but not limited to bills, invoices, cancelled checks, receipts, personnel time reports, and any other records pertinent to this Agreement for six years after the submission of any reports required under this Agreement.
- 7.5 For the duration of this Agreement, the Met Office or its agents, during normal working hours, shall have full and free access to inspect, audit and make extracts from such books and records, provided that reasonable advance notice is given to Beneficiary.
- 7.6 Any audit conducted under this Agreement shall be requested within six years of the termination of this Agreement. Following a request to audit, documentation must not be destroyed until further notice. The Met Office may instruct an audit agency and/or technical evaluators to conduct spot checks on financial records and will notify the Beneficiary in advance.

## **8. FINANCIAL MANAGEMENT AND PREVENTION OF BRIBERY, CORRUPTION, FRAUD AND OTHER IRREGULARITY**

- 8.1 The Beneficiary will immediately notify the Met Office of any event which interferes or threatens to materially interfere with the successful implementation of the project, whether financed in full or in part by the Met Office, including credible suspicion of or actual fraud, corruption or any other financial irregularity or impropriety.
- 8.2 The Met Office and Beneficiary have a zero-tolerance approach towards fraud and fraudulent behaviour that may lead to the misuse of the Grant and agree in principle to recover such funds. The Beneficiary will, at first, take timely and appropriate action to investigate credible allegations of fraud, however both Parties will fully co-operate with investigations into such events, whether led by The Met Office or Beneficiary.
- 8.3 In the event of any credible indications that UK funds may have been subject to fraud, The Met Office, may, at any time during the period of this Agreement and up to five years after its end, arrange for additional fraud investigations, on-the spot checks and / or inspections to be carried out. These may be carried out by the Met Office, FCDO, or any of its duly authorised representatives.
- 8.4 The Met Office reserves the ability to recover Grant funds that have been subject to a proven fraud and will work with the Beneficiary to do so. Where fraudulent or unethical activity is alleged, the Met Office reserves the ability to suspend or terminate funding with immediate effect, in preference to the standard notice period and irrespective of any contractual requirements.

## **9. BRIBERY AND MODERN SLAVERY**

- 9.1 The Beneficiary shall:
- 9.1.1 comply with all applicable laws, regulations and sanctions relating to anti-bribery and anti-corruption including but not limited to [Bribery Act 2010](#) (**Relevant Requirements**);
  - 9.1.2 have and shall maintain in place throughout the term of this Agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the relevant requirements and will enforce them where appropriate;
  - 9.1.3 promptly report to the Met Office any request or demand for any undue financial or other advantage of any kind received by the Beneficiary in connection with the performance of this Agreement;
  - 9.1.4 not offer or give, or agree to give, to any employee or representative of The Met Office any gift or consideration of any kind (other than the Grant funds payable under this

Agreement) as an inducement or reward for doing or refraining from doing any act in relation to this or any other contract with the Met Office.

- 9.1.5 Any breach of this Section 8 by the Beneficiary or by any person acting on its behalf (whether with or without the Beneficiary's knowledge) or the commission of any offence by the Beneficiary or by any person acting on its behalf under the Bribery Act 2010, shall entitle the Met Office to terminate this Agreement on immediate written notice and in such circumstances the Beneficiary shall indemnify The Met Office for any loss or liability incurred by it as a result of such termination.
- 9.2 In performing its obligations under this Agreement, the Beneficiary shall:
- 9.2.1 comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015;
- 9.2.2 have and maintain throughout the Grant Period its own policies and procedures to ensure its compliance;
- 9.2.3 not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4 of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the United Kingdom; and
- 9.2.4 include in its agreements with sub-contractors and supplier's anti-slavery and human trafficking provisions that are at least as onerous as those set out in this Clause 9.2.
- 9.3 The Beneficiary shall notify Met Office as soon as it becomes aware of any actual or suspected slavery or human trafficking in a supply chain which has a connection with this Agreement.
- 9.4 Any breach of this Clause 9 by the Beneficiary or by any person acting on its behalf (whether with or without the Beneficiary's knowledge) or the commission of any offence by the Beneficiary or by any person acting on its behalf under the Bribery Act and/or the Modern Slavery Act 2015, shall entitle Met Office to terminate this Agreement on immediate written notice and in such circumstances the Beneficiary shall indemnify Met Office for any Loss incurred by it as a result of such termination.

## 10. TERRORIST FINANCING

Consistent with numerous [United Nations Security Council resolutions](#) including [S/RES/1269 \(1999\)](#), [S/RES/1368 \(2001\)](#) and [S/RES/1373 \(2001\)](#), both the Met Office and the Beneficiary are firmly committed to the international fight against terrorism, and in particular, against the financing of terrorism. It is the policy of the Met Office to seek to ensure that none of the Grant funds are used, directly or indirectly, to provide support to individuals or entities associated with terrorism. In accordance with this policy, the Beneficiary undertakes to use reasonable efforts to ensure that none of the Grant funds provided under this Agreement are used to provide support to individuals or entities associated with terrorism.

## 11. SAFEGUARDING FOR THE PREVENTION OF SEXUAL EXPLOITATION AND ABUSE AND SEXUAL HARASSMENT

- 11.1 The Met Office and the Beneficiary have a zero tolerance for inaction approach to tackling sexual exploitation, abuse and sexual harassment (**SEAH**) and will take all reasonable and adequate steps to prevent SEAH of any person linked to the delivery of this Agreement by both its employees and any implementing partner and respond appropriately when reports of SEAH arise. The Met Office will apply the IASC [Six Core Principles](#) relating to Sexual Exploitation and Abuse and will adhere to the [IASC Minimum operating standards on PSEA](#) and/or [the Core Humanitarian Standard on Quality and Accountability](#).
- 11.2 When the Beneficiary becomes aware of suspicions or complaints of SEAH, they will take swift and appropriate action to stop harm occurring, investigate and report to relevant authorities (for

criminal matters) when safe to do so and after considering the wishes of the survivor and will contact the Met Office to report any allegation credible enough to warrant an investigation of SEAH related to this Grant Agreement.

11.3 The Met Office will promptly report to FCDO any allegation credible enough to warrant an investigation of SEAH.

11.4 Where the Beneficiary's concerns under clause 11.2 relate to the Met Office's actual or perceived conduct, the Beneficiary will report any allegation credible enough to warrant an investigation of SEAH to the FCDO.

11.5 It is understood and accepted by the Parties that their requirement to report on SEAH is subject to not compromising the safety, security, privacy and due process rights of any concerned person.

## **12. CYBER SECURITY**

12.1 Cyber security is the protection of systems, networks and data to prevent cybercrime. The Beneficiary will adhere to all Met Office policies for managing cybercrime as communicated to it from time to time.

## **13. CONFLICTS OF INTEREST**

13.1 Neither the Beneficiary nor its Personnel shall engage in any personal, business or professional activity which conflicts or could conflict with any of their obligations in relation to this Agreement.

13.2 The Beneficiary must have and will keep in place adequate procedures to manage and monitor any actual or perceived bias or conflicts of interest.

## **14. COMMUNICATIONS AND BRANDING**

14.1 In signing this Agreement, the Beneficiary decides to collaborate with the Met Office to build support for development and raise awareness of the UK government's funding for development activity. Both will proactively look for ways to raise awareness of UK government funding for development.

14.2 The Beneficiary will explicitly acknowledge FCDO's support through use of FCDO's UKaid logo in all communications with the public or third parties about Projects under this Agreement, unless otherwise agreed in advance. The Beneficiary also decides to collaborate with the Met Office on other awareness raising activities where feasible and appropriate, in the UK and overseas, to profile the partnership and the results it is delivering.

## **15. PROCUREMENT**

15.1 The Beneficiary must ensure that any procurement using the Grant adheres to international best practice and applicable regulations, untied and free of narrow national self-interest, using transparent processes, transparently fair and open competition, and good contract management, including prevention of malpractice. The Beneficiary should source goods and services from suppliers that clearly offer value for money, and whose workplace practices reflect good corporate social responsibility standards.

15.2 The Beneficiary shall maintain and communication regularly to the Met Office a list of all Sub-Contractors appointed by Beneficiary in relation to the Grant payable under this Agreement.

## **16. ASSETS**

16.1 Where the Beneficiary purchases Assets, it will apply procurement procedures in accordance with its own procurement policies and Section 15 of this Agreement. Where the Beneficiary purchases Assets over £500 or equivalent in local currency in value it shall comply with the CAPEX terms at Appendix 1. The Beneficiary will maintain a register of items purchased with the

Grant where the cost of the Asset is in excess of £500 or equivalent in local currency; and/or items have been purchased as a group of lower value items that are mobile and considered attractive (e.g. mobile phones, cameras, laptops, tablets, satellite phones, vehicles, food, pharmaceutical products, relief packs etc) and the total transaction value exceeds £500 or equivalent in local currency.

- 16.2 The Met Office will retain ownership of all Assets purchased using the Grant, until ownership transfer or asset disposal is otherwise approved in writing by both the Met Office and FCDO. Where appropriate, the Beneficiary should propose an appropriate disposal schedule to the Met Office in writing no later than 14 days before the end date of this Agreement. Where this Agreement or any sub-contracts are terminated earlier, such schedule should be provided no later than 14 days before the date of early termination where sufficient notice of termination is given.
- 16.3 The Beneficiary will ensure that an inventory of all such Assets is established and maintained, a template for which will be provided by the Met Office.

## **17. INTELLECTUAL PROPERTY RIGHTS**

- 17.1 Intellectual property in all material (including, but not limited to, reports, data and designs, whether or not electronically stored) produced by the Beneficiary or its personnel, members or sub-contractors in the course of this Agreement (the **Materials**) will be the property of the Beneficiary (or its licensors).
- 17.2 In signing this Agreement, the Beneficiary hereby grants to the Met Office a worldwide, non-exclusive irrevocable and royalty-free licence to use all the Materials, where “use” will mean, without limitation, the reproduction, the publication and/or the sub-licensing of all the Material and the intellectual property therein, including the reproduction and sale of the Material and products incorporating the same, for use by any person or for sale or other dealing anywhere in the world.

## **18. ENVIRONMENTAL REQUIREMENTS**

- 18.1 In performing the Grant Activities, the Beneficiary shall make reasonable efforts 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.
- 18.2 The Beneficiary shall pay due regard to the use of recycled products, so long as they are not detrimental to the provision of the Grant Activities or the environment, to include the use of all packaging, which should be capable of recovery for re-use or recycling.
- 18.3 The Beneficiary shall take reasonable precautions to ensure that any equipment and materials used in the provision of the Grant Activities do not contain chlorofluorocarbons, halons or any other damaging substances, unless unavoidable, in which case the Met Office shall be notified in advance of their use. The Beneficiary shall endeavour to reduce fuel emissions wherever possible.

## **19. LIMITATION OF LIABILITY**

- 19.1 Nothing in this Agreement limits or excludes either Party from liability for death or personal injury resulting from negligence; or for any damage or liability incurred as a result of fraud or fraudulent misrepresentation or any other matter for which it would be illegal or unlawful to exclude or attempt to exclude its liability. Subject to the previous sentence, the Beneficiary’s total liability arising in connection with the performance of this Agreement will be limited to the value of the funding received by the Met Office under this Agreement.
- 19.2 The Met Office will not be responsible for the activities of any person or third party engaged by the Beneficiary as a result of this Agreement, nor will the Met Office be liable for any costs incurred by the Beneficiary in terminating the engagement of any such person.

## **20. CONFIDENTIALITY**

- 20.1 Each Party will treat all Confidential Information as confidential and will not disclose any Confidential Information to any other person except to those who are directly involved with providing the Grant Activities. This clause does not extend to information which is authorised or required by law to be disclosed, was rightfully in the possession of such Party prior to the commencement of the negotiations leading to this Agreement which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this clause) or which is trivial or obvious. Each Party will ensure that its employees are aware of and comply with the provisions of this clause.
- 20.2 The Beneficiary gives its consent for the Met Office to publish this Agreement in any medium in its entirety (but with any information which is Confidential Information belonging to the Met Office or the Beneficiary redacted), including from time to time agreed changes to this Agreement.
- 20.3 Nothing in this Clause 20 shall prevent the Met Office disclosing any Confidential Information obtained from the Beneficiary:
- 20.3.1 for the purpose of the examination and certification of the Met Office's accounts; or pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Met Office has used its resources; or
  - 20.3.2 to any government department, consultant, contractor or other person engaged by the Met Office, provided that in disclosing information, the Met Office only discloses the information which is necessary for the purpose concerned and requests that the information is treated in confidence and that a confidentiality undertaking is given where appropriate;
  - 20.3.3 where disclosure is required by Law, including under the Information Acts.
- 20.4 Nothing in this Clause 20 shall prevent either Party from using any techniques, ideas or know-how gained during the performance of its obligations under this Agreement in the course of its normal business, to the extent that this does not result in a disclosure of the other Party's Confidential Information or an infringement of the other Party's Intellectual Property Rights.

## **21. INFORMATION AND DATA PROTECTION**

- 21.1 The Beneficiary acknowledges that the Met Office is subject to the requirements of the FOIA and EIR, the Data Protection Legislation, subordinate legislation and guidance and code of practice issued by the Information Commissioner and relevant government departments.
- 21.2 Each Party will assist and co-operate with the other Party to enable it to comply with its information disclosure and data protection obligations.
- 21.3 Each Party will perform its obligations under the Agreement in such a way as to protect the personal information of individuals.
- 21.4 Each Party will comply at all times with its obligations under the Data Protection Legislation.

## **22. INSURANCE**

- 22.1 The Beneficiary shall effect and maintain with a reputable insurance company (or by way of self-insurance) a policy or policies in respect of all risks which may be incurred by the Beneficiary, arising out of or in connection with this Agreement, including for death or personal injury, loss of or damage to property or any other loss as specified in clause 22.2 (the "**Required Insurances**").
- 22.2 The Required Insurances referred to above are:
- 22.2.1 public liability insurance with a limit of indemnity of not less than [insert] in relation to any one claim or series of claims arising from the Grant Activities; and



- 22.2.2 employer's liability insurance with a limit of indemnity of not less than [insert] in relation to any one claim or series of claims arising from the Grant Activities; and
  - 22.2.3 professional indemnity insurance (or equivalent confirmation that the risk can be covered by the organisation) with a limit of indemnity of not less than [insert] in relation to any one claim or series of claims arising from the Grant Activities.
- 22.3 The Beneficiary shall (on request) supply to the Met Office a copy of such insurance policies and/or other supporting evidence that the relevant premiums have been paid or that cover is otherwise in place.

## **23. SUBSIDY CONTROL**

- 23.1 The Beneficiary acknowledges that the receipt of FCDO's budget allocation complies with the UK's international obligations in respect of subsidies.
- 23.2 The Beneficiary acknowledges and represents that the Grant is awarded on the basis that the Grant Activities being undertaken using the Grant do not affect trade in goods and electricity between Northern Ireland and the European Union and shall ensure that the Grant is not used in a way that affects any such trade.
- 23.3 The Beneficiary agrees that it shall comply with the UK Subsidy Control Regime.

## **24. RISK MANAGEMENT**

- 24.1 The Beneficiary will ensure that any significant risks to the achievement of the Agreement are clearly identified and maintained in a risk register as appropriate. The Beneficiary will manage all risks identified unless otherwise approved as part of the risk register and in writing with the Met Office. Where the Beneficiary transfers risk to any sub-contractor, the Beneficiary will remain accountable to the Met Office for the effective management of that risk.
- 24.2 Where the Beneficiary engages sub-contractor(s) for provision of services:
  - 24.2.1 The Met Office expects sub-contractors to apply the principles of full cost recovery.
  - 24.2.2 Should several sub-contractors be brought on board, the Beneficiary will evaluate and record any associated risks to delivery.
  - 24.2.3 The Beneficiary will ensure due diligence assessments of sub-contractors, their internal controls and systems are undertaken prior to or during the implementation of this Agreement and take appropriate action on any recommendations arising. Due diligence assessments will comply with the Met Office requirements at the time and be conducted every three years or earlier if there is a significant change to the sub-contractors procedures and controls or operating environment. A range of tools may be used to conduct the assessment and continuation of the relevant Arrangements under this Agreement will be dependent on the Met Office being satisfied that the sub-contractor has sufficient capacity and capability to carry out activities.
- 24.3 The Beneficiary will ensure the necessary steps are taken prior to transferring the funds and at regular intervals throughout the implementation to assess the internal controls and systems of its sub-contractor(s).

## **25. TRANSPARENCY**

- 25.1 The Beneficiary gives consent for this Agreement (and any subsequent amendments) and associated sub-contracts and information to be published by the Met Office.
- 25.2 The Met Office and the Beneficiary acknowledge that, except for any information, which is exempt from disclosure in accordance with the provisions of the Information Acts, the content of this Agreement is not confidential.



## **26. STATUTORY DUTIES**

- 26.1 The Beneficiary agrees to adhere to its obligations under the Law including but not limited to the Information Acts and the HRA.
- 26.2 Where requested by the Met Office, the Beneficiary will provide reasonable assistance and cooperation to enable the Met Office to comply with its information disclosure obligations under the Information Acts.
- 26.3 On request from the Met Office, the Beneficiary will provide the Met Office with all such relevant documents and information relating to the Beneficiary's data protection policies and procedures as the Met Office may reasonably require.
- 26.4 The Beneficiary acknowledges that the Met Office, acting in accordance with the codes of practice issued and revised from time to time under the Information Acts, may disclose information concerning the Beneficiary and this Agreement without consulting the Beneficiary.
- 26.5 The Met Office will take reasonable steps to notify the Beneficiary of a request for information to the extent that it is permissible and reasonably practical for it to do so. The Met Office will be responsible for determining whether any information is exempt from disclosure in accordance with the Information Acts.

## **27. AUDIT AND INDEPENDENT EVALUATIONS**

The Beneficiary consents to any audit or independent evaluations from time to time. Any independent auditor or evaluator shall be funded by and commissioned by the Met Office and/or FCDO. Such an auditor or evaluator, during normal working hours, shall have full and free access to inspect, audit and make extracts from such books and records necessary, provided that reasonable advance notice is given to Beneficiary.

## **28. WARRANTIES**

The Beneficiary warrants, undertakes and agrees that:

- (a) it has all necessary resources and expertise to deliver the Grant Activities (assuming due receipt of the Grant);
- (b) it shall at all times comply with all relevant legislation and all applicable codes of practice and other similar codes or recommendations, and shall notify the Met Office immediately of any significant departure from such legislation, codes or recommendations;
- (c) it shall comply with the requirements of the [Health and Safety at Work etc. Act 1974](#) and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply in relation to performance of the Grant Activities;
- (d) it has and shall keep in place adequate procedures for dealing with any conflicts of interest;
- (e) it has and shall keep in place systems to deal with the prevention of fraud and/or administrative malfunction;
- (f) all financial and other information concerning Beneficiary which has been disclosed to the Met Office is to the best of its knowledge and belief, true and accurate;
- (g) it is not subject to any contractual or other restriction imposed by its own or any other organisation's rules or regulations or otherwise which may prevent or materially impede it from meeting its obligations in connection with the Grant;

- (h) it is not aware of anything in its own affairs, which it has not disclosed to the Met Office or any of the Met Office's advisers, which might reasonably have influenced the decision of the Met Office to make the Grant on the terms contained in this Agreement; and
- (i) since the date of its last accounts there has been no material change in its financial position or prospects.

## **29. LIMITATION OF LIABILITY**

- 29.1 The Met Office shall not be liable for any consequences whether direct or indirect arising from the Beneficiary undertaking the Grant Activities, the use of the Grant, delayed payment of the Grant or following withdrawal, withholding or suspension of the Grant.
- 29.2 The Beneficiary shall fully indemnify the Met Office and its Personnel against all actions, claims, charges, demands, Losses and proceedings and all other professional costs and expenses arising from or incurred by reason of:
  - 29.2.1 the acts or omissions of the Beneficiary in relation to the Grant Activities;
  - 29.2.2 the breach of the Beneficiary's obligations to third parties (including, but not limited to, BEIS, FCDO) or to the Met Office under this Agreement; and/or
  - 29.2.3 BEIS, FCDO or the European Commission (or any other competent authority) adopting a decision that any Grant payments to the Beneficiary have been contrary to State Aid Law.
- 29.3 Other than in respect of the indemnity given under Clause 29.1 neither Party shall be liable to the other Party for any indirect, special or consequential Loss or any loss of profits, turnover, business opportunities, revenue or damage to goodwill (in each case whether direct or indirect).
- 29.4 Subject to this clause 29, the Met Office's liability under this Agreement shall be limited to an amount equal to a 100% of the value of the Grant.

## **30. NO LIABILITY FOR THIRD PARTY CLAIMS**

Except for loss caused by it as provided for elsewhere in this Agreement, the Met Office assumes no liability for any third-party claims for damages arising out of this Agreement.

## **31. DISPUTE RESOLUTION**

- 31.1 The Parties will use all reasonable endeavours to resolve any dispute in good faith. If a dispute arises between the Parties about this Agreement, or a change occurs which either Party considers might impact the Grant Activities, the Parties will consult on how to resolve the problem. If the matter is not resolved after a reasonable period, it will be escalated to a senior representative from each Party.
- 31.2 In the event of a dispute then the Met Office may modify or terminate its financial contribution to the relevant Project(s) by giving three (3) months' notice in writing. All remaining funds other than those committed in good faith before the date of termination and those decided as being required to finalise activities sensibly will be returned to the Met Office's bank account.

## **32. TERMINATION**

- 32.1 Either Party may terminate this Agreement at any time by giving at least three (3) months written notice to the other Party.
- 32.2 If the Met Office considers that a Default has occurred, it will notify the Beneficiary in writing and reserves the right to:

- 32.2.1 Give the Beneficiary the opportunity to remedy the Default within a reasonable time period; and/or
  - 32.2.2 Reduce and/or suspend Grant payments; and/or
  - 32.2.3 Ask the Beneficiary to repay the Met Office the whole or any part of the Grant previously paid; and/or
  - 32.2.4 Terminate this Agreement with immediate effect.
- 32.3 The following actions by the Beneficiary will constitute a Default for the purposes of clause 32.2 above:
- 32.3.1 using the Grant for anything other than the Grant Activities;
  - 32.3.2 failing to comply with obligations under this Agreement;
  - 32.3.3 not starting the Grant Activities within [three (3) months] of the Commencement Date;
  - 32.3.4 using the Grant for Ineligible Expenditure;
  - 32.3.5 failing to make satisfactory progress with the Grant Activities;
  - 32.3.6 failing to remedy a Default within a reasonable time period when asked to by the Met Office;
  - 32.3.7 delivering the Grant Activities in a negligent manner;
  - 32.3.8 receiving funding from a third party which is likely to bring the reputation of the Grant Activities or the Met Office into disrepute;
  - 32.3.9 providing the Met Office with misleading or inaccurate information which is significant in the Met Office's view;
  - 32.3.10 committing a Prohibited Act or failing to report a Prohibited Act to the Met Office immediately, whether committed by the Beneficiary, its Representatives or a third party;
  - 32.3.11 acting illegally, dishonestly or negligently or taking actions which unfairly bring or may unfairly bring the Met Office's reputation into disrepute.
  - 32.3.12 transferring the Grant to any third party without the Met Office's consent
  - 32.3.13 ceasing to operate for any reason or encountering significant financial problems;
  - 32.3.14 breaching State Aid Law;
  - 32.3.15 Being required by a court, tribunal or independent body or authority of competent jurisdiction to repay the Grant due to breach of the UK's obligations under the EU-UK Trade and Cooperation Agreement or the terms of any UK subsidy control legislation;
  - 32.3.16 undergoing a Change of Control which the Met Office, considers will be materially detrimental to the Funded Activities..
- 32.4 The Met Office may terminate this Agreement immediately upon written notice to the Beneficiary if FCDO removes the Met Office as a fund manager or otherwise cancels any of its funding under the WISER Programme or in the event of Force Majeure.

32.5 Within thirty (30) days after the effective date of termination, the Beneficiary shall repay to the Met Office all unspent monies (other than this irrevocably committed to the Beneficiary in good faith before the date of termination, in line with this Agreement).

32.6 On expiry or termination of this Agreement:

32.6.1 the Parties shall have no further obligations or rights under this Agreement, except for those which by their nature can be reasonably interpreted as surviving the expiry or termination of this Agreement;

32.6.2 if the Met Office terminates this Agreement under clause 32.1 the Met Office may choose to pay the Beneficiary's reasonable costs (as determined by the Met Office) in respect of the delivery of the Grant Activities performed up to the termination date; and

32.6.3 the Met Office will not be liable to pay any of the Beneficiary's costs or those of any contractor/supplier of the Beneficiary related to any transfer or termination of employment of any employees engaged in the provision of the Grant Activities.

### **33. CHANGE OF CONTROL**

33.1 The Beneficiary shall notify the Met Office immediately in writing and as soon as the Beneficiary is aware (or ought reasonably to be aware) that it is anticipating, undergoing, undergoes or has undergone a Change of Control, provided such notification does not contravene any Law.

### **34. RELATIONSHIP OF THE PARTIES**

The Met Office and the Beneficiary are independent contractors with respect to each other, and:

(a) neither the Met Office nor the Beneficiary is an agent of the other and the Parties have no right or authority to enter into any contract or undertaking in the name of, or for the account of, the other Party, or to create or assume any obligation of any kind, express or implied, on behalf of the other, except as specifically set forth herein; and

(b) nothing in this Agreement shall be construed to create an employer/employee relationship, partnership or joint venture between the Parties, or between a Party and any employee of the other Party.

### **35. ASSIGNMENT**

Neither Party shall transfer or assign its interest in this Agreement in whole or in part without the prior written consent of the other. All terms and conditions of this Agreement shall be binding upon the respective parties hereto, their personal representatives, successors and assigns.

### **36. FORCE MAJEURE**

No Party shall be liable for any failure to perform or any delay in performing its obligations under this Agreement, if the failure or delay is due directly or indirectly to any cause beyond the reasonable control of that Party, which shall include but not be limited to the following:

(a) any act of God, fire, flood, drought, earthquake or other natural disaster;

(b) epidemic or pandemic;

(c) explosion, accident, war, terrorism, governmental actions, which for the avoidance of doubt, includes a Government intervention in the event of a crisis, strikes, civil disturbance or emergency, or breaking off of diplomatic relations;

(d) nuclear, chemical or biological contamination or sonic boom;

- (e) any Law or any action taken by a government or public authority, including imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;
- (f) collapse of buildings, fire, explosion or accident; and
- (g) interruption or failure of utility service or major plant or equipment failure which results in closure of a facility; or
- (h) where a Party's personnel are working in the other Party's country and to continue would compromise their welfare, health, safety or security.

**37. GOVERNING LAW**

This Agreement shall be governed by the laws of England and Wales.

**38. PREVAILING LANGUAGE**

In the event of translation, the English text of this document will prevail.

**39. COUNTERPARTS**

This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

Signed by a duly authorised signatory for and on behalf of **The Met Office**

.....  
Signature

.....  
Date

.....  
Name

.....  
Status

Signed by a duly authorised signatory for and on behalf of the **Beneficiary**

.....  
Signature

.....  
Date

.....  
Name

.....  
Status

## APPENDIX 1

### Capex Terms

#### 1. PROCUREMENT PROCESS

- 1.1 All documents relating to the tender process shall be passed to the Met Office for approval prior to publishing. The Met Office shall provide a response via email within five (5) working days from receipt of the documents.
- 1.2 Documents requiring Fund Management approval include, but is not limited to:
- 1.2.1 Expression of Interest
  - 1.2.2 Request for Quotation
  - 1.2.3 Invitation to Bid
  - 1.2.4 Request for Proposal
  - 1.2.5 Single tender justification
- 1.3 Where the Beneficiary conducts evaluation meetings as part of the tender process, The Met Office (or its Designated Representative) shall be invited to participate either in person or via teleconference.
- 1.4 The Met Office shall approve the successful supplier prior to awarding the contract.

#### 2. INSPECTION DURING THE MANUFACTURE OR DEVELOPMENT OF THE ASSETS

- 2.1 The Beneficiary shall allow (and shall procure that its sub-contractors and suppliers allow) the Met Office or its Designated Representatives to make any inspections or to carry out any test as it may reasonably require at reasonable times during the manufacture or development of the Assets.
- 2.2 The Beneficiary shall allow (and shall procure that its sub-contractors and suppliers allow) the Met Office or its Designated Representative access to the Beneficiary's premises free of charge for such purposes. No approval given during such inspections or tests shall be deemed to constitute acceptance by the Met Office of the Assets. If following such inspections or tests the Met Office or its Designated Representative informs the Beneficiary that it is not satisfied that the Assets will comply in all respects with the Agreement, then the Beneficiary shall take such steps as are necessary to ensure compliance prior to delivery of the Assets.

#### 3. DELIVERY

- 3.1 The Beneficiary shall arrange delivery of the Assets with the supplier(s) to the pre-agreed delivery location(s).
- 3.2 The Beneficiary shall ensure (and shall procure that its sub-contractors and suppliers ensure) that each delivery of the Assets is accompanied by a delivery note (**Delivery Note**) which shows the order number, the date of the order, the number of packages and contents and, in the case of a part delivery, the outstanding balance of Assets remaining to be delivered.
- 3.3 If any of the Assets are damaged in transit or if, having been placed in transit, fail to be delivered to the delivery location(s), the Beneficiary shall (and shall procure that its sub-contractors and suppliers shall) either replace or repair (at the Met Office's option) such damaged or undelivered Assets as soon as possible and at its own expense. Delivery will not be deemed to have taken place until replacement or repaired items have been delivered to the Met Office's reasonable satisfaction.

- 3.4 Beneficiary (and its sub-contractors and suppliers) shall be responsible for arranging and paying for all costs of delivery of the Assets in accordance with this Paragraph 3.
- 3.5 If the Assets are delivered in excess of the quantities ordered The Met Office shall not be obliged to pay for the excess and any excess shall be and shall remain at the Beneficiary's (and its sub-contractors and suppliers) risk and shall be returnable to the Beneficiary's supplier at the Beneficiary's (and its sub-contractors and suppliers) expense.

#### **4. ACCEPTANCE AND REJECTION FOLLOWING DELIVERY**

- 4.1 The Beneficiary shall allow (and shall procure that its sub-contractors and suppliers allow) the Met Office or its Designated Representatives to inspect the Assets following delivery.
- 4.2 If the Assets (or any instalment of the Assets) delivered are, in the Met Office's reasonable opinion, defective or in any way do not comply with the terms of this Agreement, the Met Office shall have the right exercisable by written notice to the Beneficiary:
- 4.2.1 within twenty (20) Business Days of receipt of the Assets;
  - 4.2.2 if applicable, within twenty (20) Business Days of completion of the acceptance tests, to reject the Assets which do not comply and in such circumstances.
- 4.3 If required by the Met Office in writing, the Beneficiary shall (or procure that its sub-contractors and suppliers shall):
- 4.3.1 repair or replace the non-conforming Assets such that they do conform to the specification; or
  - 4.3.2 provide the Met Office with a refund in respect of any payment made for the rejected Assets and any delivery, installation, maintenance or associated costs.

#### **5. TITLE AND RISK**

The Beneficiary shall (or shall procure that its sub-contractors and suppliers shall) bear all risks of loss or damage to the Assets until they have been delivered and shall insure for such risks accordingly. Upon acceptance, Beneficiary may hold the title of Assets in its own name on behalf of the WISER Programme until the end of the WISER Programme.

#### **6. DISPOSAL OF ASSETS**

- 6.1 At the end of a programme, before disposing of an asset, the Beneficiary must assess whether the Asset could be retained by the end user for further use. The Beneficiary will provide the Met Office with a recommendation for disposal or transfer of ownership for the Met Office approval.
- 6.2 When considering a transfer of ownership the Met Office must be satisfied on the following points:
- 6.2.1 the asset will be put to a good developmental purpose;
  - 6.2.2 the recipient has adequate resources to maintain and operate the asset, including purchase of any consumables;
  - 6.2.3 the item will not be sold or disposed of, or diverted for another purpose, within a reasonable time period;
  - 6.2.4 the recipient has adequate controls in place to ensure that the assets are used as intended;
  - 6.2.5 any local requirements, regarding duties and taxes, or any other formalities, on transfer will be met;



- 6.2.6 IT Equipment is disposed of in line with EU Waste Electrical and Electronic Equipment (WEEE) Regulations and all personal data will be removed.
- 6.3 A transfer of ownership of Assets must be supported by a formal exchange of letters (signed by the Met Office and FCDO). The letters should include the above conditions of the transfer. Following the exchange of letters, the asset should be removed from the programme asset inventory.

## **Appendix 2: Payment and Invoicing Schedule**

[insert]

## **Appendix 3: The Grant Activities**

[insert]