



Department  
for Environment  
Food & Rural Affairs



The European Agricultural Fund for Rural Development:  
Europe investing in rural areas

# Rural Development Programme for England (RDPE) Countryside Productivity Scheme

## Small Grant Handbook



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# Introduction to the RDPE Countryside Productivity Scheme

## **Includes:**

- **How the government manages these grants**
- **Government guarantees about funding after the UK leaves the EU**

# Introduction to the RDPE Countryside Productivity Scheme

This handbook is about the RDPE Countryside Productivity Small Grant Scheme. It explains what the grants are for, who is eligible, how to apply and if successful – how to claim.

The Countryside Productivity Small Grant Scheme is different to other parts of the Countryside Productivity Scheme as it uses an online application process and is targeted at supporting investment for specific pieces of agricultural equipment.

Please read this guidance carefully to decide whether your investment plans may qualify for a grant and if you want to apply for support under this scheme.

At the time of launch, we are awaiting final confirmation of authority to run the scheme. We won't make any decisions on applications before we receive this confirmation, and we may discontinue the scheme if we don't receive it. We will not reimburse any expenses you may incur in submitting an application.

To find information about the other Countryside Productivity grants, search 'RDPE Countryside Productivity' on GOV.UK.

## How the government manages these grants

The Rural Payments Agency (RPA) delivers the grants.

RPA's role is to assess applications for grants, make offers for grant funding and make grant payments on behalf of Defra.

RPA may at any time and without further notice change the date that these grants close to applications.

## Government guarantees about funding after the UK leaves the EU

The government has guaranteed funding for RDPE Countryside Productivity Scheme grants if these are agreed before the UK's departure from the EU, even if the grant agreements continue after we've left the EU. This is subject to projects meeting the following conditions:

- they are good value for money
- they are in line with domestic strategic priorities

**You can only apply for one RDPE grant for the items included in your application.**

Examples of RDPE schemes are the RDPE Growth Programme, LEADER, Countryside Productivity, Farming Recovery Fund, Cumbria Countryside Access Fund and Countryside Stewardship.

# About the Countryside Productivity small grant scheme

## **Includes:**

- **Who can apply**
- **What the grants are for**
- **How much money can you apply for**

# About the Countryside Productivity small grant scheme

## Who can apply

Farmers (including livestock, dairy, arable and horticultural sectors) can apply for this grant.

If you're an agent applying on behalf of a farmer you must make sure that you have the correct permissions in place on Rural Payments. For more information on permissions, see 'How to complete the online application form'.

Agents can provide their own Customer Registration Number (CRN) and email address but must complete all other fields in the application form in the name of the business applicant and provide their business details.

The following aren't eligible for the grants and can't apply:

- agricultural and horticultural contracting businesses
- non departmental public bodies including local authorities
- Crown bodies

You can't apply for a grant for items already funded under a Fruit and Vegetables Producer Organisation Operational Programme.

## What the grants are for

See Annex 3 for the full list of eligible items. Only items included in this Annex are eligible.

All the items included in this scheme have been identified as helping achieve improvements in either:

- animal welfare
- resource efficiency or
- nutrient management.

Each item in the Annex has a minimum specification and has been given a standard cost which is the maximum fixed price which we will pay grant towards. This means there's no need for you to provide quotes for any item.

The items you purchase must meet the minimum specifications as shown in Annex 3. You can buy an item that exceeds this specification but you'll only receive a grant based on the standard cost.

Second hand items are **not eligible** under this scheme.

## How much money can you apply for

The grant is for a minimum of £3,000, up to a maximum of £12,000.

Grants can cover up to 40% of the eligible costs in your application.

Farmers in Cornwall or the Isles of Scilly can apply for a grant to cover up to 50% of the eligible costs in the application. You'll be able to confirm that your items will be located and operated in Cornwall or the Isles of Scilly when filling in the online application form. We'll use the postcode provided to check that you're eligible for the higher grant rate.

The remainder of the project costs must be paid for with money from private sources like savings or a bank loan.

You can't fund the remainder of your project costs with other EU or UK public funds such as other grants.

# Things you need to know

## **Includes:**

- **Grant terms and conditions**

## Things you need to know

The application is a single stage online process.

Depending on the uptake of this scheme we could possibly have future application rounds. Details of these would be published on GOV.UK.

Before you submit your online application, you'll need to be registered on RPA's Rural Payments and have a Single Business Identifier (SBI) number and Customer Registration Number (CRN). **We won't be able to process your application without these.**

You'll normally have an SBI and a CRN if you get other payments from RPA, like the Basic Payment Scheme. You'll find these on any letters you've had from RPA.

You must verify your identity before you can register for the first time. You'll need to do this online with GOV.UK Verify – as this gives you simple, trusted and secure access to all public services on GOV.UK.

If you have any difficulties in registering through Verify, please call the Rural Payments helpline on 03000 200 301.

Make sure the email address you register on Rural Payments is one you check regularly. We'll normally only contact you by email so you must make sure that the email address on your application matches with the one on Rural Payments.

Consider adding [CPSGApps@rpa.gsi.gov.uk](mailto:CPSGApps@rpa.gsi.gov.uk) to your trusted senders list, and remember to check your spam and junk mail folders.

In exceptional circumstances we may need to contact you by phone.

**You must check your Rural Payments record before you apply, to make sure the details are up to date. The details on Rural Payments must exactly match the details you give us in your application form. If they don't, your application will be rejected.**

You may only proceed with one successful application for this scheme. If you're successful and your application is approved, you won't be able to apply again for more funding if there is another application round.

You need to be aware that if your application is approved, you must have sufficient funds to pay for the items upfront before you get your grant payment.

You must not order or buy any of the items in your application before you have received confirmation your application has been approved.

You must purchase **all** items before you can submit a claim.

**You must buy and claim for all items within 150 calendar days of your application being approved.** We can't extend this date and if you don't submit your claim within this timescale we will withdraw our offer of grant funding.

You won't be able to use lease purchase or hire purchase to buy any of the items in your application as these are ineligible.

## **Grant terms and conditions**

The offer of a grant is subject to the terms and conditions set out in:

- Annex 1 of this handbook (Scheme specific conditions of grant), and
- Annex 2 of this handbook (Countryside Productivity Terms and Conditions)

Failure to meet the requirements of any relevant legislation or the terms and conditions of the grant could result in your grant being ended and/or the recovery of grant already paid.

# How to apply

## Includes:

- **How to complete the online application form**
- **What happens after you submit your application**
- **If your request for a grant is approved**
- **If your request for a grant is unsuccessful**
- **Withdrawing an application**

# How to apply

Apply for the Countryside Productivity Small Grant on the online application form. You can find a link to the form on GOV.UK.

The online application form asks for full details about you and your business and sets out the items you can apply for funding towards. Information you'll need to provide in your application includes:

- your Single Business Identifier (SBI) Number
- your unique Customer Registration Number (CRN)
- the email address that we'll use for correspondence, which must be registered on Rural Payments before you apply
- the full address and correct post code of your business
- the number of hectares of land that your business has
- how many animals you farm and what species, sex and age
- the number of people you employ

**Your online application will require you to complete a Declaration. By submitting your application you are agreeing to be bound by the terms of the Declaration and, if your application is approved, by the grant terms and conditions set out in Annexes 1 and 2 of this handbook.**

## How to complete the online application form

Please read the guidance in this handbook carefully. If you have any queries, or are having difficulties using the online application system which can't be resolved, email [CPSGEnquiries@rpa.gsi.gov.uk](mailto:CPSGEnquiries@rpa.gsi.gov.uk).

We may, in exceptional circumstances, be able to supply an alternative means of application.

You should only access the online application on GOV.UK once you've fully read the guidance.

Please complete all relevant questions and don't move away from the webpage or close the internet browser until you have submitted your application.

You won't be able to save and return to your application, so make sure you have all the information to hand and time to complete each section. The online application should take no more than 10-15 minutes to complete.

When filling in the form if you enter incorrect information or information in the wrong format, a prompt will appear telling you how to correct this. You won't be able to move to the next page until you've provided all the mandatory information.

To start your application click the 'Apply now' button.

To make sure you are a genuine user you'll be asked to tick a box on the next screen. You'll need to tick the box and click 'next' before you can continue with your application.

If you've accessed the online application form more than once you may be asked an additional security question.

Click 'Next'.

The information provided on this page will be used to identify you as an RPA customer. If you are an agent applying on behalf of a farm business, you can provide your own CRN and email address but you **MUST** have permission to make legal changes (or above) for the business. This is because the person who submits the application is agreeing to the Declaration and all terms and conditions that apply to this scheme.

If you're unsure whether you have the correct permission, you can check by signing in to Rural Payments.

The email address you provide on this page will be the one we use for all correspondence, including notifying you whether your application for grant has been successful.

**Customer Registration Number (CRN):** Enter and confirm your CRN, the unique 10 digit individual identifier which you were given when you registered on Rural Payments.

**Email address:** Enter and confirm the email address registered on Rural Payments. This must be the same email address. If it's not, your application will be rejected.

Click 'Next'.

Please provide details of the business applying for the grant. These **MUST** be the details already registered for the farm business on Rural Payments.

**Single Business Identifier (SBI):** Enter and confirm the 9 digit SBI number which you were given when you registered on the Rural Payments.

**Name of Business:** Tell us the full name of your business. This is the name used on your annual financial accounts and/ or your business bank account and must match the business name registered on Rural Payments.

You must make sure that the SBI number, CRN and business details registered on Rural Payments exactly match with the SBI number, CRN, applicant business name, and postcode entered on the application form. If they don't, we won't be able to process your application and it will be rejected.

**Postcode of Business:** Tell us the post code of your business address. This needs to be entered in capitals.

Click 'Next'.

Please select your title from the list and give us your first name and surname.

For RDPE monitoring purposes, we have to ask your gender and age range but this has no bearing on your application. If you'd prefer not to provide this information you can select 'prefer not to say' from the drop down lists.

Click 'Next'.

Please give the full postal address of your business, as registered on Rural Payments.

Although it's unlikely, we may need to contact you by phone. Please provide at least one phone number.

Click 'Next'.

Confirm if your grant requested items will be located and operated in Cornwall or the Isles of Scilly, by selecting Yes or No from the list.

Confirm if the grant funded items will be located and operated at the business address provided in the previous section, by selecting Yes or No.

If you select No, you'll need to give us the post code of where the grant requested items will be located and operated.

Click 'Next'.

**Business type:** Choose the best fit for your type of business from the list.

**Business activity:** Choose the best fit for the type of activity carried out by your business from the list.

**Business size:** Please tell us the size of your business. The size of the business depends on the number of full-time equivalent (FTE)\* employees it has and its financial performance.

Anyone who works a minimum of 30 hours per week counts as 1 FTE employee. A person working 30 hours a week for 3 months of the year would be a 0.25 FTE employee. FTEs include business partners and directors. If a business partner or director works more than 30 hours per week they still count as 1 FTE employee. Use the table below to calculate the size of your business:

Business size	Number of full-time equivalent employees		Annual turnover or balance sheet total*
Micro	fewer than 10	and	€2 million (about £1.7 million) or less
Small	fewer than 50	and	€10 million (about £8.5 million) or less
Medium	fewer than 250	and	€ 50 million (about £42.5 million) or less annual turnover OR €43million (about £36.5 million) or less annual balance sheet total

\*This is 'total assets' only. For more guidance, please visit [http://ec.europa.eu/regional\\_policy/sources/conferences/state-aid/sme/smedefinitionguide\\_en.pdf](http://ec.europa.eu/regional_policy/sources/conferences/state-aid/sme/smedefinitionguide_en.pdf)

**Number of Employees:** please give us the number of FTE employees your business has.

Click 'Next'.

We'll need some details about the land you farm.

Enter the amount in hectares of the land you hold for agriculture (area of farm) and horticulture (area of nursery).

Please tell us if your farm is located in a Severely Disadvantaged Area (SDA) by selecting Yes or No from the list. You can use this web link and instructions to identify the SDA's

<http://magic.defra.gov.uk/>

- Click 'Get Started' to open the map
- Click the + next to 'Designations'
- Click the + next to 'Land Based Designations'
- Click the + next to 'Statutory'
- Scroll down and click to add a tick in the box next to 'Less Favored Areas (England)'
- Type your postcode in to the search box at the top of the screen. This will zoom in on your location on the map
- If your farm land is in an area shaded pink, it is a Severely Disadvantaged area (SDA)

Click 'Next'.

You'll need to provide details of the bovine livestock you have.

Add the average number of animals you have on your farm in each category. If you don't have any animals in a particular category, leave the field blank.

Click 'Next'.

You'll need to provide the details of other livestock you have.

Add the average number of animals you have on your farm in each category. If you don't have any animals in a particular category, leave the field blank.

Click 'Next'.

Over the next 7 screens you'll need to select the equipment you'd like to request grant funding towards, by choosing from the items in the list.

The application is split into the following item categories;

- Cattle Equipment
- Sheep Equipment
- Pig Equipment
- General Livestock Equipment
- Precision Farming Equipment
- Resource Management Equipment
- Other General Equipment

To start adding items, select the item you want to request from the list. To request more than one of the same item type the number of units in the 'quantity' box.

You can add additional items in each category by clicking on the 'Add item' button at the bottom of each page.

To remove an item from your application, click the 'Remove item' button to the right of the item you wish to remove.

To move on to the next category of items, click 'Next'.

Please remember for this scheme you can only apply for the items available (listed in full in Annex 3) if they meet a minimum specification.

When you select an item, the 'Total cost' field will show the standard cost for that item. The 'Total grant amount' field will show the amount of funding you can apply for towards that item. These costs can't be changed and you must be able to fund the remainder of the costs yourself.

You'll be able to see the sub-total of the items as you add them to your application in the calculator on the right hand side of the page.

Please remember that you can't apply for less than £3,000 or more than £12,000 of grant.

When you've entered all the items you wish to purchase, click 'Next' to view a summary of your application.

Please check all the details on the summary page are correct, including applicant and business details, and the list of items you are requesting grant funding towards.

The summary page will show the total grant amount that you can claim for if your application is successful.

**Remember if your application is approved, you MUST buy and claim for ALL of the items in your application within 150 calendar days of receiving your Grant Funding Agreement email, if you wish to receive your grant.**

Click 'Next' for the Declaration.

To evaluate the success of our schemes we may want to contact you in the future, if you're happy for us to do this using the contact details you've provided in your application please select Yes from the list. If you'd prefer us not to contact you, select No.

Please carefully read the Declaration and tick the box to confirm you agree with the terms and conditions, which can be found at Annexes 1 and 2 of this handbook, before clicking the 'submit' button.

When submitting your application, you need to be aware that in certain scenarios grant support may be refused or withdrawn in full. These are when RPA determine that:

- a serious non-compliance by the applicant / grant beneficiary has occurred
- the applicant / grant beneficiary has provided false evidence
- the applicant / grant beneficiary has failed to provide the necessary information due to negligence

The withdrawal of grant support may be applied for the calendar year of notification plus the following calendar year. In addition, support may be refused for other Rural Development schemes. Applicants / grant beneficiaries will be notified and will have the right of appeal against such a decision.

Click 'Next'.

A confirmation screen will show your unique reference number. We'll use this when we contact you about your application.

You'll be given the option to print a copy of the summary page from your application, we advise you to do this and keep a copy for your records.

Once you've done this you can close the webpage.

## What happens after you submit your application

After you submit your application form, you'll get an automatic email to say we've received it. This will confirm your unique reference number.

RPA will assess all applications using the information on the online application form, to check that both you and your application are eligible.

The items included in your application will then automatically be allocated a score based on the degree to which they meet the following criteria:

- technical efficiency
- animal health and welfare
- health and safety
- resource efficiency

If your application scores highly enough, you'll receive an email containing the Grant Funding Agreement and confirming your grant award. This will also include a claim form email template.

If you're unsuccessful, you'll receive an email explaining that you haven't been awarded a grant and the reason why.

Please note that all decisions will be made after the closing date of the application window you've applied in. We aim to give you a decision on your application as soon as possible after this date. We're unable to provide an update on individual applications until they have been assessed and scored.

**You must not order or buy any of the items in your application before you have received confirmation your application has been approved. This will make your application and claim ineligible.**

## If your request for a grant is approved

If your request for a grant is approved, we'll email you a Grant Funding Agreement and you'll be able to order or buy your items straight away.

If your grant has been approved, the list of items chosen can't be amended and **all** the items selected **MUST** be purchased if you wish to proceed with your claim. You must buy all items within 150 days of the date of receiving your confirmation email and Grant Funding Agreement.

If you decide not to go ahead with your investment plans, please let us know within 14 days of receiving your Grant Funding Agreement. If you let us know within this timeframe, you may be able to reapply if there are any more application rounds.

You must keep accurate records of all spend (receipts and invoices) on which you wish to claim grant as you'll need this later to scan and submit with your claim.

## If your application is unsuccessful

If your application is unsuccessful, RPA will send you an email to confirm the reason why. This could be because:

- your application did not meet the minimum score threshold for the round

- the SBI number you provided did not match the one registered on Rural Payments
- the email address or business name you provided did not match those registered on Rural Payments
- your agent was not authorised to submit an application on your behalf
- you've already applied for or received a grant for one or more of the items in your application
- you've received funding for one or more of the items in your application under a Fruit and Vegetables Producer Organisation Operational Programme or another RDPE scheme

You can appeal against the decision in a limited number of circumstances. To find out how to appeal, read the 'How to appeal' section of the RPA complaints procedure page on GOV.UK.

## Withdrawing an application

You can withdraw your application at any time and up to 14 days after accepting your offer of a grant. If you wish to do this, email us at [CPSGApps@rpa.gsi.gov.uk](mailto:CPSGApps@rpa.gsi.gov.uk) and tell us your unique application reference number.

If you've submitted your application and realise you've made a mistake, you can resubmit it if the application window is still open. The amended version will automatically replace the original.

In cases where we receive more than one application from a business in one round, the most recent application will be the one which is taken forward and scored.

# How to claim your grant

## Includes:

- **Supporting documents**
- **Claim deadlines**
- **Payment of your grant**
- **Inspections**
- **Incorrect claims**
- **After you've received your grant**

# How to claim your grant

The grant is paid in a single payment in arrears. It can only be claimed after you've bought and paid for all the items, and all items need to have been bought after the date the approval email was sent to you.

Spend will be considered eligible where it:

- is selected from the list of eligible costs and meets the minimum specification
- is listed in the Grant Funding Agreement
- is incurred after the date we confirm you can purchase your items
- is for items which have been fully paid for by the business. This means the payments for the items has left your bank account or are shown on your business credit card statement, and evidence is provided within 150 days (for example the business bank statement)
- is for items that are at the location stated in your application, and working

## Supporting documents

You must email us using the claim template we provided with your Grant Funding Agreement email, and confirm the statements in the Declaration. You'll need to attach copies of the invoices for each item and a copy of your bank statement to prove the items have been paid for.

If you can't send us electronic copies of your invoices or bank statement, email [CPSGClaims@rpa.gsi.gov.uk](mailto:CPSGClaims@rpa.gsi.gov.uk).

## Invoices

You'll need to email us an invoice for each item purchased. These must:

- fully describe each item separately
- quote the relevant item code listed next to the item in Annex 3 of this handbook to confirm that the item meets the minimum specification listed there
- be addressed to the same individual or business as detailed in the Grant Funding Agreement
- show the supplier's name, address, VAT number and date

Where an invoice includes a number of items but only one or two were included in your successful application, you must highlight these. We'll only pay grant for those items that we agreed to fund based on your original application. Invoices must be paid in full and the payment must have left your bank account before you claim your grant funding.

If you've made a payment to a supplier that covers more than one invoice, you need to send copies of all the invoices included in the payment to us.

You must not make cash payments for any items on which you wish to claim grant. This is because you won't be able to provide a satisfactory audit trail for cash payments. If you make any cash payments for items included in your Grant Funding Agreement we'll not be able to pay your grant.

If you pay for any items with a credit card you'll need to show that these have been purchased in full by a credit card linked to your business. If any other credit card is used, you'll need to provide evidence to show that the items have been

transferred into your ownership before a claim is made.

Cheque payments must have cleared your bank account before you can claim.

## Bank statements

You'll need to send us proof that the invoices have been paid. Please send us copies of your bank statement(s) showing the invoice payment being made and the cheque and/ or bacs transfer number of the payment.

Acceptable evidence includes screen shots from an online account showing payment details and bank logos, or a certified report printed from a banking system.

Bank statements need to include the:

- bank's name and logo
- account holder name in full
- account number
- account balance – opening and closing balance of the bank statement period
- sort code
- transaction date
- transaction type (including payee ref/cheque number)
- transaction amount
- date bank evidence generated

For BACS payments – we'll need to see the full audit trail including copies of the other invoices in the BACS payment. The BACS report status should also be complete.

## Photos

We may ask for photos of the items you have purchased. It's important that you are able to provide these if asked.

## Claim deadlines

If you don't email us within 150 calendar days from the date you receive your approval email and Grant Funding Agreement your grant award will be cancelled automatically. Please note if this happens, **you won't be able to reapply if there are any more application rounds.**

The final deadline for us to pay a claim under this scheme is 31 December 2020.

If you have any other queries when preparing your claim, please contact [CPSGEnquiries@rpa.gsi.gov.uk](mailto:CPSGEnquiries@rpa.gsi.gov.uk).

## Withdrawing your claim

You can withdraw your claim for grant at any time unless:

- you have already been told about an error in the claim
- you have been inspected (or receive advance warning of an inspection)
- an inspection reveals a breach of the rules

## Payment of your grant

Grant funding is paid directly into the bank account attached to the business SBI number registered on Rural Payments.

It is your responsibility to make sure a valid and active bank account for your business has been added to the SBI before sending us your claim evidence. Failure to do so will result in your claim payment being delayed. If you need to add a bank account to your SBI, contact the RPA helpline on 03000 200 301.

We aim to pay complete claims within 30 working days of receipt of your claim evidence. If there are any issues, it may take longer. You may need to account for this if it will affect the cash flow of your project or business.

## Inspections

Your claim for grant may be selected for inspection before the payment is made to you or up to 5 years after the payment has been made.

All the details in your application, your claim and the Declarations you make when submitting your application and claim will be checked at inspection. This will include a check on the dates on which the items were bought, who the invoice or invoices were made out to and where appropriate, the specification of the equipment.

## Reductions and penalties

If RPA becomes aware that you have breached the terms of your Grant Funding Agreement, the terms and conditions set out in Annexes 1 and 2 of this guidance or you do not meet the relevant eligibility criteria for this scheme, grant payments may be reduced or withheld, and any grant previously paid may be recovered. In some circumstances, additional penalties may be applied on a case by case basis.

## Incorrect Claims

You must make sure that you claim only for eligible equipment from the approved list in Annex 3.

You must also make sure you buy the correct items that meet the required specification and that the invoices you submit are clearly itemised, dated and

meet the requirements set out in this handbook.

You must claim for all of the items applied for, and they must all have been bought after the date the approval email was sent to you.

Your claim will be considered incorrect and will be rejected if:

- you buy any items that are of the wrong kind or do not meet the minimum specification
- you've bought items before the application was approved
- you've not bought all of the items listed in the application
- the payment for the items on your claim has either not left your bank account before you claim, or is not listed on your credit card statement before you claim
- the supporting evidence that you provide with your claim does not meet the requirements set out in this handbook

If your claim is incorrect you won't receive any grant.

If this happens, **you won't be able to reapply if there are any more application rounds.**

## After you've received your grant

Items purchased with grant funding must be kept in situ, operational and in good repair. They must be used for the same purpose as set out in the original application, for five years from the date of the claim payment. We may recover some or all of the grant if errors or breaches of the Grant Funding Agreement are found within that period.

You should record the items on the businesses' asset register and keep this for a minimum of seven years from the date your claim is paid. You should also keep copies of any relevant documentation during this period. This includes original invoices, receipts and bank statements.

You must allow officials from RPA, Defra, the National Audit Office and the European Commission and their representatives to inspect the equipment at any reasonable time within the 5 year period from the date of the final payment of your grant.

You must tell RPA **in advance** of:

- any changes in the ownership of the business that applied for grant
- any changes in the ownership of the grant funded items
- the business or grant funded enterprise/activity ceasing to trade or fundamentally changing the nature of its activities

If any grant funded assets are sold, become redundant, or cease to be used for the purpose for which they were grant funded, the grant will be reclaimed pro-rata. This will be effective for **five years** from the date of your final grant payment.

## Publicity Requirements

Once you've received your grant you must meet the following publicity requirements to display the European Union (EU) logo and publicise information about the funding you've received.

The following items need to have the EU logo on them under EU regulations;

- electronic materials (including websites)

- print and publications
- media and public relations activity
- events, conferences, seminars and workshops
- informing beneficiaries/ participants
- description of activity on website

Please see the EU website [europa.eu](http://europa.eu) for details on the correct logo to use. Search for 'EUROPA – Resources for writers and publishers' and choose 'EU flag'.

The logo should be placed in a prominent position on all materials.

If you have a website for professional use, it must show:

- the source of the funding: 'European Agricultural Fund for Rural Development'
- the EAFRD logo
- a description of the activity supported by the project.

# Annex 1

## Countryside Productivity Small Grant Scheme

**Scheme specific conditions of  
grant**

# Scheme specific conditions of grant

Failure to meet the terms and conditions of the grant could result in your grant offer being withdrawn and/ or the recovery of grant already paid. The specific terms and conditions for the Countryside Productivity Small Grant Scheme are:

1. You must make sure that your business bank details on Rural Payments are kept up to date.
2. You must meet any statutory obligations such as health and safety, employment, hygiene, environmental management and protection, and animal health and welfare that apply during the time of this investment.
3. You must tell RPA of any other application for grant towards purchase of the items in your application.
4. You must make sure that none of the items covered by the application are replacements covered by an insurance claim.
5. You must keep items in your ownership for at least 5 years from the date of the final grant payment.
6. You must not secure credit or finance against any items included in your application.
7. You must have read, understood and agree to the Countryside Productivity Grant Funding Agreement – Terms and Conditions shown at Annex 1 and 2 of this handbook.
8. You must buy all items within 150 calendar days of the date of receiving your confirmation email and Grant Funding Agreement and submit a single claim for all items.
9. You must keep accurate records of all spend (receipts and invoices) on which you wish to claim grant as you will need this later to scan and submit with your claim.

# Annex 2

## Countryside Productivity Small Grant Scheme

**Terms and conditions**

# Grant Funding Agreement – Terms and Conditions

## Parties

- (1) The Secretary of State for Environment, Food and Rural Affairs of Nobel House, 17 Smith Square, London, SW1P 3JR, acting through the Rural Payments Agency, whose principal address is at North Gate House, 21-23 Valpy Street, Reading, RG1 1AF (the **Authority**).
- (2) The Beneficiary identified in the Grant Funding Agreement sent to the successful applicant pursuant to the Guidance (the **Beneficiary**).

## Background

- (A) The Authority has agreed to pay the Grant to the Beneficiary for the purpose of delivering the Project, subject to the terms and conditions set out below and in the remainder of the Guidance, and in the Grant Funding Agreement.
- (B) The Authority is a delivery body responsible for managing the Countryside Productivity, the scheme under which the Grant is paid, which forms part of the wider RDPE. The Authority is also the accredited paying agency for the RDPE pursuant to Article 65(2) (b) of Regulation (EU) No 1305/2013 and fulfils both delivery body and paying agency functions for the Countryside Productivity Scheme.
- (C) These terms and conditions apply to all Beneficiaries receiving a Grant under the Countryside Productivity scheme and should be read in conjunction with the details of the

Project set out in the Grant Funding Agreement which are individual to the Beneficiary. These terms and conditions, Annex 1 of the Guidance and the Grant Funding Agreement together form the agreement between the Authority and the Beneficiary (“the **Agreement**”).

- (D) Further information and guidance are set out in the Guidance. The Beneficiary must familiarise itself with the Guidance and make sure that it complies with all relevant requirements as a condition of receiving the Grant.
- (E) In the event of any conflict between these terms and conditions and the remainder of the Guidance and the Grant Funding Agreement, these terms and conditions shall prevail, followed by the Grant Funding Agreement Document, and then the remainder of the Guidance.
- (F) The Managing Authority has overall responsibility for the RDPE and may directly enforce any terms of the Agreement against the Beneficiary in accordance with clause 28.2.

## 1. Definitions and Interpretation

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

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

**Claim Form Template:** the claim email submitted by the Beneficiary for payment of the Grant

**Countryside Productivity or the Scheme:** Countryside Productivity, a scheme which is run by the Rural Payments Agency on behalf of the Managing Authority, implementing measures under Title III of Regulation (EU) No 1305/2013 to achieve the priorities for rural development set out in that regulation

**EAFRD:** the European Agricultural Fund for Rural Development, which funds rural development under the Common Agricultural Policy (and jointly funds the RDPE, together with the Managing Authority)

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

**Grant:** the sum to be paid to the Beneficiary under the Agreement for the purpose of delivering the Project

**Grant Funding Agreement:** the Grant Funding Agreement sent to the Beneficiary in accordance with the Guidance, and which describes the Grant to be paid to the Beneficiary and the Project to be undertaken

**Guidance:** the “Countryside Productivity Small Grant Scheme handbook” of

which these terms and conditions form a part, and which sets out additional requirements and further information and guidance for Beneficiaries, as further described in clause 5

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

**Managing Authority:** the Department for Environment, Food and Rural Affairs (DEFRA), which has overall responsibility for the RDPE pursuant to Article 65(2) (a) of Regulation (EU) No 1305/2013

**Project:** the work (investment) to be undertaken by the Beneficiary (as set out in the Application and in the Grant Funding Agreement)

**RDPE:** the Rural Development Programme for England (2014-2020), which is jointly funded by the EAFRD and the Managing Authority

**Start Date:** the date on which the Beneficiary receives its Grant Funding Agreement pursuant to the Guidance

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

- 1.1 References to **clauses** are to the clauses of these terms and conditions. Clause headings shall not affect the interpretation of these terms and conditions.
- 1.2 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

- 1.3 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular and a reference to one gender shall include a reference to the other genders.
- 1.4 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.5 A reference to a public organisation includes a reference to any successor of that public organisation.
- 1.6 Any words following the terms including, include, in particular or for example or any similar phrase shall be construed as illustrative and shall not limit the generality of the related general words.
- 2. Beneficiary's Declarations**
- 2.1 The Beneficiary confirms that:
- (a) the declarations made in its Application remain true and accurate to the best of its knowledge and belief;
  - (b) it has full capacity and authority to enter into the Agreement;
  - (c) it is not aware of any circumstances which would prevent it from fulfilling its obligations under the Agreement;
  - (d) if there are any changes to the Beneficiary's circumstances which could affect its eligibility or suitability for the Grant or its ability to fulfil its obligations under the Agreement, it will notify the Authority in writing without delay;
  - (e) it has read and understood and will comply with all elements of the Guidance;
  - (f) it has not received and will not receive any duplicate funding or allowances from other public sources in respect of the same obligations it is required to undertake under the Agreement;
  - (g) its obligations under the Agreement do not duplicate and will not duplicate any other legal obligations it would otherwise be required to undertake;
  - (h) its obligations under the Agreement do not and will not conflict in whole or in part with any other legal or contractual obligations on the Beneficiary; and
  - (i) it will at all times comply with all relevant domestic and EU legislation in the performance of its obligations under the Agreement.
- 2.2 Subject to any provision to the contrary in the Grant Funding Agreement, the Beneficiary understands that it must not receive any other public funding for the Project (investment). Where other public funding is permitted, full details are set out in the Grant Funding Agreement. If the Beneficiary receives any other public funding which is not explicitly permitted in the Grant Funding Agreement, the Authority reserves the right to recover the Grant in accordance with clause 9 and/or terminate the Agreement in accordance with clause 19.

- 2.3 The Beneficiary confirms that it has obtained and will maintain and comply with any permits, licences, permissions, consents, approvals, certificates and authorisations (whether statutory or otherwise) which are required for the performance of its obligations under the Agreement.
- 2.4 The Beneficiary understands that the giving of any approval, consent or acknowledgement, or the review of any document or course of action by or on behalf of the Authority does not relieve the Beneficiary of any of its obligations under the Agreement unless expressly permitted in writing by the Authority.
- 2.5 The Beneficiary understands that it is an offence to knowingly or recklessly provide false or misleading information or intentionally obstruct or fail to assist any person carrying out public functions in connection with the Agreement, and that such conduct by the Beneficiary may attract criminal penalties.
- 2.6 The Beneficiary shall make its own enquiries as to the accuracy and adequacy of any information on which it relies in connection with the Agreement.
- 3. Beneficiary's Obligations**
- 3.1 In applying for and receiving the Grant, the Beneficiary agrees to comply with these terms and conditions and any mandatory requirements set out in the Guidance.
- 3.2 The Beneficiary undertakes that any items funded by the Grant in connection with the Project will remain in the Beneficiary's ownership and be used and maintained for the purpose and in the manner for which they were intended until the End Date. The Beneficiary shall not make any change to the ownership or use of any such item before the End Date without the Authority's prior written consent.
- 4. Term**
- 4.1 The Agreement shall commence on the Start Date and, subject to any earlier termination in accordance with clause 19, it shall continue in force until the End Date.
- 5. The Guidance**
- 5.1 The Beneficiary shall comply with the mandatory elements of the Guidance as a condition of receiving the Grant.
- 5.2 The Authority reserves the right to update or amend the Guidance from time to time. In such circumstances the Beneficiary will be notified in writing of any changes.
- 6. Changes to Ownership of Business or Project**
- 6.1 The Beneficiary must notify the Authority in writing in advance of any proposed changes affecting any part of its business including (without limitation):
- (a) the sale or transfer or all or part of its business to a new owner;

- (b) the acquisition by the Beneficiary of any new business interests which are of significant size or value and may affect the Beneficiary's eligibility for the Grant;
  - (c) the sale or transfer of any land which is capable of having an impact on the Project;
  - (d) the granting, termination or expiry of any lease or tenancy which is capable of having an impact on the Project; or
  - (e) any material change to the Beneficiary's financial circumstances which could affect its ability to carry out the Project.
- 6.2 The Beneficiary may not grant any legal charge over any land or other asset funded in whole or in part by the Grant without the Authority's prior written consent.
- 6.3 The Beneficiary acknowledges and accepts that any significant change affecting its business may have consequences for the Agreement. In some circumstances the Authority may be required to recover all or part of the Grant.

## **7. Amendments**

- 7.1 No amendments to the Project shall be permitted unless expressly agreed in writing by the Authority.
- 7.2 Further details of the circumstances in which amendments may be permitted and the process to be followed are set out in the Guidance.

## **8. Claim Forms**

- 8.1 The Beneficiary shall submit Claim Forms and supporting documents to the Authority in accordance with the instructions provided in the Guidance and on the Claim Form itself.
- 8.2 The Grant will be paid directly to the Beneficiary's nominated business bank account via BACS transfer by the Authority, subject to the necessary funds being available when the payment falls due. The Beneficiary agrees and accepts that payment of the Grant can only be made to the extent that the funds are available.
- 8.3 Any failure by the Beneficiary to submit a Claim Form in accordance with the instructions and by the specified deadline (including the provision of any supporting documents necessary to enable the claim to be processed) may result in payment of the Grant being delayed, reduced or withheld.
- 8.4 All Claim Forms will be checked and verified before any sum is paid. If there is any discrepancy between the amount claimed by the Beneficiary and the amount the Beneficiary is entitled to claim, the Grant may be subject to a penalty. In the most severe cases, the Claim Form may be rejected in its entirety.
- 8.5 The amount of the Grant shall not be increased in the event of any overspend by the Beneficiary in the delivery of its obligations under the Agreement.

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

## **9. Repayment**

9.1 If the Beneficiary breaches the terms of the Agreement or if there is a change in circumstances affecting its eligibility to receive the Grant, the Authority reserves the right to withhold or require repayment of the Grant. In addition, where the Beneficiary has breached the terms of the Agreement, penalties may be applied.

9.2 If the Beneficiary receives any overpayment or any payment to which it is not entitled (including in the event of an administrative error), the undue amount must be repaid. It is the Beneficiary's responsibility to check all payments it receives from the Authority and notify the Authority immediately if it has any reason to believe that an error has occurred.

9.3 If any sum becomes repayable under the Agreement, it shall be treated as a debt owing by the Beneficiary to the Authority until such time as the outstanding amount is repaid.

9.4 Where any sum is repayable under the Agreement, the Authority reserves the right to:

- (a) issue a recovery order to the Beneficiary requiring repayment of the outstanding amount; and/or
- (b) withhold any future payments and/or deduct the outstanding amount from any future payments which are due to the Beneficiary under this Agreement, any other RDPE grant agreement, or any other sum due to the Beneficiary under the Common Agricultural Policy.

9.5 Any recovery order issued to the Beneficiary shall specify the amount to be repaid and the date by which repayment must be made. If the Beneficiary fails to make a repayment within 60 days of the date of the relevant recovery order, the Authority reserves the right to charge interest on the outstanding debt at a daily rate equivalent to the Bank of England base rate plus 1%.

## **10. Access to Documents and Information**

10.1 The Beneficiary shall, upon request, supply any documents, information, data, reports or written or verbal explanations which may be required by the Authority or any UK or EU public authority (or their authorised representatives or auditors) in connection with the Agreement or the Scheme.

## 11. Site Visits

- 11.1 The Beneficiary shall allow the Authority or any UK or EU public authority (or their authorised representatives or auditors) to access its land and/or premises in connection with the Agreement. Such access may be required with or without notice. The Beneficiary agrees to assist and cooperate with any person authorised to carry out any site visits (including controls and spot-checks) and shall provide access to any land, premises, plant, equipment or documents which may be required.
- 11.2 In addition to any consequences arising as a result of a breach by the Beneficiary of these terms and conditions, the Beneficiary understands that it is a criminal offence to intentionally obstruct, or fail to assist or provide information to any person exercising powers under this clause and performing other tasks in connection with the Agreement.

## 12. Maintenance of Accounts and Records

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

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

- 12.3 The Beneficiary shall comply with and facilitate the Authority's compliance with all statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns applicable to itself and the Authority.
- 12.4 In addition to its obligations to provide information to the Authority, the Beneficiary shall provide any of the information referred to in this clause to the Managing Authority or any other UK or EU public authority (or their authorised representatives or auditors) upon request.

## 13. Evaluation

- 13.1 The Beneficiary acknowledges that as a condition of receiving the Grant funding it may be required to participate in an evaluation procedure, which may take place either during the Agreement or after its expiry or termination.
- 13.2 The Beneficiary understands that its contact details may be disclosed to third parties for evaluation purposes and agrees to assist and cooperate with any person authorised by any UK or EU public authority to carry out such an evaluation.

## 14. Acknowledgement and Publicity

- 14.1 The Beneficiary shall comply with all instructions and guidance from the Authority or the Managing Authority in relation to acknowledgement and publicity of the Grant, including using any materials or templates which are provided to it for this purpose. Such acknowledgement and publicity may include, where appropriate, a statement on any website operated by the Beneficiary for business purposes, and/ or a poster, plaque or billboard displayed on the Beneficiary's land or premises. Further details of the publicity requirements applicable to Beneficiaries are set out in the Guidance.
- 14.2 Where the Beneficiary uses the name and logo of any other organisation in its publicity, it shall comply with all reasonable branding guidelines or instructions it is given in relation to the use of such name or logo.
- 14.3 The Beneficiary agrees to participate in and co-operate with promotional activities relating to the Scheme if required to do so by the Authority or the Managing Authority.
- 14.4 The Authority or the Managing Authority may acknowledge the Beneficiary's involvement in the Scheme as appropriate without prior notice.
- 14.5 The Beneficiary shall comply with all reasonable requests from the Authority or the Managing Authority to facilitate visits, provide reports, statistics, photographs and case

studies that will assist them with any promotional and publicity activities relating to RDPE.

## 15. Intellectual Property Rights

- 15.1 All rights, title and interest in or to any information, data, reports, documents, procedures, forecasts, technology, know-how and any other Intellectual Property Rights whatsoever owned by or licensed to either the Authority or the Beneficiary before the Start Date or developed by either party under the Agreement, shall remain the property of that party.
- 15.2 Where the Authority or the Managing Authority has allowed the Beneficiary to use any of its Intellectual Property Rights in connection with the Agreement (including without limitation its name and logo), the Beneficiary shall, on termination of the Agreement, cease to use such Intellectual Property Rights immediately (subject to any ongoing requirement to use Intellectual Property Rights in compliance with the publicity requirements in clause 14).
- 15.3 The Beneficiary shall comply with any provisions relating to Intellectual Property Rights which are specified in the Agreement Document.
- 15.4 Where any documents or materials are provided to the Authority or Managing Authority under this Agreement, the Beneficiary shall ensure that those bodies are entitled to use such documents or materials for the purpose for which they have been provided. Where the Beneficiary owns any Intellectual

Property Rights in such documents or materials, it hereby grants a non-exclusive, royalty-free, perpetual licence to the receiving party to use such Intellectual Property Rights to the extent necessary to give effect to this clause.

## **16. Data and Information**

- 16.1 The parties shall comply with all relevant UK and EU data protection legislation in delivering their obligations under the Agreement.
- 16.2 The Authority and/or the Managing Authority may use any information or data provided by the Beneficiary or collected during the course of the Agreement for the purposes of management, control and evaluation and may share this with other UK and EU public bodies for the purposes of monitoring and administering the Common Agricultural Policy (CAP) further to Article 117 of EU Regulation No 1306/2013.
- 16.3 Information and data about the Agreement (including details about the Beneficiary, the Grant and Project) may be published on public websites.
- 16.4 The Beneficiary consents to its contact details being disclosed to any UK or EU public authority (or their authorised representatives or auditors) for monitoring, inspection or evaluation purposes.
- 16.5 The Beneficiary acknowledges that the Authority and the Managing Authority are subject to the requirements of the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (EIR).
- 16.6 The Beneficiary shall provide all necessary assistance and cooperation which is reasonably requested by the Authority or the Managing Authority for the purposes of complying with its obligations under the FOIA and EIR. If the Authority or the Managing Authority requires the Beneficiary to supply information pursuant to a FOIA/EIR request, the Beneficiary shall supply all such information which is within its possession or control within 5 Working Days (or such other period as is reasonably required).
- 16.7 If the Beneficiary receives a FOIA/EIR request from a member of the public in connection with the Agreement or the Project, it shall not respond to the request but shall forward the request to the Authority within 2 Working Days of receipt.
- 16.8 The Authority or the Managing Authority (as appropriate) shall determine in its absolute discretion whether any information is exempt from disclosure in accordance with the provisions of FOIA and/or the EIR.
- 16.9 Further details about how information about the Beneficiary and the Agreement will be used and shared are set out in the Guidance.

## **17. Limitation of Liability**

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

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

17.3 Subject to clause 17.1 and 17.2, the Authority's total aggregate liability in connection with the Agreement shall not exceed the amount of the Grant.

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

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

## **18. Force Majeure**

18.1 If the Beneficiary is prevented from complying with its obligations under the Agreement due to force majeure or exceptional circumstances, the Authority must be notified in writing, within 15 Working Days from the date on which the Beneficiary (or any person authorised to act on the Beneficiary's behalf) is in a position to do so.

18.2 The Authority will consider the facts on a case-by-case basis in deciding whether or not the Beneficiary is relieved of all or part of its obligations under the Agreement and whether all or part of the Grant should be suspended or repaid.

## **19. Termination**

19.1 The Authority reserves the right to terminate the Agreement on written notice to the Beneficiary if:

- (a) the Beneficiary has breached the terms of the Agreement or there is a change in circumstances affecting its eligibility to receive the Grant (whether or not the Authority has taken steps to recover the Grant in accordance with clause 9); or
- (b) the Beneficiary has failed to repay any sum which has become recoverable by the Authority in accordance with clause 9.

19.2 In addition to its right to terminate under clause 19.1 above, the Authority may terminate the Agreement and any future Grant payments on giving the Beneficiary two months' written notice at any time. Provided that the Beneficiary is not in breach of the Agreement, Grant payments already paid will not be recoverable.

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

## 20. Consequences of Expiry or Termination

- 20.1 Expiry or termination of the Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of expiry or termination which existed at or before the date of expiry or termination.
- 20.2 Expiry or termination of the Agreement shall not affect the continuing rights and obligations of the parties under clauses 9 (Repayment), 10 (Access to Documents and Information), 11 (Site Visits), 12 (Maintenance of Accounts and Records), 13 (Evaluation), 14 (Acknowledgement and Publicity), 15 (Intellectual Property Rights), 16 (Data and Information), 17 (Limitation of Liability), 20 (Consequences of Expiry or Termination), 22 (Severability), 23 (Waiver), 24 (Notices), 25 (Dispute Resolution), 27 (Joint and Several Liability), 28 (Third Party Rights), 29 (Governing Law) or any other provision in the Agreement or mandatory requirement in the Guidance which is expressly stated to survive expiry or termination of the Agreement or which is required to give effect to such termination or expiry or the consequences of such termination or expiry.

## 21. Variations to These Terms and Conditions

- 21.1 The Authority reserves the right to vary these terms and conditions or the Grant Funding Agreement. Any variation will be effected in writing and notified to the Beneficiary

in advance. The Authority shall endeavour to give such notice as is reasonable and proportionate, having regard to the nature of the variation and its consequences for the Beneficiary.

## 22. Severability

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

## 23. Waiver

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

## 24. Notices

- 24.1 All notices in relation to the Agreement shall be in writing and shall be deemed to have been duly given if personally delivered, e-mailed, or mailed (first class postage prepaid) using the contact details set out in the Grant Funding Agreement (or any updated address which is subsequently notified by one party to the other). It is the Beneficiary's responsibility to notify the Authority of any change to its contact details.
- 24.2 If personally delivered or if emailed all such notices shall be deemed to have been given when received (except that if received on a non-Working Day or after 5.00 pm on any Working Day they shall

be deemed received on the next Working Day) and if mailed all such notices shall be deemed to have been given and received on the second Working Day following such mailing.

## **25. Dispute Resolution**

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

## **26. No Partnership or Agency**

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

## **27. Joint and Several Liability**

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

## **28. Third Party Rights**

28.1 Subject to clause 28.2 below, the Agreement does not and is not intended to confer any benefit on any person who is not a party to the

Agreement.

28.2 The terms of the Agreement may be enforced and recovery of any Grant may be sought by the Managing Authority, which shall be entitled to receive the benefit of the Agreement as if it were the Authority.

## **29. Governing Law**

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

# Annex 3

## Countryside Productivity Small Grant Scheme

**Eligible items – Specification  
and Standard Cost**

# Specification and Standard Cost

Item No.	Cattle Specific Equipment	Specification	Standard Cost
SG1	Mobile Cattle Handling Systems	Mobile system consisting of race, crush and penning for a maximum of 50 cattle on an integrated road legal trailer. The crush must have a ratchet rump bar with automatic head yoke and auto reset facility.	£10,200
SG2	Fixed Cattle Handling Systems	<p>A corral system which provides a safe and effective holding area and race-way handling facility to attach to a cattle crush.</p> <p>The system can be erected to suit the requirements of the individual site and must consist of the following minimum specification based on the Scotland Rural College (SRUC) technical note 565. This contains 2 holding pens, and gates, 1 circular forcing pen approx. 3-4m radius with galvanised metal and side covers to prevent cattle from seeing to the side, leading to a straight or a curved race 3-5m (depending upon system) side covered length with closure gate which is fitted in the race.</p> <p><a href="https://www.sruc.ac.uk/downloads/file/1064/tn565_recommendations_for_the_design_of_new_safe_and_efficient_cattle_handling_systems">https://www.sruc.ac.uk/downloads/file/1064/tn565_recommendations_for_the_design_of_new_safe_and_efficient_cattle_handling_systems</a></p>	£9,666
SG3	Cattle Crush (Automatic)	With an internal width of 720mm, the crush will have a fully automatic head yoke with auto reset facility, complete access to both sides, rotating rump bar. The crush will be fully galvanised.	£4,050
SG4	Cattle Crush (Manual)	With an internal width of 720mm, the crush will have a manual head yoke, complete access to both sides and a rump bar. The crush will be fully galvanised.	£2,758

Item No.	Cattle Specific Equipment	Specification	Standard Cost
SG5	Squeeze Crush	Hydraulically operated squeeze crush for cattle.	£10,360
SG6	Head Scoop (Cattle)	Restricts the side to side movement of the animal's head providing increased safety for the animal and operator and helps prevent the animal from collapsing.	£542
SG7	Electronic Weigh System	Digital weighing device with the ability to record individual animals and track the live weight gains as well as the capability for drafting. The device will have a computer or mobile device interface.	£1,700
SG8	Weigh Bars / Platforms	Load bars or a platform that is compatible with the crush in place. Capable of weighing up to 2000kg.	£1,150
SG9	Cattle Auto ID Shedding Gate	Gate linked to computer control/EID system to draft cows into two groups automatically.	£6,166
SG10	Foot Trimming add-on to Crushes	Hoof trimming attachment consisting of belly harness/support, front and rear leg winch with lifting strap and four hoof blocks.	£659
SG11	Specialist Foot Trimming Crush	The crush must be specially designed primarily for foot trimming. With an internal width of at least 720mm, the crush will have a head yoke, rotating rump bar. The crush will be fully galvanised.	£4,400
SG12	Calving Detectors	Detector system linked to phone/hand held device to alert when cow begins calving.	£199
SG13	Cluster Flush	System to back flush milking cluster to sanitise unit between cows. Cost is per cluster unit.	£1,013
SG14	Automated Footbaths	A footbath that will automatically fill, dose, flush and replenish.	£4,566
SG15	Heat Detection System - Base Unit	Automated system for the heat detection in cows.	£3,825

Item No.	Cattle Specific Equipment	Specification	Standard Cost
SG16	Heat Detection System - Collar or Ankle Band	Automated system for the heat detection in cows. Neck collars or ankle bands to measure motion associated with oestrous behaviour. Cost is per neck collar/ankle band.	£98
SG17	Milk Analysis Based Herd Management System	Milk sensors that can produce data on conductivity and milk constituents per cow in real time. Cost is per milk point.	£1,400
SG18	Hand-held Automatic Teat Washing System	Hand-held automatic teat washing brush which can wash, disinfect, stimulate and dries all in one visit to the cow. Maximum of two per parlour.	£5,950
SG19	Visual Image Analysis of Cow Body Condition Score	Camera based system which automatically assesses body condition score linked to EID.	£13,871
SG20	Badger Proof Feed Troughs	Cattle feed trough that includes rollers or other mechanisms, which reduce or eliminate the possibility of badgers making contact with feed. Cost is per trough.	£306
SG21	Badger Proof Lick Holders	Cattle mineral/supplement holder, which by design will eliminate the possibility of badgers making contact with the mineral/supplement. Cost is per holder.	£110
SG22	Rotating Cow Brush	A purpose built pivoted rotating cow brush with auto start stop suitable for 50 - 60 cows.	£1,286
SG23	Auto Cattle Weighing Equipment	In field or in buildings (weigh platform in front of water/feed troughs). Equipment which automatically weighs cattle without human intervention, linked to EID. This comprises of a weigh platform (often with water trough), EID reader and weigh head.	£6,843
SG24	Calf Milk Pasteuriser/Dispenser	Battery operated mobile Colostrum/Waste Milk Pasteuriser and dispenser of minimum 150 litres.	£7,033

Item No.	Cattle Specific Equipment	Specification	Standard Cost
SG25	Auto Calf Feeder with Washing Facility	Programmable milk feeder for calves, capable of individually feeding and monitoring calf intake. Able to alert if calf is not drinking or drinking less than normal. Must automatically self-clean feeding tube and teat between each feeding. Cost is one feed station and 25-30 collars.	£8,116
SG26	Additional Feed Station	Purchase of additional feed station for programmable milk feed for calves including 25 -30 collars per station. Up to maximum of 3 additional feed stations.	£2,179

Item No.	Sheep Specific Equipment	Specification	Standard Cost
SG27	Mobile Sheep Handling Systems	Suitable for a minimum of 250 sheep with the aim to allow farmers to handle sheep on blocks of ground away from the main holding. Must include a gathering pen, forcing pen, drafting race, dosing race, side pens, the ability to fit plastic footbath and an integrated road legal trailer. Requirements taken from technical note 606 SAC.  <a href="https://www.sruc.ac.uk/downloads/file/1219/tn606_sheep_handling_facilities">https://www.sruc.ac.uk/downloads/file/1219/tn606_sheep_handling_facilities</a>	£7,487
SG28	Fixed Sheep Handling Systems	Fixed sheep handling system consisting of a gathering pen, forcing pen, drafting race, dosing race, side pens and the ability to fit plastic footbath. Suitable for 80 - 100 sheep. The farmer will integrate this into a shed or a larger penning area to allow them to handle as many sheep as the farm requires. Requirements taken from technical note 606 SAC  <a href="https://www.sruc.ac.uk/downloads/file/1219/tn606_sheep_handling_facilities">https://www.sruc.ac.uk/downloads/file/1219/tn606_sheep_handling_facilities</a>	£3,337

Item No.	Sheep Specific Equipment	Specification	Standard Cost
SG29	Electronic Weigh Scales	Electronic weigh crate with EID compatibility to be used in conjunction with Electronic Weigh System. The weigh system will be a digital weighing device with the ability to record individual animals and track the live weight gains as well as the capability for drafting. The device will have a computer or mobile device interface.	£4,832
SG30	Sheep Handler	Crate or clamp style sheep handler for efficiently dagging, dosing and sorting sheep.	£3,273

Item No.	Pig Specific Equipment	Specification	Standard Cost
SG31	Fixed Handling System for Pigs	<p>Suitable for adaptation in either indoor or outdoor production systems.</p> <p>Pig race consisting of sheeted hurdles and gates. This must be a system which provides a safe and effective race-way handling facility capable of being connected to a weighing facility; either an individual crate or a weighing platform.</p> <p>The system can be erected to suit the requirements of the individual site and must consist of the following minimum specification: 2m x 1m hurdles lined with 9mm Stokbord sheeting or similar recycled sheeted material capable of cleaning and disinfection (Qty:10), 2m wide drafting gate in frame 50mm x 50mm, also Stokbord sheeted, race joiner, coupling pins (Qty:20). All items should be constructed as a minimum from galvanised but preferably in stainless steel, which is lighter, significantly stronger and resistant to corrosive attack from acidic disinfectants.</p>	£2,100

Item No.	Pig Specific Equipment	Specification	Standard Cost
SG32	Electronic Pig Weighing Facility	To be used in conjunction with an integral Electronic Data Management System.  Digitally-based weighing facility with the ability to record live weights for individual pigs or potentially batches of pigs as well as the capability for manual or auto drafting. Suitable for use in both indoor and outdoor production systems. The facility will have a computer or mobile device interface to an integral electronic data management system. Capable of weighing pigs from 7kg to 125kg.	£2,900
SG33	Enclosed Piglet Creeps and Heat Pads	Both capable of thermostatic control to optimise energy efficiency.  Made from GRP (glass-reinforced plastic) insulated panels, suitable for effective cleaning and disinfection. They feature purpose built elements to ensure even heat distribution over the whole surface area thus allowing all piglets access to warmth. The power cable is protected from animal damage by a flexible stainless-steel tube. Pads are available with or without a sensor along with a temperature controller capable of running up to 1800 watts.	£387

Item No.	General Livestock Equipment	Specification	Standard Cost
SG34	EID Hand-held Devices	Hand-held reader with RFID technology for individual reading and recording of animals that must be capable of exporting data to a computer based software package for the active monitoring of livestock.	£1,222

Item No.	General Livestock Equipment	Specification	Standard Cost
SG35	EID (Stick) and Panel Readers	Stick reader with RFID technology for individual reading of animals. Must be capable of scanning tags and storing data, with the ability to connect wirelessly to phones or other devices. Must be able to read HDX and FDX B tags.	£550
SG36	Auto EID Drench Gun	A drenching gun that wirelessly communicates with a weigh head to automatically adjust the dosage of drench or pour on, depending on the animal's weight.	£850
SG37	Pasture Plate Meter (Hand-held)	A hand-held device to assess grass cover by measuring total height and the number of measures. The device must have the capability of storing separate paddocks and for the data to be downloaded to a computer.	£550
SG38	Pasture Plate Meter (Trailed)	A trailed device to assess grass cover by measuring total height and the number of measures. The device must have the capability of storing separate paddocks and for the data to be downloaded to a computer.	£2,650
SG39	Electric Fencer Energiser	Solar powered Electric Fencing Energiser providing at least 0.15 joules with integrated battery	£240

Item No.	Precision Farming Equipment	Specification	Standard Cost
SG40	GPS for Precision Farming	A standalone GPS unit with automatic field boundary measurement and field recognition. It must have a minimum capability of straight and curved guidance modes with the ability to print maps.	£1,366

Item No.	Precision Farming Equipment	Specification	Standard Cost
SG41	Yield Mapping	An electronic device to connect to a combine or forage harvester to monitor crop yield during harvest. It will provide information on harvesting rate, with total and partial area (field) yield of crop.	£4,730
SG42	Variable Rate Controller for sprayers and fertiliser spreaders	An electronic device to connect to an existing sprayer or fertiliser spreader for the purposes of variable rate application. The regulation system will work from either a pressure or a flow sensor and provide information on forward speed, application rate, total and partial area, total and partial volume applied, boom and section status and pressure, flow rate and tank level.	£4,625
SG43	GPS and Flow Systems	Slurry flow meter, cab display/controller and GPS system.	£4,506
SG44	Measuring nitrogen levels in crops using light reflectance	Tractor mounted sensor to determine the nitrogen status of the crop using light reflectance to enable real time variable rate Nitrogen fertiliser application. Offer includes sensor and linkage to variable control on fertiliser spreader.	£22,500

Item No.	Resource Management and Efficiency Equipment	Specification	Standard Cost
SG45	Trailing Shoe Slurry System including Macerators	Trailing shoe slurry applicator, minimum 6m working width. To fit to slurry tanker or attach to flexible pipe/umbilical system. Includes pipework, stone traps, lines, full length sight glass.	£21,500
SG46	Dribble Bar	Dribble bar applicator, minimum 6m working width. To fit to slurry tanker or attached to flexible pipe/ umbilical system.	£10,000
SG47	Shallow Injection Systems	Injection system to inject slurry into soil surface. To fit to slurry tanker or attach to flexible pipe/umbilical system.	£22,169

Item No.	Resource Management and Efficiency Equipment	Specification	Standard Cost
SG48	Umbilical Hose Reeler	Umbilical hose reeler, random or compartmentalised trailed or mounted.	£3,418
SG49	Trailed Compartmented Reeler	Trailed compartmented (minimum size of 1600m).	£11,162
SG50	Heat Recovery Unit/Plate Cooler	System to remove heat from milk before entering the bulk tank. HRU to heat water suitable for parlour/tank wash-down.	£6,950
SG51	Variable Speed Drives on vacuum pumps and/or milk pumps	Variable speed vacuum pump (saves electricity by varying the speed to only perform the work required).	£4,585
SG52	Improving efficiency of Plate Heat Exchanger (PHE), including solenoid valve	Control equipment regulates cold water flow to match the flow of warm milk, saving both electricity and water.	£3,393
SG53	Hydraulic Ram Pumps (water)	Pump working by hydraulic pressure to raise clean water. Pump plus sediment chamber, pump chamber, drive pipe, distribution pipe, 5,000l (minimum) header tank and return pipe. System assumes 20l/min flow, 3m head with 10 - 20m lift, 300m delivery pipe and two spurs.	£4,996

Item No.	Other General Equipment	Specification	Standard Cost
SG54	Seed Drills	Direct or strip till drill capable of working through cover crops. Minimum of 3m working width with pneumatic hopper and pre emergence markers.	£23,500

Item No.	Other General Equipment	Specification	Standard Cost
SG55	Robotic Silage Pusher	Robotic system with intelligent software and programmable for the intended feed passage. The equipment must have the capability to detect the distance from the feed barrier along with the amount of feed in the passage.	£12,000
SG56	Electric Scraper Systems	Slurry scraping system with electric motors. To run automatic hydraulic drive or rope / chain winch. (Replace a tractor scraping system). Excludes installation costs.	£16,000
SG57	Humidity Controls for grain drying and dehumidifiers	Control system to sense humidity and control intensity (fuel use) of drying process. Includes duplex burners for use with fan installation. SMS Text Alert System is designed to continuously monitor the running of bulk grain drying temperature controller for multiple grain cooling fans.	£6,075
SG58	Grain stirrers / thermostatic switches / automatic grain temperature (and SMS warning) monitoring.	Grain stirrers with thermostatic switches coupled to temperature monitoring. Must include SMS warning system.	£17,050
SG59	Digital Weather Station linked to computer with software.	A system/station that has the minimum functionality to record barometric pressure, temperature, humidity, rainfall, wind, solar radiation, UV and soil moisture and temperature. Most systems require additional modules to meet this specification. The system must also have GPRS transmitters. The cost includes the sensor, mounting facilities and the minimum selection of 5 sensors. Excludes installation costs, service costs and calibration.	£2,687

Item No.	Other General Equipment	Specification	Standard Cost
SG60	Wide Area Network equipment to connect devices on farm	Wireless network repeaters to extend an existing wireless network to enable devices to connect for agricultural use.	£220
SG61	Fibre Optic Networking Equipment	Fibre optic networking to enable devices to connect for agricultural use.	£610

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