

**CHANNEL PAYMENTS FOR ECOSYSTEM SERVICES (CPES) / NATUREBID AUCTION
FARM/ RIPARIAN WORKS GRANT AGREEMENT**



Westcountry
Rivers Trust

The EU Partnership project Channel Payments for Ecosystem Services (CPES) brings together organisations on both sides of the English Channel, with the ambition to influence and improve water quality entering it from both coastal regions through the development and trialing of new financial instruments. The ultimate goal of the CPES project is to demonstrate that PES is a cost-effective tool for solving diffuse pollution problems.

In one case study area; the River Lyd catchment, Westcountry Rivers Trust are trialing the use of an Auction platform; NatureBid, which allows farmers and landowners to select interventions on their land and 'bid' towards obtaining grant funding support which will be considered overall for best use of available funds in terms of positive contribution towards improving water quality, but also as strategic location in catchment to provide multiple environmental benefits as a secondary outcome.

Farmers and landowners will benefit from tailored advice to promote good farming practice designed to reduce diffuse pollution from agriculture, supported in some instances by grant assistance, where deemed appropriate by the Westcountry Rivers Trust's farm advisor, to carry out improvements in farm and riparian management. Watercourses within these target catchment areas will benefit from improved raw water quality from reduced run off, eutrophication, erosion or soil mobilisation, but also see wider benefits such as regulation of river flow from restored wetland, flood mitigation, reconnection of riparian habitats resulting in a boost to biodiversity. This grant is offered in the expectation that the beneficiary will share in this joint approach to improve raw water quality in their catchment.

To qualify for grant assistance, the works must be completed and the supporting invoices &/or timesheets (provided by your advisor if appropriate) must be received no later than:

_____ / _____ / _____

Address: Farm code : (e.g. CPES/NB/Lyd-100) Telephone: Mobile:	Name of landowner / beneficiary: Post code: Email:
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Position of Works: (Eg. Start and finish grid references, description with attached map)

Grid references/ Field No. / Area etc:		River:	
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Description of Works:
(Intervention details, specification, any special requirements, see WRT Measure Specification sheets etc.)

Estimated Cost of Works and Grant excl. VAT

Items	Unit cost	Quantity	Total
Total excl. VAT			£

Grant rate: %

Capped* Grant excl. VAT: £

Introduction

The Beneficiary acknowledges and agrees that Westcountry Rivers Trust ("the Trust") are party to this agreement and may enforce these terms.

Payment Terms

On completion of the works and submission of supporting evidence eg. invoices and where applicable project time sheets, to the Trust, a Trust representative will audit the works to ensure they have been satisfactorily completed to the standard set out above and in accordance with any specifications identified in the Measure Specification sheets. Once approved the grant will normally be paid within one month of submission.

Grant Conditions

- The works will be carried out with the sole aim of improving water quality and riparian habitat.
- The works will have a positive effect on downstream water quality.
- The individual grant rate will reflect the final agreed bid as a result of the NatureBid auction platform but is capped at the rates set out above.
- The grant will not provide the Beneficiary with any unfair economic advantage.
- The land holding and watercourse is within an area designated as eligible for grant assistance.

The Trust's Responsibilities

The Trust shall not be liable by reason of any representation (unless fraudulent) or any implied warranty, condition or other term or any duty at common law or for any loss of profit or any indirect, special or consequential loss, damage, costs or expenses or other claims which arise out of or in connection with the works, the grant or this agreement including death, person injury or damage to property resulting from negligence or that of their employees.

Beneficiary's Responsibilities

The Beneficiary acknowledges the Trust's funding and, as a consequence, its right to benefit from the works funded. As such, the Beneficiary accepts that its responsibilities include:

- Obtaining any necessary licenses, consents or planning permission as required.
- Maintaining the works for a minimum of ten years, ensuring that it continues to meet safety and hygiene standards and allowing access to the Trust's representatives to monitor this upon reasonable notice.
- Ensuring that these terms are legally transferred to the new occupier if the land is sold or tenanted.
- Checking that all contractors have adequate third party and public liability insurance for carrying out the works.
- The grant recipient confirms that funding under the CPES project will not be used to fund maintenance or other obligations required to comply with Countryside Stewardship (CS) conditions where CS funding has been received for the same item within the last 5 years.
- Responsibility for all third party risks and liabilities arising from the construction of the works and their future use. The Beneficiary shall indemnify and keep the Trust indemnified from and against all liabilities, damages and losses arising from any breach of the provisions of this agreement, or any act or omission of the Beneficiary, or their contractors.

- g) Confirmation that The Beneficiary has not been in receipt of aggregate state aid in excess of €200,000 on a 3 year rolling basis.
- h) Declaration of receipt of grant funding from WRT under any other previous project.

The Beneficiary acknowledges and agrees that any failure to comply with any of the Beneficiary's Responsibilities may entitle the Trust to a refund of the grant (full or in part). The Beneficiary warrants that all information provided prior to the date of this agreement is true and accurate.

The Beneficiary, on entering into this agreement, consents to the Trust holding and processing personal data (as defined in the Data Protection Act 1998) relating to the Beneficiary for legal, administrative and management purposes. The Beneficiary further consents to the Trust making such information available to other organisations involved in this project delivery and any regulatory authorities, governmental or quasi-governmental organisations.

The Beneficiary may not, without the prior consent of the Trust, assign or transfer this agreement. Any amendment to this agreement shall be in writing and signed by each party. No delay or failure to exercise any right under this agreement shall operate as a waiver of that right. This agreement may be executed and delivered in any number of counterparts, each of which is an original and which, together, have the same effect as if each party had signed the same document. This agreement shall be governed by, and construed in accordance with, the law of England and Wales. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement.

This agreement shall take effect on the date on which the final signature is made:

Signed by the beneficiary:

Signature:	Date:
Name: (print)	

Signed for and on behalf of The Westcountry Rivers Trust:

Signature:	Date:
Name: (print)	

Attach: Maps, WRT Farm Advice (where relevant)