



# European Union

## European Regional Development Fund

DIG-C-07. Version 3 17<sup>th</sup> February 2022

### Digital Innovation Grant Programme

#### Applicant Terms and Conditions

If you are offered a Digital Innovation Grant, the following terms and conditions will apply. **You should read them carefully and make sure you can agree to all of them.**

#### 1. About the grant:

1.1 In order to meet the aims of the Digital Innovation Grant programme, you are required to complete the Grant Application Form in line with the Application Guidance

1.1 The contract for service that you enter into with your chosen provider must be sufficient to deliver the outcomes desired.

1.2 Your business can apply up to the maximum grant value of £5,000 excluding VAT.

1.3 You will choose your provider independently. The maximum project value is £10,000 excluding VAT and you will need to supply one fully itemised quote.

1.4 You must enter into a contract with your supplier within 1 month of the date of the offer of grant. After 1 month we reserve the right to withdraw the offer and reallocate the funding.

1.5 You must not enter into a contract with a supplier that has links to your business, and/or has a relationship with a director/owner of your business. If a link/relationship is identified at any point in the application process, including after a grant is offered or paid, you will be subject to withdrawal of grant offer or clawback of the grant payment.

1.6 Business tenants: You must have the permission of your landlord if the proposed project should affect the premises in any way.

#### 2 Payment of grant

2.1 Payment of grant will be made directly to your business/organisation and you will be required to supply your bank details if your application is successful. You must send a claim form along with a copy of the supplier's fully itemised invoice and evidence that that invoice has been paid in full (bank statement entry).

2.2 Claims must not include VAT. You will need to pay your supplier directly for any VAT charged.

2.3 The grant offered will have a maximum value which will be 50% of the total project cost, excluding VAT, and up to a maximum of £10,000. To note when submitting your claim:

2.3.1 if the actual cost is less than quoted, you can only claim grant for 50% of the actual cost.

2.3.2 if the total project cost falls below £2,000 excluding VAT you will not be eligible to claim the grant

2.3.3 if the actual total project cost exceeds the quote you will be responsible for paying the difference to the supplier, up to a maximum total project cost of £10,000 excluding VAT. We are only committed to pay out grant up to the value stated in the grant offer letter.

2.3.4 The total project cost must not exceed £10,000. For example, if your application was for



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£10,000 and the actual cost at the point of purchase was £15,000, you cannot submit a grant claim for £10,000 and pay the difference of £5,000 as this is not in line with the scope of the Digital Innovation Grant programme. The £10,000 value is the maximum for single tender procurement and any spend above £10,000 would be outside the procurement thresholds and make the total cost ineligible under this scheme.

- 2.4 You should not enter into contracts, commitments or expenditure prior to receiving a formal offer of grant. Anything you spend before the date of your grant offer letter cannot be claimed back.
- 2.5 The Digital Innovation Grant programme cannot pay for any cancellation charges incurred either for early termination of an existing contract or for cancellation charges associated with a supplier quote that you choose not to accept.

### 3 My application

- 3.1 You are responsible for providing all the information requested in the application form
- 3.2 You are responsible for checking that you meet the eligibility requirements for the scheme. You will be asked on the application form to self-certify that you meet the SME criteria and are eligible to receive funding under the De Minimis Regulation (for more information speak to the Programme Management Team).
- 3.3 If required to do so you must provide evidence of your status as an organisation. Documentation we will accept includes: VAT registration; Charity Registration: HMRC notification; sole trader UTR number; certification of incorporation (Limited Companies); business bank account statement issued within the last three months; non-domestic rates reference. Other documentation, such as business-related utility bills, may be acceptable in special conditions if combined with other documentation.
- 3.4 Information submitted on the application form will be shared with other associated organisations for the purposes of processing the application. You will have the right to request to see this information under data protection laws.
- 3.5 You must be willing to help us with promotion of the Digital Innovation Grant programme, including providing information for a case study and taking part in any evaluation surveys to measure the impact of the programme.
- 3.6 As part of the ERDF monitoring and audit requirements, you will be required to retain documentary evidence of the support received, and to provide certified copies of this evidence to claim the ERDF grant and to retain originals which must be made available for inspection by an auditor. You must retain the original documentation about the grant as per the 14-20 ERDF Document Retention Requirements which include keeping records until 2033. More information can be found in the Application Guidance document or by contacting the Programme Management Team.

### 4 General conditions

- 4.1 The Digital Innovation Grant programme is not liable in any way for incomplete, false or misleading information given by applicants or suppliers. Where incomplete, false or misleading information is given, the Digital Innovation Grant programme reserves the right to either decline the application or reclaim the grant in full.
- 4.2 The Digital Innovation Grant programme reserve the right to discontinue or otherwise vary the



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terms of the scheme in any way without further notice.

- 4.3 The Digital Innovation Grant programme reserves the right to end the scheme when funds run out, or otherwise end the scheme before 31<sup>st</sup> March 2023 or end the scheme when advised by the European Commission.
- 4.4 The Digital Innovation Grant programme does not endorse any particular supplier or service/product and you should undertake all normal checks to satisfy yourself of the standing of the supplier and suitability of the service/product before placing an order directly with the supplier of your choice.
- 4.5 The Digital Innovation Grant programme accepts no liability for any work undertaken.
- 4.6 Claims for payment can only be made once all the relevant documents have been received to support the claim form. Details of these are listed on the application form and the claim form.
- 4.7 Interim claims will not be accepted. The grant can only be claimed when all purchases listed in the application/offer letter have been made and evidence is provided as per the requirements listed in the offer letter.

## 5 Assets

- 5.1 For all fixed assets and any other assets with a value over £2,500 which have been either bought or built using the ERDF funding, the applicant must set up and maintain an inventory, which includes, for each asset, the following:
  - The date of purchase
  - Description of the asset
  - The price paid net of recoverable VAT
  - Amount of ERDF grant paid
  - Location of the asset and the title deeds (if applicable)
  - Serial or identification numbers
  - The name and address of any person to whom a disposal is made (consent is required in relation to any disposal other than a disposal which was planned for and formed part of the original application)
  - Date of disposal
  - The depreciation method agreed at the contract stage
  - The date and proceeds (net of VAT) of any disposal
- 5.2 Assets must be retained for 5 years after project completion. Assets must not be used for any other purpose than that identified in the Grant Agreement. Grant Recipients cannot dispose of the asset without informing the Enterprising Barnsley Programme Management Team. The project is not permitted to use any asset for any purpose other than its approved use throughout its useful economic life. If the project does wish to change its use, or stop using it altogether, it must get prior written consent from the Enterprising Barnsley Programme Management Team. When requesting changes to the use of an asset Grant Recipients should explain how this will not prevent the project achieving the agreed objectives.