



Employer support fund pilot: general conditions

We hereby declare and accept that the Grant is awarded subject to the following understandings and conditions:

- a. We must comply with all applicable European Union or corresponding UK rules on State aid and ensure that all the requirements for the application of the GBER are met;
- b. We are not entitled to the Grant or any payment of it if it is, or becomes, subject to a recovery order following a previous EU Commission decision declaring any aid illegal and incompatible with the internal market;
- c. We are not a company in difficulty as defined in Article 2(18) GBER and commit to informing you as soon as reasonably practicable of any change in this status, on the understanding that you reserve the right to terminate the Grant if our status changes;
- d. We certify that all the information that we have provided to you in the table below or will provide to you about our undertaking's name and size, description of the training to be provided (including its start and end dates), the location of the training, the list of costs and type of aid and amount of public funding required are (at the date of this declaration), and/or will at the time it is provided be, true, accurate and complete;
- e. We will inform you of any other public funding applied for or awarded against the allowable costs and will immediately inform you if the total public funding for the Industry Placement ceases to be within the amounts permitted by the GBER;
- f. We will on request provide you with relevant information and all necessary support required for the purpose of reporting to the Department for Education, which is responsible for informing the EU Commission or other competent authority of aid awards, including submitting a summary notification of the aid to the Commission via the electronic notification system and publication of details of the aid as required;
- g. We will maintain detailed records with the information and supporting documentation necessary to establish that all the conditions set out in the Grant Funding Agreement and the GBER are fulfilled, including downloading information to the Data Tracking Tool as instructed by you;

- h. We will maintain such records for 10 years following the payment of the Grant and make them available to the Department, the EU Commission or other competent authority within a period of 20 working days if requested;
- i. We acknowledge that you (or your duly authorised representatives) may (without qualifying the generality of your monitoring rights) monitor our compliance with the requirements of paragraphs g) and i) and for the avoidance of doubt any failure to comply with those requirements (where applicable) will be deemed a breach of these General Conditions.
- j. If requested we will at our cost provide to you on or after the end date with a report by an independent qualified accountant certifying the nature of the Grant expenditure and due compliance with the Grant conditions, including relevant State aid requirements.

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