



**Grant Agreement**

**Tobacco LTP Implementation Support Grant**

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## THIS AGREEMENT is dated [DATE]

## Parties

1. **THE NHS COMMISSIONING BOARD (OPERATING UNDER THE NAME OF NHS ENGLAND)** whose address is Quarry House, Quarry Hill, Leeds, LS2 7UE (NHS England); and
2. [*name of recipient*] [incorporated and registered in England and Wales with company number [*number*] whose registered office is at [*address*]] ***OR*** [registered charity number [*number*] [*number*] whose registered office is at [*address*]] (the Recipient).

[*Note: If there are two or more Recipients, the Agreement would need to be adjusted to reflect this.*]

## Background

1. The Recipient provides [*summarise in broad terms the nature of the Recipient’s activities to which the Grant relates*] for the benefit of [*describe the category of person that benefits from the Recipient’s activities*] (the **Activities**). The Recipient has applied to NHS England for grant funding for the Project in furtherance of these Activities. A copy of its Application is annexed to this Agreement.

[*Note: Where the Recipient’s activities are not easily summarised, or the project to which the Grant relates is particularly complicated, NHS England may wish to include a schedule to describe the Activities in more detail*]

1. NHS England has the discretion, under Section 13X of the National Health Service Act 2006, to award grants to Voluntary Organisations that provide services that are similar to those in respect of which NHS England has functions.
2. In order to assist the Recipient in furthering its Activities by carrying out the Project, and in consideration of the undertakings given by the Recipient in this Agreement, NHS England wishes to make this Grant on the terms and conditions of this Agreement.
3. NHS England does not require the delivery of services from the Recipient, and the Recipient is not obliged to provide services under this Agreement, but NHS England makes the Grant conditional on the terms and conditions of this Agreement in order to safeguard the funds contained in the Grant and to ensure the appropriate use of the Grant by the Recipient.

## Agreed terms

# Interpretation

[*Note: The defined terms set out here will need to be reviewed / updated once each Agreement is finalised.*]

1.1 The following definitions apply in this Agreement:

|  |  |
| --- | --- |
| Activities | has the meaning given to it in [the Background / Schedule [X] – *delete as appropriate*] to this Agreement; |
| Application | the Recipient’s application to NHS England to request or apply for grant funding in relation to the Project, including without limitation any application at Annex A of this Agreement, any materials referred to or included in its application and any representations made by the Recipient in connection with the application; |
| Assets | any assets that are to be purchased or developed with all or part of the Grant, including equipment or any other assets (including intangible assets), as listed (where applicable) in Schedule 1; |
| Bribery Act | the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation; |
| [BudgetCommencement Date | the budget as set out in Schedule 2 which is the the Project budget and sets out how the Grant funds will fit into that][the date on which the Grant may be provided by NHS England and as set out at the beginning of the Agreement;]  |
| Confidential Information | financial, marketing, technical or other information (including data), including (without limitation) information in or relating to Intellectual Property Rights; |
| Data Processor | has the meaning given to it in the DPA; |
| DBS | the Disclosure and Barring Service established under section 87 of the Protection of Freedoms Act 2012; |
| Depreciation Period | the period over which any Assets are to be written down in the Recipient’s accounts, as may be set out in the Application or, if not so specified, according to accepted accounting practice; |
| DPA | the Data Protection Act 1998; |
| EIR | the Environmental Information Regulations 2014; |
| FOIA | the Freedom of Information Act 2000; |
| Force Majeure | any event outside the reasonable control of either party affecting its ability to perform any of its obligations (other than payment) under this Agreement including an act of God, fire, flood, lightning, war, revolution, act of terrorism, riot or civil commotion, strikes, lock-outs or other industrial action, whether of the affected party's own employees or others, failure of supplies of power, fuel, transport, equipment, raw materials or other goods or services; |
| Fundamental Standards of Care | the requirements set out in regulations 9 to 19 of the Health and Social Care Act 2008 (Regulated Activities) Regulations 2014; |
| Good Health and/or Social Care Practice | using standards, practices, methods and procedures conforming to law and applicable guidance and reflecting up-to-date published evidence and exercising that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled, efficient and experienced provider and a person engaged in activities the same as or similar to the Activities at the time of the Grant Period; |
| Governing Documents | as applicable, the Recipient’s articles of association, memorandum, constitution, objects, trust deed or any other document controlling the scope of its activities; |
| Grant | the sums to be paid to the Recipient in accordance with this Agreement as set out in Schedule 2; |
| Grant Period | the period [starting on the Commencement Date] for which the Grant is awarded, as set out in Schedule 1 and/or Schedule 2; |
| Health and Safety Requirements | the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to persons on the Recipient’s premises in the conduct of the Project; |
| [Health Service Body] | [has the meaning given to it in section 9(4) of the National Health Service Act 2006; *Note: If this is not used in Clause 21, the definition can be removed*] |
| HRA | the Human Rights Act 1998; |
| Insolvency Event | the Recipient: (i) passing a resolution for its winding up, or a court or Regulator of competent jurisdiction making an order for it to be wound up or dissolved (other than for the purposes of a bona fide reconstruction or amalgamation), or being otherwise dissolved; or (ii) an administrator, receiver or administrative receiver being appointed to it; or (iii) entering into an arrangement, compromise or composition for the benefit of its creditors or any class of them; or (iv) becoming insolvent, being declared bankrupt, placed into liquidation or having a petition presented for its winding up, or being unable to pay its debts as they fall due; or (v) taking or suffering any actions analogous to (i) to (iv) above in consequence of debt; |
| Intellectual Property | inventions, copyright, patents, database right, trademarks, designs and confidential know-how information, data, reports, documents, procedures, forecasts, technology, including Applications; |
| Intellectual Property Rights | all rights whatsoever held by either party in the Intellectual Property whether registered or not including the right to apply for any such rights; |
| Local Authority | has the meaning given in section 275(1) of the National Health Service Act 2006; |
| Match Funding | a sum to be paid by a third party to the Recipient which is equivalent value to the Grant and is contingent on the Recipient receiving the Grant; |
| NHS Body | has the meaning given to it in section 275(1) of the National Health Service Act 2006; |
| NHS Branding Guidelines | NHS brand policy and guidelines, as revised, updated or re-issued from time to time by NHS England and/or the Department of Health, and which are available at: [www.nhsidentity.nhs.uk](http://www.nhsidentity.nhs.uk) to be adhered to by the Recipient during the Project and in relation to any materials arising from the Project; |
| Operational Day | a day other than a Saturday, Sunday or bank holiday in England; |
| Personal Data | has the meaning given to it in the DPA; |
| Prohibited Act | the Recipient: (i) offering, giving, or agreeing to give NHS England (or an of its Staff) any gift or consideration of any kind as an inducement or reward for doing or not doing or for having done or not having done any act in relation to this Agreement, or for showing or not showing favour or disfavour to any person in relation to this Agreement or any other arrangement with the Recipient; and (ii) in connection with this Agreement, paying or agreeing to pay any commission, other than a payment, particulars of which (including the terms and conditions of the agreement for its payment) have been disclosed in writing to NHS England; or (iii) committing an offence under the Bribery Act 2010; |
| Project | the project and/or Activities described in Schedule 1; |
| Regulated Activity | in relation to children, as defined in Part 1 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006; and in relation to vulnerable adults, as defined in Part 2 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006; |
| Regulated Activity Provider | has the meaning given to it in section 6 of the Safeguarding Vulnerable Groups Act 2006; |
| **Regulator** | any regulatory body with power to regulate the Recipient or its activities, including but not limited to the Care Quality Commission, the Charities Commission, the Financial Conduct Authority and the Community Interest Company Regulator, as applicable, and “**Regulatory**” is to be understood accordingly; |
| **Request for Information** | has the meaning in the FOIA or any apparent request for information under the FOIA, or the Environmental Information Regulations; |
| Service User | a recipient of any service provided by the Recipient as part of or in connection with the Project; |
| Service User Safety Incidents | any unintended or unexpected incident that occurs in relation to the Project in respect of a Service User, during and as a result of the provision of the Services, that could have led, or did lead to, harm to that Service User; |
| Staff | a party’s employees, officers, representatives or advisers and including (in the case of the Recipient) volunteers, and “Relevant Staff” means (in the case of the Recipient), Staff who are or may be engaged or involved in the Project; |
| The Compact | The Compact published in December 2010 by HM Government in partnership with Compact Voice, detailing the principles agreed between the UK Government and civil society organisations in England; and |
| Voluntary Organisation | a body whose activities are carried on otherwise than for profit (but not including any public or local authority). |

1.2 In this Agreement, save where the context requires otherwise, the following words, terms and expressions shall have the meanings given to them below:

1.2.1 any reference to this "Grant" includes any subsequent variations and any supplemental agreement made from time to time by agreement between the Parties;

1.2.2 any reference to "NHS England" and/or the “Recipient" includes reference to any statutory successors;

1.2.3 any reference to "Party" or "Parties" means a party or the parties to this Agreement;

1.2.4 words importing any gender include any other gender. Words in the singular include the plural and words in the plural include the singular;

1.2.5 the headings and index are inserted for convenience only and shall have no legal effect;

1.2.6 references in this Agreement to any Clause, sub-clause or Schedule without further designation shall be construed as a reference to the Clause, sub-clause of or Schedule to this Agreement;

1.2.7 references to any statute or statutory provision in this Agreement shall be deemed to refer to those provisions as replaced, amended, extended or re-enacted from time to time whether by instruments, orders, bye-laws, statute or by directive or regulation (which is, in the case of a directive or regulation, intended to have direct application within the United Kingdom and has been adopted by the Council of the European Communities) and all statutory instruments or orders made pursuant to it;

1.2.8 the term "person" includes any individual partnership, firm, trust, body corporate, government, governmental body, authority, agency or unincorporated body of persons or association; and

1.2.9 the Schedules to this Agreement are an integral part of this Agreement and reference to this Agreement includes reference to the Schedules.

# Purpose and Scope of the Grant

* 1. The Recipient acknowledges that its receipt of the Grant is conditional on its compliance with the terms and conditions of this Agreement.
	2. The Recipient must use the Grant only for the delivery of the Project as set out in Schedule 1. The Recipient must not, without the prior written consent of NHS England:
		1. make any material changes to the Project;
		2. use any portion of the Grant for any purposes or activities outside the Project; or
		3. spend any of the Grant on liabilities incurred before the Grant Period (unless expressly covered in the Application).

Where consent is sought from NHS England by the Recipient under this Clause 2.2 in relation to a significant change in circumstances or a material change to the Project, the Recipient shall give any such notice to NHS England at the earliest opportunity (though this does not guarantee that consent will be given).

* 1. The following are not permitted uses of the Grant: payments that support activity to influence or attempt to influence Parliament, Government or political parties, or to influence the awarding or renewal of contracts or grants, or to influence legislative or regulatory action.

*[Note: do not amend or delete paragraph 2.3: see* [*https://www.gov.uk/government/news/government-announces-new-clause-to-be-inserted-into-grant-agreements*](https://www.gov.uk/government/news/government-announces-new-clause-to-be-inserted-into-grant-agreements)*]*

* 1. The Grant is given on condition that it is used for the Project during the Grant Period. If the Recipient has not spent any or all of the Grant on the Project by the end of the Grant Period, the Recipient must, as soon as it becomes aware that the full amount of the Grant will not be applied to the Project during the Grant Period, notify NHS England accordingly. Unless NHS England (in its absolute discretion) notifies the Recipient that the Recipient may retain the unspent amount of the Grant (on such terms and conditions as NHS England may impose), the Recipient must return any unspent amount of the Grant to NHS England in accordance with Clause 8.2.
	2. The Recipient understands and acknowledges that:
		1. NHS England is under no obligation to fund any subsequent activities or projects related to the Project that the Recipient may wish to carry out;
		2. NHS England is not responsible for any overspend by the Recipient on the Project and NHS England has no obligation to increase the Grant in those circumstances; and
		3. any exit costs (including employment costs) that may be incurred by the Recipient at the end of the Project are the responsibility of the Recipient and NHS England will not (unless they were included and approved within the Application and are part of the Grant) provide funding or bear any responsibility for those exit costs
	3. Where the Recipient intends to apply to a third party for other grant funding for the Project, it will notify NHS England in advance of its intention to do so and, where such grant funding is obtained, it will provide NHS England with details of the amount and purpose of that grant funding. The Recipient agrees and accepts that it shall not apply for duplicate grant funding in respect of any part of the Project or any related administration costs that NHS England is funding in full through the Grant under this Agreement.
	4. Other projects, services or activities provided by the Recipient outside of this Agreement must not be subsidised by the Grant associated with this Agreement.
	5. Unless agreed in writing by NHS England in advance, the Recipient shall not spend any part of the Grant on the delivery of the Project after the Grant Period.
	6. Unless agreed in writing by NHS England in advance, should any part of the Grant remain unspent at the end of the Grant Period, the Recipient shall ensure that any unspent monies are promptly returned to NHS England.
	7. Any liabilities arising at the end of the Project including any redundancy liabilities for staff employed by the Recipient to deliver the Project must be managed and paid for by the Recipient using the Grant or other resources of the Recipient. There will be no additional Grant available from NHS England for this purpose.
	8. Unless agreed in writing by NHS England in advance, the Recipient shall not use the Grant to:
		1. make any payment to members of its governing body, including directors or trustees;
		2. purchase buildings or land; or
		3. pay for any expenditure commitments of the Recipient entered into before the Commencement Date,

save as set out in the Budget.

* 1. NHS England shall, in line with The Compact, seek to ensure transparency by providing a clear rationale for all funding decisions made in relation to the Grant under this Agreement. The Compact shall also apply to any European funding that is distributed as part of the Grant.

# Third-Party Funding

* 1. The Recipient warrants to NHS England that it has disclosed in the Application any other sources of funding for the Project that, at the time of submission of the Application, had either been received or were being sought by the Recipient, with details as to the purposes to which that funding has been or will be applied. The Recipient must inform NHS England if, at any time before the end of the Grant Period, it receives any funding from any other source or person towards the Project not stated in the Application to be already committed to the Recipient, including the amount of that funding and purposes to which it is to be applied.
	2. Where, before or during the Grant Period, the Recipient receives any funding from any other source or person towards the Project that is not Match Funding or was not already committed to the Recipient and disclosed in the Application, NHS England may, where that funding duplicates funding contained in the Grant, require repayment part of the Grant (up to the amount of duplicate funding received) in accordance with Clause 8
	3. The amount of the Grant shall not be increased in the event of any overspend by the Recipient in its delivery of the Project.
	4. The Recipient shall promptly repay to NHS England any money incorrectly paid to it either as a result of an administrative error or otherwise. This includes (without limitation) situations where either an incorrect sum of money has been paid or where Grant monies have been paid in error before all conditions attaching to the Grant have been complied with by the Recipient.

# Payment of the Grant

* 1. NHS England will pay the Grant to the Recipient in quarterly instalments in advance.
	2. Where conditions are set out in Schedule 2 linking payments of Grant monies to specific activities or elements of the Project, or to the achievement of specific Project milestones, no payment will be made unless NHS England is reasonably satisfied that those amounts are being allocated to the relevant activities or elements, or that relevant Project milestones have been achieved.
	3. No payment will be made unless NHS England is reasonably satisfied that the amounts given under the Grant will be used for the expenditure approved in accordance with this Agreement [as detailed in Schedule 2].
	4. Whilst NHS England, acting reasonably, will give due consideration to any applications or requests by the Recipient for multi-year funding for the Project (or a particular phase of the Project whether anticipated in the scope of the Project or not), particularly where it adds value for money, any funding over and above the Grant awarded pursuant to this Agreement (and detailed in Schedule 2) is not guaranteed. [For the avoidance of doubt, any commitment by NHS England to make any payments over and above the Grant will only be paid to the Recipient in the event that NHS England has additional funds available and that such payment is agreed in writing between the parties.]
	5. For the avoidance of doubt, it shall be incumbent on the Recipient to make its own decision regarding the payment of any VAT that may be due in relation to the Grant and/or the Project and, if necessary, the Recipient shall take appropriate independent advice in relation to the same. In the event that HMRC ascertains that VAT is chargeable in respect of the Grant and/or the Project, this shall be the responsibility of the Recipient. This clause shall survive termination of the Agreement.
	6. **Payment Arrangements**
		1. The Recipient shall be paid the Grant in quarterly instalments, in advance as detailed in Schedule 2.
		2. NHS England shall pay the Grant into a separate bank account in the name of the Recipient which must be an ordinary business bank account. All cheques from the bank account must be signed by at least two individual representatives of the Recipient.
		3. The Recipient shall not transfer any part of the Grant to bank accounts which are not ordinary business accounts within the clearing bank system, without the prior written consent of NHS England.
		4. The Recipient shall promptly repay to NHS England any money incorrectly paid to it either as a result of an administrative error or otherwise. This includes (without limitation) situations where either an incorrect sum of money has been paid or where Grant monies have been paid in error before all conditions attaching to the Grant have been complied with by the Recipient.

# Recipient’s warranties

* 1. The Recipient warrants, represents and undertakes that:

### it has full power and authority to enter into this Agreement and to deliver the Project, and that all necessary approvals and consents have been obtained and are in full force and effect;

### the execution of this Agreement does not and will not contravene or conflict with its Governing Documents or any legal obligations (including under contract) to which it is subject;

### the information contained in the Application was in all material respects accurate and not misleading, and that since the Application there has not been any material change to that information or to the Recipient’s position or developments that would have adversely affected the decision of a reasonable public-sector funder to fund the Project substantially on the terms of this Agreement;

### to the best of its knowledge, nothing will have, or is likely to have, a material adverse effect on its ability to deliver the Project (assuming receipt of the Grant); and

### it has, and will maintain, adequate insurances in respect of the Project in accordance with Clause 10

### [Where the Grant is being awarded by NHS England pursuant to paragraph 13(4) of Schedule 1 of the National Health Service Act 2006, the Recipient hereby warrants that it has a [medical OR dental] school that carried out clinical teaching and/or research and that the Project for which the Grant is awarded relates directly to the same.]

# Project Standards and Conduct

* 1. The Recipient must carry out the Project in accordance with:

### Good Health and/or Social Care Practice;

### Health and Safety Requirements; and

### any applicable guidance and Regulatory requirements.

* 1. The Recipient must perform the Project in compliance with:

### all applicable equality law (whether in relation to race, sex, gender reassignment, age, disability, sexual orientation, religion or belief, pregnancy, maternity or otherwise); and

### any equality and diversity policies applicable to the Recipient, or other reasonable requirements relating to equality or diversity, communicated to it by NHS England.

### the HRA as if it was a public authority for the purposes of that Act.

* 1. [Where the Recipient engages in clinical correspondence (paper or electronic) with commissioners or providers of NHS health care services in respect of an individual Service User, the Recipient must [use all reasonable endeavours to] ensure that the Service User’s verified NHS Number is used as the primary identifier for that Service User in that correspondence, and the Recipient must observe NHS guidance on the use of the NHS Number as applicable to the Project.]
	2. The Recipient must take all necessary steps to ensure that all Relevant Staff comply with this Clause 6.

# Safeguarding

* 1. The Recipient recognises that the Project involves a Regulated Activity and that, as such, the Recipient is a Regulated Activity Provider with ultimate responsibility for the management and control of that Regulated Activity. The Recipient acknowledges that, in order to comply with its obligations as a Registered Activity Provider, it must:

### ensure that all Relevant Staff are subject to a valid enhanced disclosure check for regulated activity undertaken through the DBS and where such DBS Checks relate to volunteers, use reasonable endeavours to ensure that they are free for that volunteer;

### monitor the level and validity of the checks under this Clause 7.1 for all Relevant Staff; and

### not employ or use the services of any person who is barred from, or whose previous conduct or records indicate that he or she would not be suitable to carry out Regulated Activity or who may otherwise present a risk to Service Users.

* 1. The Recipient warrants that it has no reason to believe that any Relevant Staff are barred from the Regulated Activity in accordance with the provisions of the Safeguarding Vulnerable Groups Act 2006 and any regulations made under it, as amended from time to time.
	2. In order for the Project to be delivered properly, the Recipient recognises that it must comply with the obligations in this Clause 7 related to the provision of a Regulated Activity. Therefore, the Recipient agrees, as soon as reasonably practicable, to provide to NHS England any relevant information reasonably requested by NHS England to enable NHS England to be satisfied that the obligations of this Clause 7 have been met.
	3. The Recipient shall refer to the DBS information about any person in respect of whom it declines or withdraws permission to be involved in the Project (or would have done so, if that person had not otherwise ceased to be involved) because, in its opinion, that person has harmed or poses a risk of harm to Service Users.
	4. The Recipient shall comply with all relevant law and guidance in relation to the safeguarding of children and adults.

# Repayment or recovery of the Grant

* 1. NHS England may at its absolute discretion withhold, suspend, or require the Recipient to repay, all or part of the Grant if:
		1. the information disclosed by the Recipient in the Application was materially inaccurate or misleading;
		2. NHS England reasonably considers that delivery of the Project falls short of the standards required under this Agreement and/or that the Project is not being delivered in accordance with Schedule 2;
		3. the Recipient (or any of its Staff) acts dishonestly or negligently in connection with the Project or breaches any of its or their legal obligations in a way that could lead to reputational damage for NHS England or the NHS;
		4. the Recipient obtains grant funding from a third party which, in the reasonable opinion of NHS England, undertakes activities that are likely to bring the reputation of the Project or NHS England into disrepute;
		5. the Recipient (or any of its Staff) commits a Prohibited Act;
		6. the circumstances described in Clause 2.3 apply (in which case, NHS England’s rights under this clause relate to the unspent amount only);
		7. where the Recipient receives duplicate funding for the Project as referred to in Clause 3 (in which case, NHS England’s recovery will be limited to a part of the Grant equivalent to the amount of duplicate funding);
		8. the Recipient applies any of the Grant in a manner not permitted under this Agreement;
		9. the Recipient becomes unable, for any reason, to continue the Project substantially in accordance with the terms of Schedule 1, or NHS England reasonably considers that this will be the case;
		10. the Recipient is subject to adverse findings, warning notices, interventions or other action from any Regulator;
		11. the Recipient fails to commence, progress or complete the Project substantially in accordance with any timescales or milestones contained in the Application or in Schedule 1;
		12. the Recipient is subject to an Insolvency Event, ceases to carry out the Activities, ceases to be a Voluntary Organisation or loses any Regulatory consent necessary for the Project;
		13. the Recipient fails to comply with any of the terms or conditions of this Agreement and (where that failure is capable of being remedied) fails to remedy that failure within 20 Operational Days of the receipt of a notice from NHS England to remedy the failure;
		14. the delivery of the Project does not start within three (3) months of the Commencement Date and the Recipient has failed to provide NHS England with a reasonable explanation for the delay; or
		15. the Agreement is terminated pursuant to Clause 22.5 of this Agreement prior to the Project being completed and the Recipient has not yet spent all or part of the Grant monies allocated to the Project by NHS England under this Agreement.
	2. Where NHS England requires repayment of any part of the Grant under this Clause 8, the Recipient must repay that amount in full within 20 Operational Days of receipt of NHS England’s notice requiring repayment. NHS England may alternatively, at its discretion, set off any amounts due to it under this Clause 8 against any further instalments of the Grant due to be paid, or against any other payments due from NHS England to the Recipient under this Agreement or otherwise.
	3. NHS England may retain or set off any sums owed to it by the Recipient which have fallen due and payable against any sums due to the Recipient under this Agreement or any other agreement pursuant to which the Recipient provides goods or services to NHS England.
	4. The Recipient shall make any payments due to NHS England without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.
	5. Should the Recipient be subject to financial or other difficulties which are capable of having a material impact on its effective delivery of the Project or compliance with this Agreement it will notify NHS England as soon as possible so that, if possible, and without creating any legal obligation, NHS England will have an opportunity to provide assistance in resolving the problem or to take action to protect NHS England and the Grant monies.
	6. NHS England’s rights of withholding or recovery under this Clause 8 are in addition to any other rights or remedies it may have.

# Duration, termination and consequences of termination

* 1. This Agreement comes into effect when it is signed and dated by the parties and, unless otherwise terminated in accordance with its terms, will continue until 12 months after the end of the Grant Period or, if later, the date on which all Grant monies have been spent.
	2. Without prejudice to its other rights under this Agreement, NHS England may terminate this Agreement at any time on [six (6)] months’ written notice. Where NHS England terminates under this Clause 9.2, it may not (unless otherwise entitled to do so under Clause 8):

### recover any Grant monies already paid to the Recipient; or

### withhold any Grant monies otherwise due to be paid to the Recipient before the end of the notice period,

but NHS England will have no liability to pay the Recipient any further sums in relation to the Grant.

##  [In the event that the Grant is no longer required for the Project, or the Project is otherwise abandoned (by the Recipient or otherwise), the Recipient may terminate this Agreement at any time upon one month’s written notice to NHS England provided that it repays all payments of the Grant to NHS England within [30 days] of notifying NHS England that the Project has not been, or will not be, completed unless otherwise agreed by NHS England or clearly identified in the scope of the Project at Schedule 1 or 2 (e.g. if the scope permitted the use of Grant money for a particular phase that was successfully completed).]

## NHS England has the right at any time by notice in writing to the Recipient to terminate this Agreement if:

## (save in relation to a bona fide re-organisation, reconstruction or amalgamation whilst solvent) any order is made or a resolution is passed for the winding up of the Recipient, or if an administrative order is made in respect of the Recipient or if an administrator or a receiver or an administrative receiver or other similar officer is appointed in respect of the Recipient or all or any of its assets, or if the Recipient is unable to pay its debts as they fall due or if any voluntary arrangement is proposed under Section 1 of the Insolvency Act 1986 in respect of the Recipient; or

## the Recipient commits any irremediable serious breach of any of the provisions of this Agreement; or

## subject to Clause 9.4, the other Party commits any remediable serious breach of any of the provisions of this Agreement and fails to remedy such breach within a period of 30 days from the service of a written notice specifying the breach and requiring its remedy.

* 1. NHS England shall not have the right to terminate this Agreement under Clause 9.3.3 above until the dispute resolution procedure provided for in Clause 19 below has been exhausted unless the Party allegedly in breach of this Agreement fails to comply or indicates it will not comply in any material way with the dispute resolution procedure.
	2. In the event that NHS England terminates this Agreement pursuant to this Clause 9 and, as consequence, any remaining Grant monies will either not be paid or will be reclaimed pursuant to Clause 8, NHS England will, so far as reasonably practicable, provide the Recipient with a clear rationale for why the decision has been taken. Any plans to terminate or reduce provision of Grant monies should be conducted in such a way as to minimise any potential negative impact on the Recipient and its beneficiaries.

**Consequences of Termination**

* 1. Any rights or obligations under this Agreement which are expressed to survive, or which otherwise by necessary implication survive the expiry or termination for any reason of this Agreement (including all indemnities and any obligations relating to use of unspent amounts of the Grant or use of proceeds of sale of Assets) will continue after expiry or termination.
	2. The following Clauses under this Agreement shall survive expiry or termination of the Agreement and continue in full force and effect:
		1. Clause 8 (Repayment or Recovery of the Grant);
		2. Clauses 9.7 and 9.8 (Duration, Termination and Consequences of Termination);
		3. Clause 11.3 (Accounting and record keeping);
		4. Clause 12.9 (Reporting and Review);
		5. Clauses 13.3; 13.5; 13.6 and 13.7 (Public and NHS Branding);
		6. Clause 15 (Data Protection);
		7. Clause 16 (Confidentiality);
		8. Clause 17 (Freedom of Information);
		9. Clause 18 (Liability);
		10. Clause 21 (Intellectual Property); and
		11. Clause 23.7 (Governing Law).

# Insurance

* 1. the Recipient must put in place and maintain in force at its own cost appropriate insurance in respect of all liabilities that may be incurred by the Recipient in connection with the Project, including employers’ liability, clinical negligence (where the provision or non-provision of any part of the Project may result in a clinical negligence claim), public liability and (where applicable to the Project) professional negligence. On written request from NHS England, the Recipient must provide documentary evidence that these insurances are fully maintained and that any premiums on them are fully paid
	2. The required insurances for the Project include (but are not limited to):

### public liability insurance with a limit of indemnity of not less than £5,000,000 in relation to each and every claim arising in connection with or as a result of the Project

### employer’s liability insurance with a limit of indemnity of not less than £5,000,000 in relation to each and every claim arising in connection with or as a result of the Project;

### clinical negligence insurance with a limit of indemnity of not less than £5,000,000 in relation to each and every claim arising in connection with or as a result of the Project; and

### professional liability insurance with a limit of indemnity of not less than £5,000,000 in relation to each and every claim arising in connection with or as a result of the Project.

# Accounting and record keeping

* 1. The Recipient must segregate and account separately for the Grant, and must keep separate, accurate and up-to-date accounts and records of its receipt and expenditure of the Grant.
	2. The Grant shall be shown in the Recipient's accounts as a restricted fund and shall not be included under general funds.
	3. Without prejudice to any other obligations it may have to keep records for longer periods, the Recipient must keep all invoices, receipts, accounts and any other relevant documents relating to the expenditure of the Grant for at least six years following receipt of any Grant monies to which they relate. NHS England, at NHS England's reasonable request, will have the right to review the Recipient’s accounts and records relating to the Grant and to take copies of such accounts and records.
	4. The Recipient must comply, and facilitate NHS England’s compliance with, all statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns applicable to itself and to NHS England.
	5. The Recipient shall provide NHS England with a copy of its annual accounts within six months (or such lesser period as NHS England may reasonably require) of the end of the relevant financial year in respect of each year in which the Grant is paid.

# Reporting and Review

* 1. The Recipient must report to NHS England on its use of the Grant and delivery of the Project. Those reports must contain the information, and be in the format and delivered at the frequency and to the timescales, as NHS England reasonably requests. The Recipient must also provide NHS England with all reasonable assistance and co-operation in relation to any ad-hoc information requests made by NHS England in relation to the Project. [Without prejudice to these obligations, the Recipient must provide an annual report on the Project to NHS England describing activity or progress on the Project and its use of Grant monies during that period.]
	2. [The Recipient must promptly supply to NHS England any information requested by NHS England to assure NHS England that the Project is being delivered in accordance with the Fundamental Standards of Care.
	3. NHS England and the Recipient will, at NHS England’s request and at the frequency specified by NHS England, meet to review the progress and delivery of the Project.
	4. Without prejudice to its other obligations under this Clause 12, the Recipient must, within [2] Operational Days of becoming aware of them, inform NHS England of:
		1. any Service User Safety Incidents in relation to the Project;
		2. any adverse findings, warning notices, interventions or other regulatory action from any Regulator in relation to the Recipient; and
		3. any loss of consent, approval or licence that has a material adverse impact on the Recipient’s delivery of the Project.
	5. The Recipient shall, upon NHS England's reasonable request, comply and facilitate NHS England's compliance with all statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns applicable to itself and NHS England.
	6. The Recipient shall on request provide NHS England with such further information, explanations and documents as NHS England may reasonably require in order for it to establish that the Grant has been used properly in accordance with this Agreement. This may include showing how the value of the work carried out by the Recipient as part of the Project has helped or will help NHS England to deliver its public sector duties on promoting equality and tackling discrimination.
	7. The Recipient shall permit any person authorised by NHS England such reasonable access to its employees, agents, premises, facilities and records for the purpose of discussing, monitoring and evaluating the Recipient’s fulfilment of the conditions of this Agreement and shall, if so required, provide appropriate oral or written explanations from them.
	8. The Recipient shall permit any person authorised by NHS England for the purpose to visit the Recipient once every month to monitor the delivery of the Project. Where, in its reasonable opinion, NHS England considers that additional site visits are necessary to monitor the Project, it shall be entitled to authorise any person to make such visits on its behalf.
	9. The Recipient shall provide NHS England with a final report on completion of the Grant Period which shall confirm whether the Project has been successfully and properly completed and, if not, whether any repayment of Grand monies is due. In line with The Compact, the Recipient recognises that it is required to be open and transparent about reporting and monitoring in relation to the Grant and the Project
	10. The Recipient shall provide NHS England with a financial report and an operational report on its use of the Grant and delivery of the Project every quarter and in such formats as NHS England may reasonably require. The Recipient shall provide NHS England with each report within three (3) months of the last day of the quarter to which it relates.]
	11. Along with its first quarterly financial report, the Recipient shall provide NHS England with a risk register and insurance review in the format provided by NHS England. The Recipient shall address the health and safety of its staff in the risk register.

# Publicity and NHS Branding

* 1. The letters ‘NHS’ and the NHS logo are UK Trade Marks registered to the Secretary of State for Health, by the Department of Health in England. Their use is carefully controlled because they indicate that the NHS is in some way accountable and responsible for the services or materials that they are applied to.  Therefore, the Recipient shall only be permitted to use the NHS letters and/or the NHS logo if they have prior permission from the NHS England Identity team (england.identity@nhs.net).  Permission will depend on a number of different factors including the level of NHS England involvement in the Project and will be decided on a case by case basis. The Recipient must not, without the prior written consent of NHS England, apply NHS branding or NHS England’s name or logo to the Project, and must obtain NHS England’s prior written approval (not to be unreasonably withheld) for any publicity in connection with the Recipient’s receipt of the Grant.
	2. If NHS England does permit the Recipient to use NHS branding, its name or logo in connection with the Project, that permission is limited to the purposes and duration communicated to the Recipient by NHS England and the Recipient must comply with the NHS Branding Guidelines.
	3. In line with The Compact, the Recipient shall acknowledge the Grant in its annual report and accounts, including an acknowledgement of NHS England as the source of the Grant. The following textural statement or as otherwise agreed with NHS England should be used on all written materials and should be mentioned in any public presentations about the Project or otherwise when describing or promoting the Project:

**“Project funded by NHS England”**

* 1. The Recipient should exercise care that it spends appropriate amounts of funds on its publicity activities in relation to the Project.
	2. NHS England shall be entitled to require the Recipient to remove all references to the NHS and NHS England, including any NHS branding, if, at their discretion, it goes against the NHS Brand Guidelines (<http://www.nhsidentity.nhs.uk/>) or any additional instructions established by NHS England in due course.
	3. The Recipient is expected to provide a contact for NHS England and grant NHS England access to the material created for the Project at any reasonable time, and to make a serious commitment to disseminating and sharing learning from the Project throughout the community. This may involve participating in events that NHS England arranges or attends to promote or support the initiative and contribute to evaluation activities as appropriate. The Recipient must notify NHS England of all such planned activity.
	4. The Recipient shall not publish any material referring to the Project of NHS England without the prior written agreement of NHS England. The Recipient shall, pursuant to this Clause 13, acknowledge the support of NHS England in any materials that refer to the Project and in any written or spoken public presentations about the Project. Such acknowledgements (where appropriate or as requested by NHS England) shall include NHS England’s name and logo (or any future name or logo adopted by NHS England) using the templates provided by NHS England from time to time.

# Assets

* 1. Where the Recipient uses any of the Grant to purchase or develop any Assets, the Recipient must ensure that the Assets are maintained in good condition over the Depreciation Period.
	2. NHS England shall have the right to, from time to time, inspect the condition of any Assets purchased with the Grant upon reasonable notice to the Recipient.
	3. The Recipient must not [before the end of the Depreciation Period] sell, dispose of or otherwise transfer, mortgage, charge, pledge or otherwise encumber its legal or beneficial interest in any Assets without the prior written consent of NHS England. Where the Recipient sells any Assets [before the end of the Depreciation Period], the Recipient must use all reasonable endeavours to achieve the market price for the Assets and must pay to NHS England a proportion of the proceeds of such sale, equivalent to the proportion of the purchase or development costs of the Assets that was funded by the Grant, provided that NHS England may at its discretion allow the Recipient to keep all or a part of the relevant proceeds where:
		1. the sale of the Assets takes place after the end of the Depreciation Period;
		2. the proceeds of sale are to be applied directly to the purchase by the Recipient of assets that are equivalent to or replacements for the Assets; or
		3. NHS England is otherwise satisfied that the Recipient will apply those proceeds for purposes related to the Project or related Activities.
	4. Where NHS England requires the Recipient to grant it security over any Assets, the Recipient must, at its own cost, take such action as NHS England reasonably requires to create such security, including as applicable through the execution of any documents and the making of any registrations.
	5. The Recipient acknowledges that NHS England has no liability or responsibility for the Recipient’s purchase, use or disposal of any Assets

# Data Protection and Information Governance

* 1. The Recipient must observe its obligations under Data Protection Legislation, Data Guidance, FOIA and EIR, as appropriate.
	2. The Recipient acknowledges that NHS England is subject to the requirements of the FOIA and EIR. The Recipient must:

### provide all necessary assistance and cooperation as reasonably requested by the NHS England to enable NHS England to comply with its obligations under FOIA and EIR;

### where it receives a request for information under FOIA in relation to this Agreement, not respond to that request (unless directed to do so by NHS England) and promptly (and in any event within 2 Operational Days) transfer the request to NHS England; and

### provide NHS England with a copy of all information belonging to NHS England relevant to the request for information, in the form that NHS England requires, within 5 Operational Days (or such other period as NHS England may reasonably specify) of NHS England’s request.

* 1. The Recipient acknowledges that NHS England, acting in accordance with the codes of practice issued and revised from time to time under FOIA and/or EIR, may disclose information concerning the Recipient and this Agreement either without consulting with the Recipient, or following consultation with the Recipient and having taken its views into account.
	2. The Recipient must have a nominated information governance lead and (where applicable) Caldicott Guardian, and must ensure that NHS England is kept informed at all times of the identities and contact details of those persons.
	3. The Recipient must complete and publish an annual information governance assessment and must demonstrate satisfactory compliance as defined in the Data Security and Protection Toolkit (or any successor framework), as applicable to the Project and the Recipient’s organisation type[[1]](#footnote-1).

# Confidentiality

* 1. Notwithstanding Clauses 16.2 and 16.3, and subject to the remaining provisions of this Clause 16, any information or documents received by either party from the other as a consequence of this Agreement and identified as such shall be treated as Confidential Information. Such Confidential Information is provided by the parties to each other for the purposes of regulating the relationship between the parties and ensuring compliance with this Agreement, and for no other purpose.
	2. Neither party shall, either during the term of this Agreement or after termination of this Agreement, disclose or use Confidential Information other than in accordance with this Agreement or with the written consent of the other party.
	3. The obligations of confidentiality and other obligations in this Clause 16 shall not extend to any matter which either Party can show:
		1. is in, or has become part of, the public domain other than as a result of a breach of the obligations of confidentiality under this Agreement; or
		2. was in its written records prior to the Commencement Date and which is not Confidential Information; or
		3. was independently disclosed to it by a third party entitled to disclose the same; or
		4. was required to be disclosed to its professional representatives or advisers or as may be required by law (including compliance with the FOIA) or any legal or regulatory authority.

# Freedom of Information

* 1. Nothing in this Agreement shall prevent NHS England from disclosing any Information whether or not relating to the Project which NHS England in its absolute discretion considers it is required to disclose in order to comply with the FOIA and/or the Environmental Information Regulations and any other statutory requirements whether or not existing at the date of this Agreement, and NHS England reserves the right to make such disclosure without reference to the Recipient.
	2. If NHS England shall at any time notify the Recipient that it has received a Request for Information in respect of which NHS England requires the Recipient's assistance then:-
		1. the Recipient shall at its own cost provide and procure that both it and its sub-contractors provide all necessary assistance required by NHS England in order to allow NHS England to comply with the Request for Information within the period or periods when it is obliged to respond to the Request for Information;
		2. without limitation to the foregoing the Recipient shall at its own cost within 5 working days of request supply and procure that both it and its sub-contractors supply to NHS England such Information and documents requested by NHS England in such form as reasonably prescribed by NHS England; and
		3. the Recipient shall ensure that all Information produced in the course of the Project in relation to the Project and/or this Agreement is retained for disclosure and shall permit NHS England to inspect such records as required from time to time.
	3. In the event that the Recipient shall at any time receive any Request for Information relating to the Project or this Agreement or any activities or business of NHS England then:-

### the Recipient shall supply the Request for Information to NHS England within 2 working days of receipt;

### NHS England shall be responsible for determining in its absolute discretion as to whether such Information is obliged to be disclosed; and

### the Recipient shall not respond to the Request for Information or disclose any such Information without the prior written consent of NHS England (such consent not to be unreasonably withheld).

# Liability

* 1. Subject to the provisions of this Agreement, the total liability of NHS England under this Agreement is limited to the payment of the Grant.
	2. NHS England accepts no liability for any consequences, whether direct or indirect, that may come about from the Recipient running the Project, the use of the Grant or from any withdrawal of the Grant. Subject to Clause 18.3 below, the Recipient shall indemnify NHS England, its employees, agents, officers and sub-contractors in respect of all claims, demands, actions, costs, expenses, losses, damages and all other liabilities arising from or incurred by reason of the actions and/or omissions of the Recipient in relation to the Project, the non-fulfilment of any of the obligations of the Recipient under this Agreement or any of the Recipient's obligations to third parties
	3. The aggregate liability of the Recipient (whether in contract or in tort or otherwise) to NHS England for any loss or damage howsoever caused shall be limited to, and in no circumstances shall exceed, the portion of the payments received by the Recipient at the date the liability was incurred, or where the Recipient’s liability is covered by an appropriate insurance policy, such liability shall not exceed the single incident limit specified in that policy. For the avoidance of doubt, the parties do not exclude or limit their liability for death, personal injury or fraud that occurs as a result of this Agreement.
	4. Where the Recipient is not itself a legal entity (for example, an unincorporated association) the individuals who enter into and sign this Agreement on behalf of the Recipient will be jointly and severally liable for the Recipient's obligations and liabilities arising under this Agreement.

# Dispute Resolution

* 1. In the event that there is a dispute, and all reasonable steps to resolve the dispute have been taken, between the Recipient and NHS England, then the issue should be referred to the Recipient’s lead contact for the Project and Director of Specialised Commissioning, or their nominees.
	2. Should the complaint or dispute remain unresolved within [14 days] of the matter first being referred to the Project Manager or other nominated NHS England individual, as the case may be, either party may refer the matter to the Chief Executive or policy director of NHS England and the Chief Executive of the Recipient with an instruction to attempt to resolve the dispute by agreement within 28 days, or such other period as may be mutually agreed by NHS England and the Recipient.
	3. In the absence of agreement under Clause 19.2, the parties may seek to resolve the matter through mediation under the CEDR Model Mediation Procedure (or such other appropriate dispute resolution model as is agreed by both parties). Unless otherwise agreed, the parties shall bear the costs and expenses of the mediation equally.

# Procurement and Transparency

* 1. The Recipient recognises that it is obliged to comply with the principles of transparency, non-discrimination and equal treatment in connection with the procurement of any elements of the Project or any services in respect of which the Grant is to be provided by NHS England. The Recipient warrants to NHS England that is has complied (and will continue to comply) with such principles in relation to the Project.
	2. Where applicable, each party will use reasonable endeavours to operate well managed and transparent application and tendering processes, which are proportionate to the desired objectives and outcomes of an agreed programme. Any such outcomes (agreed between the parties as part of the Project scope) shall include those with social, environmental and/or economic value and will be monitored before any contract or funding agreement is made.
	3. The Recipient acknowledges NHS England’s transparency obligations in relation to the provision of grant data to the Government’s Grant Information Systems (GGIS) and shall, upon reasonable request by NHS England, provide any such data relating to the Grant [and/or the Project] to NHS England within [10 Operational Days] of such request.
	4. The parties agree that, in carrying out their obligations under this Agreement, they will act in accordance with spirit of The Compact.

# Intellectual Property

* 1. NHS England and the Recipient agree that all rights, title and interest in or to any Intellectual Property owned by either NHS England or the Recipient before the Commencement Date shall remain the property of that party.
	2. Subject to Clause 21.3, all Intellectual Property owned or created by either party in connection with the Project (whether during the Grant Period or otherwise) remains the property of that party.
	3. The Recipient shall grant to:
		1. [NHS England; and]
		2. any NHS Body; Local Authority [and Health Service Body] ,

a non-exclusive, irrevocable, royalty-free, perpetual licence to use any Intellectual Property (including any product and any enhancement or further iteration or development of the same) created by the Recipient as part of the Project [for the provision of health services in the NHS.]

* 1. Where NHS England has provided the Recipient with any of its Intellectual Property Rights for use in connection with the Project (including, without limitation, its name and logo), the Recipient shall, on termination of this Agreement, cease to use such Intellectual Property Rights immediately and shall either return or destroy such Intellectual Property Rights as requested by NHS England.

# Force Majeure

* 1. If either party’s obligations under this Agreement (i.e. for NHS England, in relation to the Grant itself and for the Recipient in relation to the Project) is affected by Force Majeure it shall immediately notify the other party in writing of the matters constituting the Force Majeure and shall keep that party fully informed of their continuance and of any relevant change of circumstances whilst such Force Majeure continues.
	2. The party affected by Force Majeure shall take all reasonable steps available to it to minimise the effects of Force Majeure on the performance of its obligations under this Agreement.
	3. [Save as provided in Clause 22.5, Force Majeure shall not entitle either party to terminate this Agreement and neither party shall be in breach of this Agreement, or otherwise liable to the other, by reason of any delay in performance, or non-performance of any of its obligations due to Force Majeure.]
	4. If the party affected by Force Majeure fails to comply with its obligation under Clauses 22.1 and 22.2 then no relief for Force Majeure shall be available to it and the obligations of each party under this Agreement shall continue in force.
	5. If the Force Majeure continues for longer than three months either party may, at any time whilst such Force Majeure continues terminate, this Agreement upon not less than 3 months’ written notice to the other.

# General

* 1. **Entire Agreement**

This Agreement constitutes the entire agreement between the parties relating to its subject matter. Each of the parties confirms that in entering into this Agreement it has not relied on any statement, representation, warranty, agreement or undertaking of any person (whether a party to this Agreement or not) other than those expressly set out in this Agreement, and that it will not have any claim, right or remedy arising out of any such statement, representation, warranty, agreement or undertaking.

* 1. **Assignment**

The Recipient may not, without NHS England’s prior written consent, assign, transfer, sub-contract, or in any other way make over to any third party the benefit and/or the burden of this Agreement or (unless as an agreed or necessary part or enabler of the Project), transfer or pay to any other person any part of the Grant.

* 1. **Waiver**

No failure or delay by either party to exercise any right or remedy under this Agreement will be construed as a waiver of any other right or remedy.

* 1. **Notices**

Any notices given under this Agreement must be in writing and must be served by hand, post, or e-mail to the address for the relevant party set out at the front of this Agreement or as otherwise notified in writing. Notices by post will be effective upon the earlier of actual receipt or 2 Operational Days after mailing; by hand will be effective upon delivery; and by e-mail will be effective when sent in legible form, but only if, following transmission, the sender does not receive a non-delivery message and, in any event, should be followed up by a hard copy by post.

* 1. **No Partnership**

Nothing in this Agreement will create a partnership or joint venture or relationship of employer and employee or principal and agent between NHS England and the Recipient.

* 1. **Third Party Rights**

This Agreement does not and is not intended to confer any contractual benefit on any person pursuant to the terms of the Contracts (Rights of Third Parties) Act 1999.

* 1. **Governing Law**

This Agreement will be considered as an Agreement made in England and will be subject to the laws of England, and the parties irrevocably submit to the exclusive jurisdiction of the English courts.

This Agreement is signed on the date above first written.

|  |  |
| --- | --- |
| **SIGNED by:**  | **………………………………………………….****Signature** |
| **[*insert authorised*** ***signatory’s******name*]** **for and on behalf of NHS England** | **………………………………………………….****Title****………………………………………………….****Date** |
|  |  |
| **SIGNED by**  | **…………………………………………………****Signature** |
| **[*insert authorised*** ***signatory’s******name*]****for and on behalf of [*insert name of Recipient*]** | **………………………………………………****Title****………………………………………………****Date** |

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# SCHEDULE 1 - THE PROJECT

[*Set out here the activity or activities to be funded by the Grant. The scope of the Project as described here will determine the permitted uses to which the Recipient can apply the Grant, and so NHS England should ensure that this description is sufficiently precise to ensure that the Grant is only applied for the purposes intended by NHS England. However, the description of the Project should also allow the Recipient an appropriate measure of operational flexibility and degree of freedom in its decision making (within the parameters of the Project): the Recipient is required to gain NHS England’s permission to amend the Project or to use the Grant for other purposes, and so an overly prescriptive or limiting description of the Project could result in an onerous process for both Recipient and NHS England.*

*Where Grant monies are to be used towards the purchase or development of assets, details of those assets should be set out here.*

*In the context of each Project, NHS England should give due consideration to any Intellectual Property Rights that may flow from it (particularly if the Project involves the development of software that could be made available to other providers of health services and/or the general public) and update/amend Clause 21 accordingly.*

*Where appropriate, the Project should give due consideration to the requirements for government organisations and CSOs (including Voluntary Organisations) set out in The Compact and make any specific requirements relating to how the Project should be run, clear in the Project plan.]*

SCHEDULE 2 – THE GRANT

[*Set out the amount of the Grant here. This may be expressed as a single block sum, or otherwise, depending on the nature of the Grant, the payment scheme and the duration of the Grant Period. Where CSOs apply for a Grant, it can include appropriate and relevant overheads including the costs associated with training and volunteer involvement- these should be clearly set out.*]

[*Some payment options are set out in the Agreement, but where a different payment timescale is required, set that out here (for example, if payments are linked to specific project milestones) Be cautious of making any payments contingent on deliverables (e.g. provision of IPR, achievement of KPIs etc) as NHS England should be wary of seemingly having input into the Project itself rather than just providing funds for it.*]

[*Particularly for large grants, this schedule should include details of the agreed budget – i.e. the Project budget and how the Grant funds will fit into that. It should, ideally, be a breakdown of how the funds will be spent line item by line item (which ought to have been considered in the Recipient’s Grant Application in any event). Where there is multi-year funding, there should be an agreed timeline for payments set out here (plus any relevant triggers/milestones). NHS England should ensure it does not commit to multi-year funding without assurance that it will retain the funds to spend on this purpose (for the Project) in the following financial year. Express wording to this effect should be included if that is the case.*]

[*Where specific amounts of the Grant are allocated to specific use by the Recipient set out those details here*]

ANNEX A – THE APPLICATION

[*The Recipient’s application for grant funding can be added here*]

1. See:

<https://www.dsptoolkit.nhs.uk/> [↑](#footnote-ref-1)