

Subject: Grant award to Family Fund Trust for delivery of grants to families on low incomes with severely ill and disabled children to the value of £27.323 million p.a.

### DfE grant reference number

Dear

Thank you for your application for funding for the above project / scheme.

I am pleased to inform you that you have been successful in the delivery of grants to families on low incomes with severely ill and disabled children launched in April 2017. On behalf of the Secretary of State for Education, I would like to offer Family Fund Trust a grant on the terms of the enclosed funding agreement. The Power under which the grant is to be paid is pursuant to Section 14 of the Education Act 2002 and will, accordingly, be paid only in respect of approved expenditure incurred by Family Fund Trust for the purpose of the funded activities.

This Grant is to enable Family Fund Trust to provide assistance and funding to low-income families with children who are severely ill or disabled. The funding will provide grants to those families for a range of support to help them have the same choices and opportunities as other families and is more fully described at

This correspondence constitutes a Grant Offer Letter. This letter will form an integral part of the Grant Agreement. The offer is subject to the provisions, limitations and conditions set out below and in the DfE general grant terms and conditions.

I am pleased to inform you that the Department is willing to offer your organisation funding of up to £ 27.323 million p.a. for the period from 01 April 2020 to 31 March 2021.

This offer is subject to the terms and conditions set out below, and to the attached Department for Education general <u>Grant Terms and Conditions</u><sup>1</sup>. You should read all annexes and general T&Cs carefully before accepting the offer of funding. Failure to observe these terms and conditions may result in the funding being withdrawn.

## Complying with new Government policies

The grant funding is provided on the strict understanding that none of this funding is to be used for advertising, marketing, communications and consultancy, or for any costs associated with the maintenance, technical development or updating of existing websites or for the development/creation of new websites.

In addition to providing a signed copy of this agreement, you are then requested to follow the instructions on Bank Account Details (Annex B) and provide your organisation's bank account details. This will allow us to set your organisation up on the Department's payment system to receive the grant. Payment claims can only be sent to the DfE once the Grant Agreement has been signed and any pre-disbursement conditions have been met. Payments will be disbursed into the bank account number provided through the DfE suppliers' bank details process provided by the Family Fund Trust.

Please note that any delays in returning the documents could result in a delay to the grant payment.

The Grant Manager for this Project at the Department for Education is . Email; . Em

# ACCEPTANCE OF OFFER

If you wish to accept this offer of a grant, please sign both copies of the enclosed grant funding agreement [Annex A] in the space provided and return one of them to **sector** by post, on or before **sector**. Please retain the other copy for your records. You must accept this grant offer and the conditions made in it in writing no later than 10 days from the date of this letter.

If you cannot return the acceptance by the specified date, please contact me before that date to explain the reasons. Otherwise, we will assume that the

<sup>&</sup>lt;sup>1</sup> https://www.gov.uk/government/publications/grant-funding-agreement-terms-and-conditions Page 2 of 24 Last updated: 01 April 2020

offer has been refused, and it will be withdrawn without further correspondence.

Yours sincerely,



For and on behalf of the Department for Education 0-25 SEND Unit Education Standards Directorate 2 St Pauls Place, 125 Norfolk Street, SHEFFIELD, S1 2FJ Web: www.gov.uk/government/organisations/department-for-education This Grant Funding Agreement is made between:

# (1) The Secretary of State for Education and

# (2) Family Fund Trust,

This Agreement comprises the Grant Offer Letter, project specific conditions, where relevant, any annexes to this letter and general <u>Grant Terms and</u> <u>Conditions</u><sup>2</sup>.

This letter must be read in conjunction with general conditions of grant and these relevant annexes:

- Annex A Acceptance of Grant Offer and effective date
- Annex B Bank account details

Annex C - Claiming Grant in Arrears - does not apply.

- Annex D Claiming Grant in Advance
- Annex E Details of Grant Allocations
- Annex F List of Objectives for which the grant is being paid
- Annex G Annual Certification of Expenditure (external auditor's report arrangements)
- Annex H Grant Payment schedule
- Annex I Sample Exit Plan
- Annex J Sample Progress Report Template
- Annex K Generic Standard GDPR Clauses:
  - Schedule 1 Processing, Personal Data and Data Subjects
  - Schedule 2 Schedule for Joint Controller Agreements

 <sup>&</sup>lt;sup>2</sup> https://www.gov.uk/government/publications/grant-funding-agreement-terms-and-conditions
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Annex A - Acceptance of Grant Offer and effective date - Family Fund Trust. DFE ref: GR1000156

This Grant Funding Agreement is effective from the date of signing.

Signed by person authorised to sign on behalf of the Secretary of State		
Date		
Signature		
Name (please print)		
Position in DfE		

As representative of Family Fund Trust, I have read both the Grant Offer Letter and associated annexes, and the Department for Education Grant Funding Agreement Terms and Conditions as contained in the attached. I agree to comply with the notified conditions of the grant on which the offer is made.

Signed by a person authorised to sign on behalf of Family Fund Trust		
Date		
Signature		
Name (please print)		
Position in organisation		

Principal contacts	Department	Family Fund Trust
Contact name/Postal address		
Position		
Telephone no.		
Email address		

User Note: Grant Recipient to sign and date one copy of this *letter of offer* and retain it for their records. Grant Recipient to Sign and date another copy of this letter and return to the grant manager. The Grant Manager or whoever has the relevant authority should sign and date Annex B. A copy of the signed Grant Offer letter should be returned to the Grant Recipient.

Annex B –

Information required by the Department to make payment of grant for the activities stated in the offer letter.

Starting 1 January 2018 the process for adding or amending existing Supplier or Provider's bank details or other information to the DfE ERP system has changed. The new procedure and associated new

forms: <u>https://www.gov.uk/government/publications/dfe-suppliers-bank-details-forms</u>

Annex C - Grant claim form for information only. <u>Not applicable to</u> the Family Fund Trust grant agreement.

This claim form should be completed by an authorised senior officer of insert name of the body] and returned to [\*insert name/Team, Division], Department for Education, [insert address], as soon as possible in the month following that for which the grant is being claimed and should be supported by invoices or receipts.

[Insert the details which are expected to show that expenditure has taken place]	£
Sum Claimed for this period	£
TOTAL GRANT CLAIMED	£

Amount of claim in respect of:

I certify that:

- the above claim is made in accordance with the Grant Offer Letter and Terms and Conditions of the Grant Funding Agreement for the [insert programme/activity];
- the claim is in respect of eligible expenditure already incurred;
- the information I have provided in this form is complete and correct, and
- no claim has been made for funding in respect of these items from any other body.

Signed by a senior officer authorised to sign on behalf of <mark>[insert name of the body]</mark>	
Date	
Signature	
Name (please print)	
Position in organisation	

# Annex D - Grant claim form for Family Fund Trust

This claim form should be completed by an authorised senior officer of the Family Fund Trust and returned to the former of the family fund the former of the family family former of the family former of the family family former of the family former of the family family

, no later than the 5th day of the month for which grant is being claimed and should be supported by invoices or receipts for the last month and a breakdown of expenditure for the month claimed.

		Claim for [insert month]
a.	Forecast expenditure for last month (as on previous grant form).	£
b.	Actual expenditure in last month (see attached breakdown and attached invoices).	£
C.	Unspent DfE grant at end of last month.	£ [a – b]
d.	Forecast expenditure for this month (see attached breakdown)	£
e.	Amount of DfE grant claimed for current month	£ [d – c]
TC	TAL CLAIMED to Date	£

I certify that:

- the above claim is made in accordance with the Grant Offer Letter and Terms and Conditions of the Grant Funding Agreement for the Family Fund Trust to deliver assistance and grants to families on low income with severely ill and/or disabled children;
- the grant received and spent has been used wholly for the purposes for which it was given;
- the information I have provided in this form is complete and correct, and
- the amount of grant claimed on this form represents expenditure incurred or to be incurred for the purposes for which grant is given.

Signed by a senior officer authorised to sign on behalf of Family Fund Trust		
Date		
Signature		
Name (please print)		
Position in organisation		

Annex E - Details of Grant Resource Budget Allocation- the Family Fund Trust, delivering grants to families on low incomes with severely ill and disabled children.

DFE ref:

Table 1 - Overview of Estimated Budget

Estimated out turn	Forecast
FY 2019/20	FY 2020/21
£ -	£ -
	turn     FY 2019/20     Image: Second

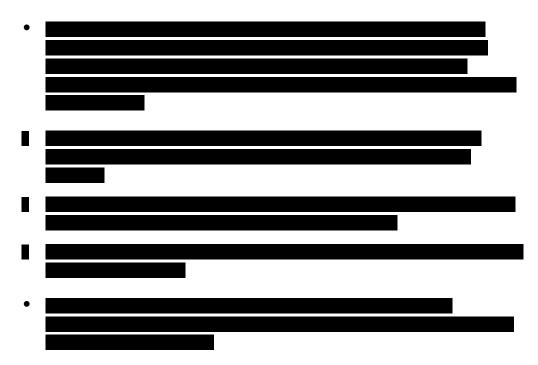
Annex F – List of objectives for which the grant is being paid - to deliver grants to families on low incomes with severely ill and disabled children. Family Fund Trust – DFE ref:

- 1.1 Any income that is generated from grant funded activities can be retained by the organisation on the understanding that it is used for the aims and purposes of this grant.
- 1 Aim

2.1 Family Fund Trust shall use all reasonable endeavours to achieve the following aims:

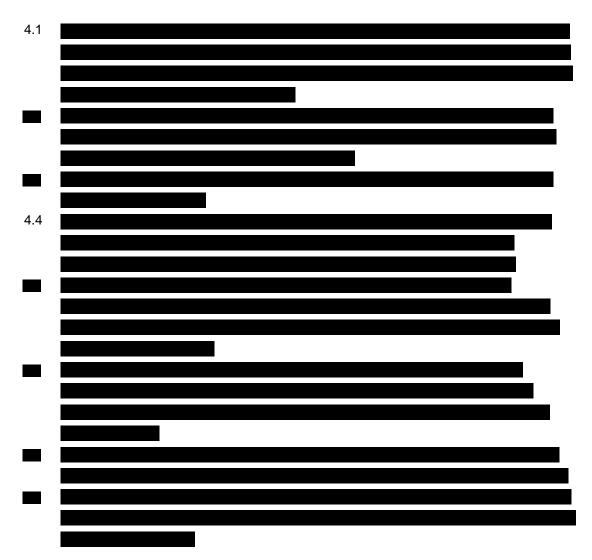


- 2 Objectives
- 3.1 Family Fund Trust shall use all reasonable endeavours to achieve the following objectives:



3 Key performance indicators

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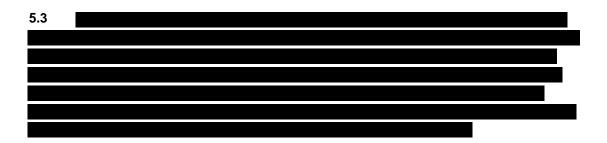


## 5 Complying with new Government policies

5.1 The grant funding is provided on the strict understanding that none of this funding is to be used for advertising, marketing, communications or consultancy; or for any costs associated with the maintenance, technical development or updating of existing websites; or for the development/creation of new websites, unless where specified by the grant conditions at 5.3, for achievement of the grant KPIs and objectives.

5.2 DfE recognises that the Family Fund Trust uses a range of communication channels





Annex G – Annual Certification of Expenditure

Annual Certification of the Family Fund Trust Expenditure for Financial Year 2020-2021

(i) Family Fund Trust – DFE ref:

(ii) [Department for Education]

Dear Sirs,

Re: Family Fund Trust – DFE ref:

This certificate is provided to Family Fund Trust to enable it to comply with the Department for Education (DfE)'s terms and conditions of the Grant Funding Agreement (GFA) and the Grant Offer Letter requirements. We have obtained reasonable assurance that the expenditure, for which grant of £27.323 million for the year ending March 2021 was paid. From this grant the Family Fund Trust incurred £27.323 and this was applied for the purposes intended by the DfE and the financial transactions conform to the GFA and list of objectives specified.

In our opinion, having carried out our work in all material respects, the expenditure for the year ended 2020-2021 and the grant conditions have been met and the grant funding has been spent for the intended purposes.

This report is made solely to Family Fund Trust to be produced to the DfE. Our work has been undertaken so that we might state to Family Fund Trust those matters we are required to state in a report and for no other purpose.

Yours faithfully,

Signed by an independent external officer authorised to sign		
Date		
Signature		
Name of external auditor/accountant or equivalent (please print)		
Position in organisation		

Signed by a senior officer authorised to sign on behalf of [insert name of the body]	
Date	
Signature	
Name (please print)	
Position in organisation	

Annex H – Proposed Grant payment schedule - The Family Fund Trust, to deliver grants to families on low incomes with severely ill and disabled children. DfE ref

The Department will pay this Grant to Family Fund Trust in accordance with the following payment schedule, subject to Family Fund Trust meeting the requirements of this Grant Funding Agreement.

Period	Payment date	Outputs	Payment Amount
Month 1:			
Month 2:			
Month 3:			
Month 4:			00
Month 5:			
Month 6:			
Month 7:			
Month 8:			
Month 9:			
Month 10:			
Month 11:			
Month 12:			
Total		Total Families helped	£27,323,000

Model Grant Offer Letter for DfE General Grants: Template for customisation by Policy Team

# Annex I – Sample exit plan

Family Fund Trust - DfE ref:

### Introduction

- 1. Although the Department does not seek to exercise detailed control of the activities of Family Fund Trust, it must ensure that public money is protected and value for money achieved. To meet this requirement, this Annex describes the duties and responsibilities of Family Fund Trust and the Department, leading up to and covering the expiry or termination of this grant for whatever reason and the transfer of the grant funded activities.
- 2. This Annex defines the exit plan and how it shall be revised to ensure that it remains workable at any time. The Department and Family Fund Trust acknowledge the importance of keeping the exit plan up to date during the term of the Grant and of reflecting the impact of all relevant changes to the grant funded activities or outputs required. You shall not make any additional charge for any work undertaken in making changes to the exit plan. Where there are principles to be adopted in implementing this plan, the parties to this Grant Funding Agreement shall endeavour to agree the relevant details within such principles.
- 3. The Department shall be entitled to disclose the contents of the exit plan to any future bidder for the Grant (or its equivalent).

#### Objectives

- 4. The objective of the exit plan is to ensure:
  - an orderly and smooth transition of the grant funded activities from Family Fund Trust to a successor body or the Department at the expiry or termination of this Grant;
  - the continuation of grant funded activities;
  - that there is no undue favour to Family Fund Trust in any future competition for the Grant (in whole or in part); and
  - that the responsibilities of both parties to the Grant Funding Agreement are clearly defined in the event of expiry or termination.

### General

5. Where the Department intends to continue the operation of the grant funded activities in broadly the same way after expiry or termination, either by performing them itself or by means of a successor, you shall endeavour to ensure the smooth and orderly transition of the grant funded activities and shall co-operate with the Department or the successor, as the case may be, in order to achieve such transition.

- 6. When such endeavours and co-operation are outside the scope of the Grant, you shall provide quotations for reasonable charges associated with providing such assistance and the Department shall pay such reasonable charges.
- 7. You shall comply with any reasonable request of the Department for information relating to the performance of the grant funded activities, including the use of other parties. You will be allowed a reasonable period of time in which to respond to the Department.

#### Exit Planning

- 8. You shall, in conjunction with the Department, maintain, and as necessary update, the Exit Plan throughout the period of the Grant so that it can be implemented immediately, if required. From time-to-time either the Department or you can instigate a review of the Exit Plan.
- 9. You shall co-operate with all reasonable requests made by either the Department or a successor body relating to exit transition arrangements for the grant funded activities.

#### Assistance

- 10. You shall be responsible for delivering the grant funded activities and achieving the objectives at Annex F until the date of expiry or termination or transfer of the Grant (as appropriate).
- 11. You shall use all reasonable endeavours to ensure that a transition of responsibility for the delivery of the grant funded activities to the successor body or the Department, as the case may be, minimises any detrimental effect on the delivery of the activities and the Department shall use all reasonable endeavours to co-operate in such transfer.

#### Assets Register

- 12. You shall maintain throughout the exit period of this Grant an asset register in accordance with the Terms and Conditions of the Grant Funding Agreement.
- 13. You shall not change the status of any asset without the prior written consent of the Department where such a change would either be viewed as a major change or would require repayment in accordance with the Terms and Conditions of the Grant Funding Agreement.

### Transfer of the Department's Data

In addition to complying with the provisions of the main agreement, you shall, upon reasonable written request by the Department or in

- 14. any event, within one month of notice of termination, deliver the Department's data, including the following:
  - a) an inventory of the Department's data and any other data available for transfer;
  - b) a data structure definition (where relevant) covering all available Departmental data; and
  - c) a proposed method for testing the integrity and completeness of the Department's data transferred.

**Documentation and Access** 

- 15. You shall provide the Department on request with information and documentation reasonably necessary to assist with the transfer of the grant funded activities to the Department or to a successor body, including any documentation required to support any bidding process for the provision of the activities. This includes full details of:
  - a) the work programme, objectives/targets, and other services delivered by you under this funding agreement;
  - b) any software, including third party software and any hardware used in connection with the delivery of the activities;
  - c) software and supply agreements used to deliver any services associated with delivery of the activities, including the agreements relating to any third party software identified by name of supplier, term of Grant, and charges payable under the Grant; and
  - d) any employees used by you to help deliver the grant funded activities who are essential to this delivery; this information shall be provided under conditions of confidentiality reasonably acceptable to you.
- 16. The Department may make the documentation available to suppliers who wish to bid for the provision of the activities. You shall respond expediently and in full to any reasonable questions by the Department or the suppliers and shall co-operate with any reasonable due diligence activities carried out by suppliers.

**Transfer Support Activities** 

17. You shall co-operate with all reasonable requests made by either the Department or a successor relating to the grant funded activities transition arrangements. The Department and you shall discuss the implementation plan for the transition of the activities to either the Department or a Successor body.

Model Grant Offer Letter for DfE General Grants: Template for customisation by Policy Team

Annex J – Sample Progress and Final reporting form

Family Fund Trust - DfE ref: GR1000156

Grant reference number	DfE ref
Total Grant Funding	£27.323 million per year.
Project title	
Grantee organisation	Family Fund Trust
Person submitting this report	
Contact number	
Are you the primary contact?	Yes or No
If No, what is your role in the project?	
Report type	Progress or Final
Actual period covered in th	is report From to

### SECTION 1: GRANTEE INFORMATION

#### SECTION 2: SUMMARY

Provide a summary of progress to date, approximately 200–500 words (cover the life of the project if this is your final report)

#### SECTION 3: ACTIVITIES AND OUTPUTS

Provide a summary report of progress and achievement to date, against the specific key performance
indicators and objectives agreed to in the grant funding agreement.
Key Activity completed in this period:
Evidence:
Progress on objectives/delivery plans:
Please provide details of any slippage in delivery plans and reasons for this if
applicable:
Is there anything else you would like to raise in this report?

Model Grant Offer Letter for DfE General Grants: Template for customisation by Policy Team

Provide a summary report of progress and achievement to date, against the specific key performance indicators and objectives agreed to in the grant funding agreement.

Issues/challenges: What (if any) problems have you encountered and how have you dealt with, or how do you intend to deal with them?

Please provide any other information which you think might be helpful:

SECTION 4: DECLARATION

I, \_\_\_\_\_ [position] declare that the information provided in this progress report is true and correct to the best of my knowledge. I understand that any omission or false statement may result in the grant being terminated and previous payments recovered, or future grant applications refused.

Signed	
Date	

# Annex K – Generic Standard GDPR Clauses

## Schedule 1 - Processing, Personal Data and Data Subjects

This Schedule shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Schedule shall be with the Controller at its absolute discretion.

- 1. The contact details of the Controller's Data Protection Officer are:
- The Processing will be completed by the Controller, save for sub-processing completed by partner organisations contracted with suitable Data Processing Agreements.

Description	Details
Identity of the Controller and Processor	The Controller is
	The Controller will perform the Processing.
Subject matter of the processing	The processing is needed in order to ensure that the Controller can effectively deliver the grant to provide a service to members of the public.
Duration of the processing	
Nature and purposes of the processing	<b>Grant awards</b> – assessing the conditions and circumstances of disabled children in order to ascertain their eligibility under Family Fund Trust criteria and to assess the suitability of their grant request.
	<b>Staff and volunteers</b> – assessing their right to work in the UK, their suitability for any position, and processing payroll / expenses.
	Independent Assessors – assessing their suitability to complete home visits for Family Fund Trust, including any relevant background checks.
	<b>Sub-contractors</b> – processing the data of those supplying grant awarded items and services in for both placing orders and paying invoices.

	<b>Fundraisers</b> – processing the financial and personal details necessary to subscribe an individual to an event or to accept payments from them.
Type of Personal Data	<b>Grant awards</b> – name, address, date of birth, income, medical history, contact details, bank account details
	<b>Staff and volunteers</b> – name, address, date of birth, contact details, right to work details, bank account details, and relevant background checks.
	Independent Assessors – name, address, contact details, and relevant background checks.
	<b>Sub-contractors</b> – name and contact details. Address and bank account details for sole-traders not utilising separate company details.
Categories of Data	Grant applicants, including details of members of the
Subject	family unit. Persons associated with the application (teachers, care workers, etc.).
	Sub-contractor and fulfilment company staff members. Family Fund Trust staff members (including volunteers
	and independent assessors). Fundraisers.
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	Personal data will be used for the duration of processing then retained according to statutory guidelines. Family Fund Trust will then securely destroy the data (including physical destruction of hard-copy documents and electronic deletion of computer records). Any third-party destruction will be subject to a Data Processing Agreement by certified specialist companies.