

Name
Email address

Date:

Dear Name

Grant Funding Letter

Adult Social Care Data and Cyber Security Programme

This Grant Funding Letter ("**GFL**") sets out the grant funding offered by the Registered Nursing Home Association ("**RNHA**"), a company limited by guarantee registered in England and Wales with company registration 3675577 and whose registered office is Derek Whittaker House, Tunnel Lane, Birmingham B30 3JN, to [insert grant recipient organisational name and address] (the "**Recipient**").

In offering this grant funding, the RNHA is acting on behalf of Digital Social Care, the Local Government Association and the Department of Health and Social Care (the "**Programme Partners**").

Please read the conditions of grant below carefully:

Purpose of Grant

1. This grant funding is awarded in line with the project application in **Annex B** and the Application Guide in **Annex C**.
2. This grant must not be used for activities other than those specified in **Annex B** and **Annex C** without the prior written consent of RNHA.

Payments and Duration of Grant Funding

3. This grant funding must be spent in accordance with the agreed indicative outline costs set out in **Annex B**, unless otherwise approved by RNHA in writing. The grant funding will be paid in two equal payments. The first payment will be paid at the start of the project. The second payment will be paid when the project has been satisfactorily completed. Both payments will require the Recipient to submit a suitable invoice to the RNHA in advance of the payment being made.
4. The grant funding covered by this letter expires on 31 March 2020. If the activity described in Annex B and Annex C has not been satisfactorily completed by that date, the RNHA reserves the right to reduce the amount of the second

payment to the Recipient accordingly.

Reporting Requirements

5. As set out in the Application Guide in Annex C, the recipient is required to ensure that:
 - Their project plan is finalised by 30th September 2019.
 - A draft project report is submitted by 29th February 2020.
 - A final project report is submitted by 31st March 2020.
6. The Recipient acknowledges that the Programme Partners will own the Intellectual Property Rights in the tools and outputs of the project and commits to making all tools and outputs from the project completely **open** and **freely available** for any organisation to reuse.
7. The Recipient should include the following statement in all communications about the programme:
TO BE ADDED.

Complying with new Government policies

8. This grant is provided on the understanding that none of this money is to be used for marketing or advertising save for activities allowed under clause 32 of the Conditions of Grant.

Signifying acceptance

9. Please signify your acceptance of this offer and the Conditions of Grant by completing and signing the signatory part on page 3 of this GFL and the duplicate. One copy of the letter should be retained by the Recipient and the other returned to [Name and email address]. On completion of the work of the project specified in **Annex B** please complete and return **Annex A**.

For the avoidance of doubt this grant payment in no way creates any employment relationship with or obligations on any of the Programme Partners.

Yours sincerely

Ian Turner
National Chair, Registered Nursing Home Association
On behalf of the Programme Partners

Adult Social Care Data and Cyber Security Programme 2019/20

Acceptance of Grant

We have read and understand the Conditions of Grant attached to this Grant Funding Letter and formally accept them on behalf of:

Signed by person authorised to sign on behalf of RNHA	
Date	
Signature	
Name (please print)	
Position in RNHA	

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

Principal contacts	RNHA	Recipient
Contact name		
Position		
Telephone no.		
Email		
Address		

CONDITIONS OF GRANT

Definitions:

In these Conditions of Grant, the following terms have the meaning given below:

“Data Protection Legislation”: means the Data Protection Act 2018 and the GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and any successor legislation to the GDPR or the Data Protection Act 2018.

“Personal Data and/or Sensitive Personal Data”: means as defined under the GDPR, “Special Categories of Personal Data”.

“Funding Period”: means from the date of this agreement to 31st March 2020.

“Grant Agreement”: means the Grant Funding Letter together with these Conditions of Grant and Annexes A, B and C to the Grant Funding Letter.

“GDPR”: means the General Data Protection Regulation ((EU) 2016/679).

“The Project”: means the *[insert title of the successful project]* including activities, delivery, outputs and outcomes set out in the Recipient’s project application (attached at **Annex B**) and meeting the requirements set out in the Application Guide (**Annex C**);

“The Recipient”: means [insert name of organisation];

The **“Programme Partners”** means the Registered Nursing Home Association, the Local Government Association and the Department of Health and Social Care.

Specific Conditions of Grant

1. The parties acknowledge that this grant is made pursuant to the project specified in **Annex B** for use in, or in connection with, raising awareness and standards of data and cyber security in the adult social care provider sector.
2. All expenditure must relate directly to the work schedules set out under **Annex B** and the requirements of **Annex C**.
3. At least one meeting will be held between the Principal Contact for the Recipient and a representative of the Programme Partners for monitoring purposes during the funding period.

Payment Arrangements

4. The amount of grant payable under this Agreement is [insert amount]. The grant will be paid in two equal instalments.

5. The first payment will be made by RNHA on receipt of a suitable invoice and the signed and completed Grant Agreement. The second payment will be made by RNHA on receipt of a suitable invoice and following agreement from the Programme Partners that the Project has been satisfactorily completed.
6. The Recipient must not deliberately incur liabilities for expenditure before there is an operational need for it to do so. Expenditure shall be said to have taken place where goods and services have been satisfactorily delivered.
7. The grant may not be spent on any of the following types of expenditure:
 - i) activities of a political or exclusively religious nature;
 - ii) goods or services that the Recipient has a statutory duty to provide;
 - iii) payments reimbursed or to be reimbursed by other public or private sector grants;
 - iv) contributions in kind;
 - v) depreciation, amortisation or impairment of fixed assets owned by the recipient;
 - vi) interest payments (including service charge payments for finance leases);
 - vii) gifts to individuals other than promotional items with a value no more than £10 a year to any one individual;
 - viii) entertaining (entertaining for this purpose means anything that would be a taxable benefit to the person being entertained, according to current UK tax regulations);
 - ix) statutory fines, criminal fines or penalties;
 - x) liabilities incurred before the issue of this funding agreement unless agreed in writing by RNHA.

Procurement of Goods and Services

8. The Recipient shall have regard to HM Treasury guidelines in the procurement of goods and services for which it receives grant so as to secure best value for money. In particular, contracts of work, equipment stores and services etc. awarded by the Recipient shall be placed on a competitive basis unless there are good reasons to the contrary. The Recipient shall not make any advance payment, or enter into any deferred payment arrangements without the prior written consent of RNHA.

9. The Recipient must secure the best value for money in all purchases of goods and services made for the purposes of the Project. The Recipient must obtain quotes for the provision of all goods and services with a cost of £500 or more, and where the cost is £10,000 or more, it must, if practicable, obtain at least 3 written tenders/quotes. If this is not possible then the Recipient must document and if requested provide to the RNHA the reasons why this was not possible and the rationale for believing that the expenditure incurred represents value for money.

Intellectual Property Rights and Branding

10. In consideration of the grant, the Recipient hereby assigns to the Programme Partners as legal and beneficial owners with full title guarantee all Intellectual Property Rights and any associated goodwill arising from or in connection with work commissioned by RNHA, created in the course of carrying out the activities set out in Annex B and Annex C during the funding period.
11. The Recipient acknowledges that it (and its suppliers and contractors) will only have the right to use branding linked to this programme, for example that of the Programme Partners, with RNHA's prior consent. The Recipient acknowledges that the Programme Partners shall have the right to use all appropriate branding and materials produced with the help of this grant.
12. "Intellectual Property Rights" for the purposes of clause 10 means all intellectual property rights including (without limitation) any patent, copyright, rights in software, database right, moral right, design right, registered design, trade mark, service mark, domain name, know-how, utility model, unregistered design or where relevant any application for the same or any other such right or other industrial or intellectual property right subsisting in any part of the world created by the Recipient or on its behalf.

Capital Assets

13. If the Recipient uses the grant, or any part of it, to purchase any capital asset and that asset is disposed of, or ceases to be used by the Recipient for the provision of the work, RNHA may recover the full market value of that asset, net of any costs of disposal (if applicable). For these purposes "full market value" means (i) the value of the asset received or determined by the Recipient following its own asset disposal procedures or valuation and depreciation policy as agreed with its auditors, or (ii) in a case where the Recipient has not followed

that procedure or policy, the value of the asset which the Recipient would have received or determined had it followed that procedure or policy.

Statement of Expenditure

14. As soon as possible after the end of the Project, and not later than 15th April 2020 the Recipient must complete and submit to RNHA, a Statement of Expenditure, giving details of eligible expenditure, including all transactions during the funding period, in support of the activities set out in Annex B.

Records to be kept

15. The Recipient must:
 - i) maintain and operate effective monitoring and financial management systems for the Project in order to control expenditure and to ensure that the costs of achieving the objectives, activities and milestones set out in the bid can be clearly identified; and
 - ii) keep a record of expenditure and all income generated by the Project, and retain all accounting records relating to that expenditure and income for a period of at least six years after the end of the funding period. Accounting records include original invoices, receipts, accounts and deeds, whether in writing or electronic form. Such records must also be kept for any income generated with the help of grant. The Recipient must make these available at any reasonable time for inspection by officials from RNHA and/or the Programme Partners.

Further Information

16. The books and other documents and records relating to the Recipient's accounts shall be open to inspection by the Programme Partners. The Recipient acknowledges and agrees that the Programme Partners may carry out examinations into the economy, efficiency and effectiveness with which the Recipient has used its resources in discharging its grant-aided activities.
17. The Recipient shall provide to the Programme Partners such further information and documentation as may be required for the purpose of determining whether it has complied with the grant conditions.

Financial management

18. The Recipient shall maintain a sound system of internal financial controls, and shall also take adequate measures to safeguard itself against fraud and theft. All cases of fraud or theft, whether proven or suspected, must be notified to RNHA.
19. The Recipient shall take such steps as the RNHA may require from time to time, to satisfy the RNHA that the systems of financial and manpower control and the management and organisation of the Recipient are such as to enable it to fulfil its objectives under this grant agreement.

Auditor Arrangements

20. The Recipient on reasonable notice, without charge, will permit any official or officials of the Programme Partners during usual business hours, to visit its premises and/or inspect any of its activities and/or examine and take copies of the Recipient's books of account and such other documents or records as in such officials' reasonable opinion may relate to the use and execution of the grant activities and Grant Agreement.

Third Party Contracts

21. The recipient will ensure that any third parties or sub-contractors, adhere to the terms of this agreement as if they were a party to it.

Other Conditions

22. If the Recipient fails to comply with any of the conditions specified in this document, RNHA may require the repayment of the whole or any part of the grant monies paid to the Recipient as may be determined by RNHA and notified in writing to the Recipient. Such sums that have been notified shall immediately become repayable to RNHA.
23. If the Recipient fails to comply with any of the conditions set out in this document, or following a consistently poor performance in meeting the conditions set out in this document or following a consistently poor performance in meeting the objectives of the agreed work schedule as set out under **Annex B**, RNHA may, after giving 30 days' notice, terminate the grant irrespective of 3rd Party contracts and so on.
24. The Recipient must:

- i) ensure that it obtains all necessary permission and authority (whether required by legislation or otherwise) to undertake the works and activities detailed in this Grant Agreement; and
- ii) take all reasonable steps to ensure that it and anyone acting on its behalf under the Project complies with the law for the time being in force in the United Kingdom, including, in particular (so far as binding on the Recipient), the requirements of the Health and Safety at Work Act 1974, Data Protection legislation, the Human Rights Act 1998 and the Equality Act 2010. Note: The Equality and Human Rights Commission have issued Codes of Practice giving guidance on the law relating to equal opportunities and on good practices in employment.

Conflicts of interest and financial or other irregularities

- 25. Officers, members and/or employees of the Recipient must be careful to avoid conflicts of interest. The Recipient must ensure that all such persons declare any personal or financial interest in any matter concerning the Project and agree to withdraw from any discussion or decision-making relating to the matter concerned.
- 26. If the Recipient has any grounds for suspecting financial irregularity in the use of any grant paid under this Grant Agreement, it must notify RNHA immediately, explain what steps are being taken to investigate the suspicion and keep RNHA informed about the progress of the investigation. For these purposes "financial irregularity" includes fraud or other impropriety, mismanagement, and the use of grant for purposes other than the purposes of the Project.
- 27. If the Recipient fails to comply with any of the conditions of grant set out in this funding agreement, or if any of the events listed in clause 28 occurs, or where a third party brings, or threatens to bring, a challenge under the UK Procurement Regulations, Equality Legislation, Intellectual Property claims in connection with the Project, RNHA may reduce, suspend, or withhold grant payments, or require all or any part of the grant to be repaid. The Recipient must repay any amount required to be repaid under this condition within 30 days of receiving the demand for repayment.
- 28. The events referred to in clause 27 are as follows:

- i) the Recipient fails to make satisfactory progress with the Project, and, in particular, with delivery or achievement of the objectives, activities and milestones set out in Annex B;
 - ii) the Recipient owes any sum to RNHA under any offer of grant or any other grant determination;
 - iii) the Recipient purports to transfer or assign any rights, interests or obligations arising under this funding agreement without the agreement in advance of RNHA;
 - iv) there is a change in control or ownership of the Recipient or of the Project or the Recipient ceases to operate or changes the nature of its operations to an extent which RNHA considers to be significant or prejudicial to the satisfactory continuance of the Project;
 - v) the Recipient is the subject of a proposal for a voluntary arrangement; or has a petition for an administration order or a winding up order brought against it; or passes a resolution to wind up; or makes any composition, arrangement, conveyance or assignment for the benefit of its creditors, or purports to do so; or is subject to the appointment of a receiver, administrator or liquidator; or is struck from the register at the Charity Commission, or, being a company, is struck from the register at Companies House;
 - vi) any information provided in the grant proposal or in any subsequent supporting correspondence is found to be incorrect or incomplete to an extent which RNHA considers to be material;
 - vii) the Recipient takes inadequate measures to investigate and resolve any reported irregularity;
 - ix) a report from the reporting accountant on a Statement Expenditure is unsatisfactory because it contains an adverse opinion, a qualified opinion or a disclaimer of opinion, to any of which the Recipient has not responded appropriately.
29. Where RNHA has required the Recipient to repay any amount, RNHA may recover that amount by withholding, or deducting the amount from, any sum due to the Recipient from RNHA under any offer of grant or any other grant determination.

30. It is hoped that most difficulties encountered by the Recipient can be overcome with the advice and support of the Programme Partners. In the event that it becomes necessary to take steps to enforce the terms and conditions of this funding agreement, RNHA will write to the chief executive (or equivalent) of the Recipient giving particulars of its concern about the Project or of any breach of a term or condition of the grant.
31. The Recipient must act within 30 days (or earlier, depending on the severity of the problem) to address RNHA's concern or rectify the breach, and may consult RNHA or agree with it an action plan for resolving the problem. If RNHA is not satisfied with steps taken by the Recipient to address its concern or rectify the breach, it may take steps to withhold or suspend the further payment of grant, or to recover grant already paid or both

Marketing and advertising

32. This grant may be used for activities designed to share learning and disseminate best practice such as the holding of seminars and training sessions, the promotion of pilot schemes and the publishing and dissemination of data. For the avoidance of doubt, these activities will not fall within the prohibition on marketing or advertising set out in paragraph 8 of the Grant Letter.
33. Any information sharing, case studies, best practice dissemination should be shared with RNHA prior to publication. The RNHA will need to verify any publications with the Programme Partners.

Warranties

34. The Recipient warrants, undertakes and agrees that:
 - i) it has all necessary resources and expertise to deliver the Project (assuming due receipt of the Grant);
 - ii) it shall at all times comply with all relevant legislation and all applicable codes of practice and other similar codes or recommendations, and shall notify the RNHA immediately of any significant departure from such legislation, codes or recommendations;
 - iii) it shall comply with the requirements of 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 employees and other persons working on the Project;

- iv) it has and shall keep in place adequate procedures for dealing with any conflicts of interest;
- v) it has and shall keep in place systems to deal with the prevention of fraud and/or administrative malfunction;
- vi) all financial and other information concerning the Recipient which has been disclosed to the RNHA is to the best of its knowledge and belief, true and accurate;
- vii) it is not subject to any contractual or other restriction imposed by its own or any other organisation's rules or regulations or otherwise which may prevent or materially impede it from meeting its obligations in connection with the Grant;
- viii) it is not aware of anything in its own affairs, which it has not disclosed to the RNHA or any of the RNHA's advisers, which might reasonably have influenced the decision of the RNHA to make the Grant on the terms contained in this Agreement; and
- ix) since the date of its last accounts there has been no material change in its financial position or prospects.

Assignment

- 35 The Recipient may not, without the prior written consent of the RNHA , 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, except as contemplated as part of the Project, transfer or pay to any other person any part of the Grant. If the written consent of the RNHA is provided the Recipient acknowledges and warrants that the terms contained in this grant agreement apply to any subcontractors, transferee, third party etc.

Additional Information

- 36 The recipient acknowledges that while the RNHA is not subject to the Freedom of Information Act it has committed to acting in the spirit of the legislation where it is able to do so. As such it is at the discretion of the RNHA to determine what, if any, information relating to this grant can and should be disclosed in the event of a freedom of information act request being received by any of the Programme Partners.
- 37 The Recipient shall:
- i) provide all necessary assistance and cooperation as reasonably requested by the RNHA to enable the Programme Partners to comply with requests for information.

- ii) transfer to the RNHA all requests for information relating to this agreement that it receives as soon as practicable and in any event within 2 working days of receipt;
 - iii) provide the RNHA with a copy of all information belonging to the RNHA requested in the request for information which is in its possession or control in the form that the RNHA requires within 5 working days (or such other period as the RNHA may reasonably specify) of the RNHA request for such information; and
 - iv) not respond directly to a request for information unless authorised in writing to do so by the RNHA.
- 38 Additionally, for the purposes of this grant the RNHA shall be deemed to be bound by the Transparency Code 2015. As such the recipient shall not object to the content of and details relating to this agreement being published.

End of Conditions of Grant

Annex A

The Recipient must complete this form and return a scanned copy to: [insert email address] on completion of the project	
Project Name:	
Contact name:	Telephone number:
This grant is to fund activities set out in the work schedule (Annex B to the Grant Agreement)	
1. Allocation 2019/20	£
2. Actual expenditure from [insert dates]	£
3. (Under)/Overspent for 2019/20	£
4. Amount to be returned to RNHA	£
<p>I certify that expenditure incurred above was in accordance with the terms and conditions of the Grant Agreement to assist the work [insert grant recipient] is undertaking on behalf of [Local Authorities] in their project specified in Annex B.</p> <p>Signed by a person authorised to sign for and on behalf of the Recipient.</p> <p>Date</p> <p>Signature</p> <p>Name (please print)</p> <p>Position in organisation</p>	

Annex B: A copy of the Recipient's Grant Application – to be added

Annex C: A copy of the Application Guide dated 11th June 2019 – to be added