

GRANT AGREEMENT

THIS GRANT AGREEMENT is dated [01/02/2019]

BETWEEN:

- (1) Care Quality Commission for **Healthwatch England** of 151 Buckingham Palace Road, London SW1W 9SZ, (address) (“HWE”);
- (2) **[NAME OF ORGANISATION]** Community Interest Company [or company limited by guarantee – delete as appropriate] with company registration number [yyyyyy]) whose registered office is at [anywhere xx yyyy] (“the Recipient”).

Background

- (a) Healthwatch England (“HWE”) was established under the Health and Social Care Act 2012 to be the new consumer champion for health and social care in England. Its purpose is to strengthen the collective voice of patients and users of health and social care services and of the general public.
- (b) Healthwatch will exist in two distinct forms – Local Healthwatch organisations at local level funded by and accountable to the public via local authorities; and HWE at national level, funded by the Department of Health and Social Care, to enable the collective views of the people who use the National Health Services and social care services to influence national policy.
- (c) These terms and conditions apply to Recipients who are applying for grant funding. Each Recipient must accept the terms and conditions before submitting its application.

1. General terms and conditions

- 1.1 Healthwatch England reserves the right to change these grant terms and conditions unilaterally and at any time by giving 1 months’ notice.
- 1.2 The Recipient cannot assign, transfer or sub-contract any of its rights or obligations under this agreement to any third party.
- 1.3 Rights and/or remedies under this award, whether exercised or not, remain available throughout the life of the award.

1.4 An award does not create any partnership or joint venture at law.

1.5 HWE:

- accepts no liability for any consequences, whether direct or indirect, that may come about by undertaking the project, using the grant, or ending the award
- limits its liability to the amount of eligible award for which the Recipient can provide evidence.

1.6 An award cannot be used for any political or lobbying activity or purpose.

2. Duration

2.1 These terms and conditions come into effect from the start date until the end date provided in the award letter, or until the award is terminated.

3. Recipient's obligations

3.1 The Recipient will:

- ensure that the project is managed in accordance with the project proposal and these terms and conditions; and
- inform HWE promptly of any issue or material change that may affect the progress, delivery or exploitation of the project

4. Payment of grant

4.1 HWE will pay the grant by March 2019 and in arrears on submission of a claim, unless otherwise agreed. This will be against the Recipient's net eligible costs incurred and paid as a single payment.

4.2 HWE will normally pay the grant within 14 days, unless it requires further information to support the grant award. We agree to do this within 28 days of receiving the additional information.

4.3 HWE reserves the right not to consider new applications from Recipients who have failed to return required financial reports on any projects funded by HWE.

4.4 Recipients are responsible for maintaining detailed records and documentation relating to its grant award. These should provide evidence that the eligible project costs comply with all state aid rules, as outlined in paragraph 9. These records must be kept for 10 years following the award and must be supplied to the Commission within 20 days if requested.

4.5 HWE may appoint an auditor to ensure the Recipient is complying with these terms and conditions. The Recipient agrees to give the auditor access to its project records within 2 weeks of notice of their appointment. If the auditor determines that the Recipient should repay the grant to HWE, HWE may recover the cost of the auditor's work from the Recipient.

5. Monitoring

- 5.1 The Recipient shall closely monitor the project throughout the period of the grant award to ensure that the aims and objectives of the project are being met and that these terms and conditions are being adhered to.
- 5.2 The Recipient shall on request provide HWE with such information, explanations and documents that HWE may reasonably require in order for it to establish that the grant has been used properly in accordance with the terms and condition of this Grant Agreement.

6. Suspension, withdrawal and repayment of grant

- 6.1 HWE may suspend, withdraw or reclaim the grant in whole or in part.
- 6.2 HWE will take appropriate care in how it does this, but in certain circumstances HWE can immediately suspend grant payments.
- 6.3 If HWE has concerns which means it might need to suspend, withdraw or reclaim the grant. However, HWE will write to the Recipient and it will then have 30 days in which to address HWE concerns.
- 6.4 Examples of events that may result in HWE suspending grant payments include:
- misuse of the grant funds, including in a fraudulent or financially misleading way (or for purposes not related to the project);
 - false statements in any part of the Recipient's application or project;
 - failure to maintain satisfactory progress on the project;
 - any material changes to the proposed outcomes of the project; and/or
 - failure to comply with these terms and conditions.
- 6.5 Examples of events that may result in HWE stopping grant payments include:
- failure to resolve to HWE's satisfaction, or not being able to resolve, the reasons for suspension;
 - being found to have applied for and secured multiple awards for the same or largely interchangeable project scopes;
 - being found to have breached any of HWE's policies;
 - becoming insolvent, declared bankrupt, placed into receivership, administration or liquidation, or having a petition presented for winding up, or any similar arrangements that may affect the Recipient financially (including any requirements imposed by GBER (see paragraph 9); and/or
 - a change to the Recipient's legal status which it failed to declare or misrepresented to HWE.

6.6 If the Recipient is unable to resolve the issue causing suspension or if HWE stop the grant payments, HWE may require the Recipient to repay some or all grant less any reasonable expenses incurred in relation to the Project.

7. Financial reporting

7.1. The Recipient will allow the exercise of any audit and inspection of books and records;

7.2. provide the HWE with monthly monitoring reports and a final end of grant report;

7.3. acknowledge the Grant Funds in each of its annual accounts during the life of this Grant Agreement up to and including the final year of grant payment(s);

7.4. operate appropriate financial controls to both manage expenditure and safeguard Grant Funds against fraud, theft and illegal disposal; and

7.5. inform the HWE promptly in the event of experiencing financial or operational difficulties.

8. Confidentiality and information management

Each party will use all confidential information exclusively for the performance of its obligations under this Grant Agreement, and after termination the receiving party will keep all confidential information confidential to the extent that it cannot be returned or destroyed.

9. Data Protection

Both parties will comply with all applicable requirements of and all their obligations under the Data Protection Legislation with arise in connection with this Grant Agreement.

10. Intellectual property

10.1 All intellectual property rights in documents directly or indirectly made available by HWE to the Recipient pursuant to this Grant Agreement vests in HWE absolutely and exclusively unless otherwise specified and agreed. Intellectual property rights documents created as a result of the project for which the grant has been awarded are owned by the Recipient unless otherwise specified and agreed.

10.2 The Recipient agrees to provide a copy of all materials to provide HWE with the intelligence and insights it needs to enable it to perform effectively under the terms of the Health and Social Care Act 2012.

11. Freedom of Information

11.1 The Recipient acknowledges that HWE is subject to the requirements of the Freedom of Information Act and the Environmental Information Regulations 2004 and shall:

- (a) provide all necessary assistance and cooperation as reasonably requested by HWE to enable HWE to comply with its obligations under the FOIA and the Environmental Information Regulations 2004;
- (b) transfer to HWE all Requests for information relating to this Grant Agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;
- (c) provide HWE with a copy of all information belonging to HWE requested in the request for information which is in its possession or control in the form that HWE requires within 5 Working Days (or such other period as HWE may reasonably specify) of HWE'S request for such Information; and
- (d) not respond directly to a request for information unless authorised in writing to do so by the HWE.

12. UK statutory framework

12.1 HWE is required to comply with all legislation in England and Wales. The Recipient's attention is particularly drawn to the data protection legislation, the Bribery Act 2010, the Fraud Act 2006 and the Modern Slavery Act 2015.

12.2 The Recipient will comply with the Equality Act 2010 and Human Rights Act 1998 in the performance of its duties under this Grant Agreement.

12.3 HWE expects the Recipient to comply with all legislation where they apply to the Recipient and to act in a way that does not affect HWE's ability to comply.

13. Publication of information

The Recipient shall not, make any press announcement or publicise this Grant Agreement or any part thereof in any way, except with the prior written consent of HWE.

14. Dispute resolution

14.1 The parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with this Grant Agreement within 28 Working Days of either party notifying the other of the dispute and such

efforts shall involve the escalation of the dispute to an appropriately senior representative of each party.

14.2 If the dispute cannot be resolved by the parties within one month of being escalated as referred to in clause 0, the dispute may by agreement between the parties be referred to a neutral adviser or mediator (the "Mediator") chosen by agreement between the parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.

14.3 If the parties fail to appoint a Mediator within one month of the agreement to refer to a Mediator, either party shall apply to the Centre for Effective Dispute Resolution to appoint a Mediator.

15. Force majeure

Where an event of force majeure, or a change to the Laws of England and Wales, UK government or devolved administration policy and/or the Legal Acts of the European Union occurs which affects HWE's ability to continue funding the Recipient's project, HWE may terminate the award by giving the Recipient as much notice as possible in writing. In such circumstances, HWE will meet any eligible costs that the Recipient may have reasonably incurred and paid prior to the date of termination.

16. Other

16.1 Each of the parties represents and warrants to the other that it has full capacity and authority, and all necessary consents, licences and permissions to enter into and perform its obligations under this Grant Agreement

16.2 No provision of this Grant Agreement is enforceable by a person who is not a party to this Grant Agreement.

16.3 The Recipient must not assign or transfer the benefit of this Grant Agreement.

16.4 Each party shall bear its own costs and expenses.

16.5 No amendment of this Grant Agreement shall be effective unless it is in writing signed by or on behalf of the parties.

16.6 This Grant Agreement shall be governed and construed according to the laws of England and Wales and the parties submit to the exclusive jurisdiction of the Courts of England and Wales

IN WITNESS of which this Agreement has been duly executed by the parties on the date first above written.

SIGNED for and on behalf of **Healthwatch England**

Signature 

Name ...Gavin Macgregor.....

Position ...Head of Network Development.....

SIGNED for and on behalf of **[Recipient]**

Signature

Name

Position

SCHEDULE 1 --THE PROJECT

Healthwatch Engagement Programme: NHS Long Term Plan

1. To act as the co-ordinating body for this engagement programme within the relevant Sustainability and Transformation Partnership (STP) [Co-ordination Role]
2. To undertake agreed engagement activities within your local Healthwatch area [Engagement Role]
3. To second Joanne Brown, Research and Engagement Officer with Healthwatch North Tyneside to assist Healthwatch England with delivery of the programme [secondment role].

Outcomes and outputs for the Funded Activity

1. Co-ordination Role

- a. Agree engagement priorities with the relevant STP
- b. Liaise and co-ordinate the engagement activities with Healthwatch colleagues in the relevant STP area (if more than one Healthwatch organisation within the STP area)
- c. Produce a report bringing together all the evidence and insight gathered by Healthwatch in the relevant STP area

2. Engagement Role

- a. Promote and enable the completion of the Long Term Plan survey
- b. Analyse the results and include in a report for the relevant STP
- c. Identify and summarise your existing insight and evidence that is relevant for the Local Plan
- d. Carry out at least two public engagement events or focus groups involving a minimum of ten participants in each:
 - i. One with the general public
 - ii. One with a specific group or communityThemes and topics will be locally agreed with the STP and Co-ordinating Healthwatch to reflect local needs, and you will use Healthwatch England's focus group toolkit
- e. Carry out any other reasonable activities collectively agreed with your STP and co-ordinating Healthwatch
- f. Meet and work in partnership with other local Healthwatch in the STP area during the engagement period (if more than one Healthwatch organisation within the STP area)
- g. Assist in monthly reporting to Healthwatch England and the STP
- a. Support the Co-ordinating Healthwatch to analyse your data, insight and findings by providing them in an agreed format, utilising tools provided by Healthwatch England.

3. Secondment Role

- a. Development of research toolkits and guidance by the end of February
- b. Provision of one day a week support, advice and guidance on behalf of Healthwatch England to nominated Healthwatch for the duration of the programme over the period February until June 2019
- c. Provision of a minimum of monthly reports to Healthwatch England
- d. Travel to Healthwatch across England as agreed with Healthwatch England

SCHEDULE 2 - PAYMENT SCHEDULE

Payment on receipt of invoice and signed grant agreement

Payment is inclusive of VAT

Payment

1. Engagement role £2,500
2. Secondment role £3755. Payment covers
 - a. 21 days at 7 hours per day
 - b. 25% charge to cover on costs
 - c. 15% management fee
 - d. Maximum of £500 for expenses incurred in relation to delivery of the Funded Activity and in agreement with HWE

3. Total Payment