**Digital Transformation Fund**

**Application for funding to support the adoption of a Digital Social Care Record (DSCR)**

1. Introduction

Digital social care records (DSCRs), alternatively known as electronic care planning systems, enable improvements in the safety and quality of care and improve communication between adult social care and health settings. They free up time spent by care workers and managers on administrative tasks and make sure that everyone has the right information they need to deliver the best possible care.

The 3 Integrated Care Systems in Essex (Mid and South East Essex, Suffolk and North East Essex, and, Herts and West Essex) have secured a fixed amount of funding from the NHS Transformation Directorate Digitising Social Care Programme to support the adoption of digital social care records. Essex County Council is acting on behalf of all Integrated Care Systems and Thurrock and Southend Borough Councils in facilitating funding to support care providers to adopt digital care records.

We are now able to provide financial support by way of a one-off grant payment to support adult social care CQC registered providers to adopt a DSCR. The project will contribute to the continued development of the evidence base for digital social care records, evaluate the impact and share the benefits across our Integrated Care System footprint.

**Frequently Asked Questions**

1. What does this initiative offer?

The Local Authority will provide successful adult social care providers with up to £10,000 or 50% funding (whichever is the lower figure) for year one implementation costs of a Digital Social Care Record system. This will include financial support for the purchase of software, associated hardware and training costs.

**NOTE 1-** *This does not include hardware to support infrastructure, connectivity and other devices unless they are required to support implementation of DSCR*

**NOTE 2-** *suppliers selected for this initiative must be* an[assured supplier](https://www.digitalsocialcare.co.uk/social-care-technology/digital-social-care-records-dynamic-purchasing-system/accredited-supplier-list/) *listed on the NHS Transformation Directorate Dynamic Purchasing System (DPS). Grant funding cannot be used to purchase systems from any other supplier.*

2. Who can apply for the Digital Transformation Fund?

Any adult social care CQC provider registered within Essex can apply. This includes all providers within the Mid and South Essex Integrated Care System footprint, the Essex portion of the Hertfordshire and West Essex or Suffolk and North East Essex Integrated Care System footprints. Businesses can apply for the initiative providing you meet the criteria set out below:

1. Currently, or were before 1st April 2022, using paper to record care activities;
2. A commitment to share the learning with other care providers;
3. Have an active or are working towards an NHSmail @nhs.net or @gov.uk account or an accredited email conforming to DCB 1596 before final payment;
4. Department of Health and Social Care Data Security and Protection Toolkit (DSPT) ‘standards met’ or ‘approaching standards’ published for your organisation. ‘Standards met’ to be achieved before final payment
5. Published or working towards Department of Health and Social Care Data Security and Protection Toolkit (DSPT) at ‘standards met’ for your organisation before final payment
6. A commitment to implementing a digital social care record and embedding it as part of your service
7. Wi-Fi connectivity in all rooms, if the funding is for a fixed location such as a care home;
8. Have not applied for grant funding for DSCR via another route

3. Would ECC pay costs towards a supplier that isn’t on the assured list?

ECC will not pay any costs related to the implementation of a DSCR supplier that isn’t an NHS assured supplier.

4. Can ECC negotiate a bulk discount with DSCR suppliers

If a high number of providers wish to purchase a system with a single software supplier, we would be happy to act on behalf of a group of providers and attempt to negotiate a bulk discount on your behalf. If you are interested in being included in a bulk purchase discussion, please email [dscr@essex.gov.uk](mailto:dscr@essex.gov.uk). no later than Monday 9th January 2023. We will look to complete software negotiations by 9th February. Should we manage to secure any bulk discounts, this will be communicated with all providers who have expressed an interest in a bulk discount..

5. When will ECC respond to the application?

ECC will respond to applications within 30 days of receipt of a fully completed application advising whether the application has been successful or whether further information is required. Successful applications will be returned with this agreement signed on behalf of Essex County Council.

6. I’m a national provider, can I apply under the National Care Providers Scheme, being operated by NHS England and via local money via Essex County Council

Care providers can only apply for grant funding using one of the schemes available to them. If providers apply for both funding streams, the council will reject the application and / or seek to clawback money from the care provider. Additionally, this may be viewed a fraudulent activity and further action may be taken as such.

7. Is there a limit to how much funding is available?

The council has a finite amount of funding available for this scheme. Should successful applications exceed the level of funding available, grant funding will be awarded on a first come, first served basis based on funding available for each Integrated Care System (Mid and South Essex, North Suffolk and East Essex and Herts and West Essex Integrated Care System) and based on the submission date of a successfully completed application.

8. When will the money be paid?

80% of the grant funding awarded will be paid within 45 days of confirmation of a successfully completed application and return of the signed grant agreement. The remaining 20% of grant funding awarded will be paid within 45 days of submission of a completed benefits questionnaire, confirmation of ‘standards met’ for Data Security and Protection Toolkit (DSPT) and confirmation of an NHSmail @nhs.net or @gov.uk account or an accredited email conforming to DCB 1596. Any money paid will be subject to ECC receiving funding from NHSx.

9. Where can I find more information?

Around 45% of adult social care providers have already implemented a digital social care record system. The [Digital Social Care](https://www.digitalsocialcare.co.uk/social-care-technology/digital-social-care-records-dynamic-purchasing-system/accredited-supplier-list/) website hosts a range of guides and resources including links to the Assured Suppliers you can choose from, and a guide to purchasing from the framework. But don’t worry, we can also provide you with guidance and tools along the way to help you select the right supplier to meet your service needs.

If you have any questions regarding the application process, please contact dscr@essex.gov.uk

10. How to complete this form

1. Each adult social care provider (per CQC location ID) to submit one application form only.
2. The application form must be endorsed by the Senior/Registered Manager and/or person accountable for the business.
3. Complete all sections of the application form as **incomplete forms will not be accepted.**
4. All completed applications must be submitted to [dscr@essex.gov.uk](mailto:dscr@essex.gov.uk)**.**

11. What happens next?

1. Essex County Council will consider your application form and advise if it has been successful within 30 days or advise whether additional information is required
2. If successful, the draft grant agreement outlined below will be populated and returned to the recipient email address for signature.
3. Upon receipt of a signed agreement Essex County Council will arrange for the initial 80% payment to be made to the agreed bank account.
4. As per above, the remaining 20% will be transferred on the date agreed with Essex County Council upon submission of a completed benefits questionnaire, confirmation of ‘standards met’ for Data Security and Protection Toolkit (DSPT) and confirmation of an NHSmail @nhs.net or @gov.uk account or an accredited email conforming to DCB 1596.
5. The award of any grant funding is subject to Essex County Council receiving funding from NHSTD.

Application form

1. Provider details

|  |
| --- |
| 1.1 **Care Provider name and registered address** |
|  |
| 1.2 **Care Provider CQC Location ID** |
|  |

|  |  |
| --- | --- |
| 1.3 **Name of person completing this application** | |
| Name |  |
| Role |  |
| Email |  |
| Phone number |  |

|  |  |
| --- | --- |
| 1.4 **Name of business manager / owner supporting this application** | |
| Name |  |
| Role |  |
| Email |  |
| Phone number |  |

|  |  |
| --- | --- |
| **1.5 Tell us about your organisation** | |
| What type of care setting do you provide services in:   * Domiciliary Care * Extra Care Services * Supported Living * Shared Lives * Care Home without Nursing * Care Home with Nursing * Other (please define) | please provide details |
| How many beds do you have **or** how many individuals do you provide care for? |  |
| What type of care/nursing do you specialise in, for example older aged adults, adults with learning difficulties? |  |

|  |  |
| --- | --- |
| 2.1. **Name of DSCR System you plan to adopt.**  *Note: Care Providers who have purchased a new assured system licence on or after 1st April 2022 may apply (evidence will be required).* | |
| Name |  |
| Planned / actual date of installation |  |

1. Resources

|  |  |
| --- | --- |
| *Note: if you answer any of the below questions with ‘No’, your application for grant funding will be rejected.* | Please state Yes, No or Not Applicable below |
| 2.2 Will you commit to funding 50% of the year 1 implementation costs? |  |
| 2.3 Will you commit to the ongoing licence fees for a DSCR? |  |
| 2.4 Will you commit to providing evidence of implementation and complete a benefits questionnaire up to 12 months after award? |  |
| 2.5 Will you commit to openly sharing your experiences and learnings both during and after the project? |  |
| 2.6 If the funding is for a fixed location such as a care home, do you commit to ensuring Wi-Fi connectivity in all rooms? (please put not applicable in your answer if this does not apply to your organisation) |  |
| 2.7 Do you commit to have an active NHSmail @nhs.net or @gov.uk account or an accredited email conforming to DCB 1596 before final payment? |  |

3. Implementation Costs

|  |  |  |  |
| --- | --- | --- | --- |
| **3.1 Below, please detail the breakdown of your costs for implementation of the DSCR.** | | **Please detail below what evidence of expenditure you have provided with this submission** | **Guidance as to what would type of evidence would be deemed to be acceptable** |
| Yearly license cost | £ |  | Evidence of commitment, such as a signed contract or paid invoice |
| Monthly subscription costs | £ |  | As above |
| Training costs | £ |  | Invoice or staffing details |
| Other Staffing Costs | £ |  | Schedule of staff, roles for the implementation, hours and rates paid. |
| Equipment costs | £ |  | Invoices or subscription agreement |
| Other costs (please explain) | £ |  |  |
| Total Sum of Year 1 Implementation Costs | £ | N/A |  |
| Grant Funding Amount Requested (Up to 50% of Total Sum of Year 1 Implementation Costs or £10,000, whichever is the smaller figure) | £ |  | If accepted, this amount will be added to schedule 1 of the agreement – payment profile, split 80% upfront and 20% on completion of a benefits questionnaire and confirmation of ‘standards met’ for DSPT and confirmation of an accredited email conforming to DCB 1596 |

*Note: Any expenditure considered unreasonable or without valid evidence, may be rejected or investigated further.*

4. Data Security and Protection

|  |  |
| --- | --- |
| **Tell us about the steps you are taking to ensure data is secure.**  *Data security and data protection is essential to protecting Health and Social Care organisations, personnel, patients and other stakeholders; particularly as the drive to making Health and Social Care services more ‘digital’ continues.*  *Note: Your organisation must have published (via self-certification) on the DSPT website that it has attained either:*   1. *‘standards met’, or* 2. *‘approaching standards’ with a commitment to attaining ‘standards met’ for the final 20% payment*   *If your organisation is unable to confirm either of the above, then unfortunately your application for grant funding will be rejected.*  *You can check whether your organisation has published that it has ‘met’ or is ‘approaching’ standards via the following link:* [*https://www.dsptoolkit.nhs.uk/OrganisationSearch*](https://www.dsptoolkit.nhs.uk/OrganisationSearch)  *There is also this page which shows chains / parents and has the ODS codes which are relevant to DSPT registration and publishing:*  [*https://odsportal.digital.nhs.uk/Organisation/Search*](https://odsportal.digital.nhs.uk/Organisation/Search)  *East of England Region have a dedicated team to support any care provider wishing to achieve Data Security and Protection standards. For help and support, we have a mailbox* [*DataProtection@hcpa.co.uk*](mailto:DataProtection@hcpa.co.uk) *and a helpline 01707 708 018, plus web resources and links to self-certification and publication of DSPT via:* [*www.hcpa.info/data-protection*](http://www.hcpa.info/data-protection) | |
|  | Please state Yes, No or Not Applicable |
| 4.1 Has your organisation published that it has **‘met standards’** for the Data Security and Protection (DSP) Toolkit standards mandated by the Department of Health and Social Care (DHSC). |  |
| 4.2 If you have answered ‘no’ above, has your organisation published that it is **‘approaching standards’** for the Data Security and Protection (DSP) Toolkit standards mandated by the Department of Health and Social Care (DHSC). |  |
| 4.3 Would you consider your broadband or internet service to be a barrier to adopting a DSCR? |  |

5. Baselining Questions

*Please note: This response will not be evaluated,but will be used to understand anticipated benefits so is a requirement for this application. Should your application be successful, similar questions will be asked post implementation to understand whether anticipated benefits were delivered.*

|  |  |  |  |
| --- | --- | --- | --- |
| 5.1 Do you expect your DSCR system will allow carers to spend less time on paperwork? |  | | Please Tick |
| Strongly Agree | |  |
| Agree | |  |
| Neither Agree or Disagree | |  |
| Disagree | |  |
| Strongly Disagree | |  |
| Do you have additional comments to explain your answer? | | | |
| 5.2 Do you expect your DSCR system will make creating care plans easier? |  | Please Tick | |
| Strongly Agree |  | |
| Agree |  | |
| Neither Agree or Disagree |  | |
| Disagree |  | |
| Strongly Disagree |  | |
| Do you have additional comments to explain your answer? | | | |
| 5.3 Do you expect your DSCR system will reduce your total running costs? |  | | Please Tick |
| Strongly Agree | |  |
| Agree | |  |
| Neither Agree or Disagree | |  |
| Disagree | |  |
| Strongly Disagree | |  |
| Do you have additional comments to explain your answer? | | | |
| 5.4 Do you expect the DSCR system will enable carers to spend more time delivering care? |  | Please Tick | |
| Strongly Agree |  | |
| Agree |  | |
| Neither Agree or Disagree |  | |
| Disagree |  | |
| Strongly Disagree |  | |
| Do you have additional comments to explain your answer? | | | |
| 5.5 Do you expect your DSCR system will lead to an increase in quality in adults care? |  | | Please Tick |
| Strongly Agree | |  |
| Agree | |  |
| Neither Agree or Disagree | |  |
| Disagree | |  |
| Strongly Disagree | |  |
| Do you have additional comments to explain your answer? | | | |
| 5.6 Do you expect the DSCR system will allow your business to respond to adults’ changing needs more efficiently? |  | Please Tick | |
| Strongly Agree |  | |
| Agree |  | |
| Neither Agree or Disagree |  | |
| Disagree |  | |
| Strongly Disagree |  | |
| Do you have additional comments to explain your answer? | | | |
| 5.7 Do you expect the DSCR system will lead to an increase in staff retention? |  | | Please Tick |
| Strongly Agree | |  |
| Agree | |  |
| Neither Agree or Disagree | |  |
| Disagree | |  |
| Strongly Disagree | |  |
| Do you have additional comments to explain your answer? | | | |
| 5.8 Do you expect the DSCR system will make your audits and/or KPI reporting easier for you? |  | Please Tick | |
| Strongly Agree |  | |
| Agree |  | |
| Neither Agree or Disagree |  | |
| Disagree |  | |
| Strongly Disagree |  | |
| Do you have additional comments to explain your answer? | | | |
| 5.9 Do you expect the DSCR system will lead to you holding more accurate data? |  | | Please Tick |
| Strongly Agree | |  |
| Agree | |  |
| Neither Agree or Disagree | |  |
| Disagree | |  |
| Strongly Disagree | |  |
| Do you have additional comments to explain your answer? | | | |
| 5.10 Do you expect the DSCR system will lead to increased involvement for care recipients in their care? |  | Please Tick | |
| Strongly Agree |  | |
| Agree |  | |
| Neither Agree or Disagree |  | |
| Disagree |  | |
| Strongly Disagree |  | |
| Do you have additional comments to explain your answer? | | | |
| 5.11 Do you expect the DSCR system will lead to increased involvement for care recipients’ families in their care? |  | | Please Tick |
| Strongly Agree | |  |
| Agree | |  |
| Neither Agree or Disagree | |  |
| Disagree | |  |
| Strongly Disagree | |  |
| Do you have additional comments to explain your answer? | | | |
| 5.12 What do you think will be the main benefit of adopting a DSCR? |  | Please Tick | |
| Better care |  | |
| Better record keeping |  | |
| Reduced time spent on admin |  | |
| Cost savings |  | |
| No Real Benefit |  | |
| Other (please explain) |  | |
| Do you have additional comments to explain your answer? | | | |
| 5.13 What do you think will be the most significant challenge in adopting a DSCR? |  | | Please Tick |
| The time needed to train staff to use the system | |  |
| The time it takes to use the system on a day to day basis | |  |
| The expected costs in adopting a DSCR | |  |
| Unexpected costs in adopting a DSCR | |  |
| Other (please explain) | |  |
| Do you have additional comments to explain your answer? | | | |

7. Agreement by Essex County Council

|  |  |
| --- | --- |
| **Senior Responsible Officer Sign Off**  The SRO detailed below confirms that they have read and endorsed this application. | |
| Name of Senior/Registered Manager or Owner |  |
| Position |  |
| Signature |  |
| Date |  |

1. Bank Details

|  |  |
| --- | --- |
| Please provide the bank details to which payment should be made, should your application be successful. | |
| Company Name: |  |
| Bank Name and Address: |  |
| Bank Account Number: |  |
| Sort Code: |  |

**We will accept applications until our funding is fulling allocated. Funding will be awarded on a first come, first served basis. There is currently no formal deadline for applications.**

Please submit your completed application form to [dscr@essex.gov.uk](mailto:dscr@essex.gov.uk).

*Note: the following pages include the draft grant agreement which will be populated and returned should the grant application be successful. It is important that the business owner or individual with appropriate authority to enter into this agreement reads and understands the agreement.*

Dated 2022

Grant Agreement

Between

Essex County Council

and

[ Care Provider Name To be Inserted Here]

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THIS DEED is dated (to be added upon successful application)

Parties

1. **ESSEX COUNTY COUNCIL** of County Hall, Market Road, Chelmsford, Essex CM1 1QH (Funder).
2. Opportunities Included (INSERT CARE PROVIDER) (Recipient).

hereinafter referred to jointly as “the Parties” or singly as “a Party”

Background

1. The Funder has agreed to pay the Grant to the Recipient to assist it in carrying out the Project.
2. This Agreement sets out the terms and conditions on which the Grant is made by the Funder to the Recipient.
3. These terms and conditions are intended to ensure that the Grant is used for the purpose for which it is awarded.
4. The Funder does not require the delivery of services from the Recipient, and the Recipient is not obliged to provide services under this Agreement, but the Funder 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.
5. The Funder will pay the Grant to the Recipient pursuant to its statutory powers under s111 of the Local Government Act 1972 and s1 of the Localism Act 2011.

Agreed terms

# Definitions

In this Agreement the following terms shall have the following meanings:

**Agreement**: means this agreement including all schedules, annexes and all documents referred to within;

**Application**: the Recipient’s application to the Funder to apply for grant funding in relation to the Project, including without limitation any materials referred to or included in its application and any representations made by the Recipient in connection with the application and as included 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.

Commencement Date**:**[[1]](#footnote-2) [To be completed once application is successful]

Clawback Period**[[2]](#footnote-3)**:

Clawback Event**[[3]](#footnote-4)**: means a failure by the Recipient to perform its obligations at Clauses 3.1 (b) and (c) of this Agreement

**Completion Date[[4]](#footnote-5)**: means the in which the project is completed, namely [to be completed once application is successful]

**Data Protection Legislation:** all applicable data protection legislation and privacy legislation in force from time to time in the UK including the GDPR; the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426); any other directly applicable regulation relating to privacy; and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data and the privacy of electronic communications.

Estimated Project Costs: Up to £10,000

**Expiry Date:** means the date that the Grant Period expires.

**GDPR:** the General Data Protection Regulation (2016), Regulation (EU) 2016/679, as implemented into UK law by section 3 of the European Union (Withdrawal) Act 2018 and any United Kingdom Act or European Union Regulation recognised in UK law substantially replacing the same.

Governing Body**:** the governing body of the Recipient including its directors or trustees.

Grant**:** the sum of up to [ to be completed once application is successful]to be paid to the Recipient in accordance with this Agreement.

Grant Period**:** the period for which the Grant is awarded starting on the Commencement Date and ending 12 months thereafter[[5]](#footnote-6).

Intellectual Property Rights**:** all patents, copyrights and design rights (whether registered or not) and all applications for any of the foregoing and all rights of confidence and Know-How however arising for their full term and any renewals and extensions.

Know-How**:** information, data, know-how or experience whether patentable or not and including but not limited to any technical and commercial information relating to research, design, development, manufacture, use or sale.

Prohibited Act**:** means:

### offering, giving or agreeing to give to any servant of the Funder 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 the obtaining or performance of this Agreement or any other contract with the Funder; or

#### showing or not showing favour or disfavour to any person in relation to this Agreement or any other contract with the Funder;

### entering into this Agreement or any other contract with the Funder where a commission has been paid or has been agreed to be paid by the Recipient or on its behalf, or to its knowledge, unless before the relevant contract is entered into particulars of any such commission and of the terms and conditions of any such contract for the payment thereof have been disclosed in writing to the Funder;

### committing any offence:

#### under the Bribery Act;

#### under legislation creating offences in respect of fraudulent acts; or

#### at common law in respect of fraudulent acts in relation to this Agreement or any other contract with the Funder; or

### defrauding or attempting to defraud or conspiring to defraud the Funder.

Project**:** the project described in Schedule 1.

Project Manager**:** the individual who has been nominated to represent the Funder for the purposes of this Agreement. The identity of the Project Manager shall be communicated to the Parties within 14 days of the execution of this Agreement.

Subsidy: takes the meaning given in the Subsidy Control Rules, generally any support measure that:

1. constitutes a financial (or in kind) contribution provided by a public authority; and
2. confers a benefit on the recipient in the sense of an economic advantage that in not available on market terms; and
3. affects international trade

**Subsidy Control Rules:** means the law in force from time to time in the UK including the law embodied in the European Union (Future Relationship) Act 2020, the Trade Agreements and any other UK or international law relating to subsidy control in the UK and all other legislation and regulatory requirements in force from time to time which apply to measure granted by a public body to an economic actor, as may be updated from time to time.

**Trade Agreement(s):** means the UK-EU Trade and Cooperation Agreement, the World Trade Organisation Agreement on Subsidies and Countervailing Measures, the Agreement on Trade-Related Investment Measures, the General Agreement on Trade in Services, and such other free trade agreements entered into by the UK with any other country.

# Purpose and scope of the Grant

## The Recipient shall use the Grant only for the delivery of the Project and in accordance with the terms and conditions set out in this Agreement. The Recipient shall not use the Grant for any other purpose without the Funder’s prior written agreement.

## 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 the Funder accordingly. Unless the Funder (in its absolute discretion) notifies the Recipient that the Recipient may retain the unspent amount of the Grant (on such terms and conditions as the Funder may impose), the Recipient must return any unspent amount of the Grant to the Funder.

## Where the Recipient intends to apply to a third party for other funding for the Project within the Grant Period, it will notify the Funder in advance of its intention to do so and, where such funding is obtained, it will provide the Funder with details of the amount and purpose of that funding. The Recipient agrees and accepts that it shall not apply for duplicate funding in respect of any part of the Project or any related administration costs that the Funder is funding in full under this Agreement. If the Recipient does apply for duplicate funding, this shall constitute a Clawback Event and further action may be taken.

## **3. Payment of Grant**

## 3.1 Subject to clause 12, the Funder shall pay the Grant to the Recipient upon presentation of properly receipted invoices in accordance with Schedule 2.

## 3.2 The Recipient acknowledges that its receipt of the Grant is conditional on its compliance with the terms and conditions of this Agreement, including the continued compliance with the eligibility criteria set out in the Application and this Agreement.

## 3.3 The amount of the Grant shall not be increased in the event of any overspend by the Recipient in its delivery of the Project.

## 3.4 The Funder shall be under no obligation to fund any subsequent activities or projects related to the Project that the Recipient may wish to carry out.

## 3.5 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 Funder’s prior written consent.

## 3.6 The Recipient shall promptly repay to the Funder 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 or to any milestone have been complied with by the Recipient.

## 3.7 In the event that at any time, and from whatever source, the Recipient obtains a refund, repayment, or other return of monies to it of any Grant spent (whether at the time the Grant was spent by the Recipient it was spent in accordance with this Agreement or otherwise), the Recipient shall forthwith pay an equivalent amount equivalent to the Funder.

## 4. **Use of Grant**

## 4.1 The Grant shall be used by the Recipient for for the delivery of the Project in accordance with the agreed Grant funding.

## 4.2 The Recipient warrants to the Funder 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 the Funder 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.

## 4.3 Where, before or during the Grant Period, the Recipient receives any funding from any other source or person towards the Project that as not already committed to the Recipient and disclosed in the Application, the Funder may, where that funding duplicates funding contained in the Grant, require repayment part of the Grant (up to the amount of duplicate funding received).

## 4.4 The Recipient shall not use the Grant to:

### make any payment to members of its Governing Body;

### purchase buildings or land;

### unless the Funder approved this in writing.

## 4.5 The Recipient shall not spend any part of the Grant on the delivery of the Project after the Grant Period without the prior written approval of the Funder.

## 4.6 Should any part of the Grant remain unspent at the end of the Grant Period, the Recipient shall ensure that any unspent monies are returned to the Funder or, if agreed in writing by the Funder, may be applied to the Project.

## 4.7 Any liabilities arising at the end of the Project including any redundancy liabilities for staff employed by the Recipient to deliver the Project shall be managed and paid for by the Recipient using resources of the Recipient, unless this is specifically covered within the Grant application and listed as one of the aspects that the Grant will be used for. There will be no additional funding available from the Funder for this purpose.

## 4.8 Not Used

# 5. Accounts and records

## 5.1 The Grant shall be shown in the Recipient's accounts as a restricted fund and shall not be included under general funds.

## 5.2 The Recipient shall keep separate, accurate and up-to-date accounts and records of the receipt and expenditure of the Grant monies received by it.

## 5.3 The Recipient shall keep all invoices, receipts, and accounts and any other relevant documents relating to the expenditure of the Grant for a period of at least six years following receipt of any Grant monies to which they relate. The Funder shall have the right to review, at the Funder's reasonable request, the Recipient's accounts and records that relate to the expenditure of the Grant and shall have the right to take copies of such accounts and records.

## 5.4 Not used

## 5.5 The Recipient shall comply and facilitate the Funder's compliance with all statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns applicable to itself and the Funder and shall not be entitled to any payment from the Funder for such compliance and facilitation.

# 6. Monitoring and reporting

## 6.1 The Recipient shall closely monitor the delivery and success of the Project throughout the Grant Period to ensure that the aims and objectives of the Project are being met and that this Agreement is being adhered to.

## 6.2 The Recipient shall provide the Funder with a benefits report on its use of the Grant and delivery of the Project within 12 months of the commencement date of this agreement.

## 6.3 not used

## 6.4 not used

## 6.5 The Recipient shall on request provide the Funder with such further information, explanations and documents as the Funder may reasonably require in order for it to establish that the Grant has been used properly in accordance with this Agreement.

## 6.6 The Recipient shall permit any person authorised by the Funder for the purpose to visit the Recipient once to monitor the delivery of the Project. Where, in its reasonable opinion, the Funder considers that additional visits are necessary to monitor the Project, it shall be entitled to authorise any person to make such visits on its behalf.]

## 6.7 The Recipient shall provide the Funder with a final report on completion of the Grant Period which shall confirm whether the Project has been successfully and properly completed. At the same time as the Recipient provides the Funder with its final report, it shall propose in writing a Completion Date for the purposes of calculating any repayments that may become due in the event a Clawback Event occurs (Completion Date Notice).]

# 7. Acknowledgment and publicity

## 7.1 The Recipient shall acknowledge the Grant in its annual report and accounts, including acknowledging the Funder as the source of the Grant.

## 7.2 The Recipient shall acknowledge the support of the Funder 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 the Funder) shall include the Funder's name and logo (or any future name or logo adopted by the Funder) using the templates provided by the Funder from time to time.

## 7.3 In using the Funder's name and logo, the Recipient shall comply with all reasonable branding guidelines issued by the Funder from time to time.

## 7.4 not used

## 7.5 The Funder may acknowledge the Recipient's involvement in the Project without prior notice.

## 7.6 Either Party shall comply with all reasonable requests from the other Party to facilitate visits, provide reports, statistics, photographs and case studies that will assist in promotional and fundraising activities relating to the Project.

# 8. Intellectual Property Rights

## 8.1 The Funder and the Recipient agree that all rights, title and interest in or to any information, data, reports, documents, procedures, forecasts, technology, Know-How and any other Intellectual Property Rights whatsoever owned by either the Funder or the Recipient before the Commencement Date or developed by either party during the Grant Period, shall remain the property of that party.

# 9. Confidentiality

## 9.1 Subject to clause 10 (Freedom of Information), each party shall during the term of this Agreement and thereafter keep secret and confidential all Intellectual Property Rights or Know-How or other business, technical or commercial information disclosed to it as a result of the Agreement and shall not disclose the same to any person save to the extent necessary to perform its obligations in accordance with the terms of this Agreement or save as expressly authorised in writing by the other party.

## 9.2 The obligation of confidentiality contained in this clause shall not apply or shall cease to apply to any Intellectual Property Rights, Know-How or other business, technical or commercial information which:

### (a) at the time of its disclosure by the disclosing party is already in the public domain or which subsequently enters the public domain other than by breach of the terms of this Agreement by the receiving party;

### (b) is already known to the receiving party as evidenced by written records at the time of its disclosure by the disclosing party and was not otherwise acquired by the receiving party from the disclosing party under any obligations of confidence; or

### is at any time after the date of this Agreement acquired by the receiving party from a third party having the right to disclose the same to the receiving party without breach of the obligations owed by that party to the disclosing party.

# 10. Freedom of information[[6]](#footnote-7)

## 10.1 Not Used

10.2 The Recipient acknowledges that the Funder is subject to the requirements of the Freedom of Information Act 2000 (**FOIA**) and the Environmental Information Regulations 2004 (**EIRs**).[[7]](#footnote-8)

10.3  The Recipient shall:

(a)   provide all necessary assistance and cooperation as reasonably requested by the Funder to enable the Funder to comply with its obligations under the FOIA and EIRs;

(b)   transfer to the Funder 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;

(c)   provide the Funder with a copy of all information belonging to the Funder requested in the request for information which is in its possession or control in the form that the Funder requires within 5 working days (or such other period as the Funder may reasonably specify) of the Funder’s request for such information; and

(d)   not respond directly to a request for information unless authorised in writing to do so by the Funder.

10.4  The Recipient acknowledges that the Funder may be required under the FOIA and EIRs to disclose information without consulting or obtaining consent from the Recipient. The Funder shall take reasonable steps to notify the Recipient of a request for information (in accordance with the Secretary of State’s section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this agreement) the Funder shall be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the FOIA and/or the EIRs.

# 11. Data protection

11.1 The Recipient shall (and shall procure that any of its staff involved in connection with the activities under the Agreement shall) comply with any notification requirements under the Data Protection Legislation. Both Parties will duly observe all their obligations under the Data Protection Legislation which arise in connection with the Agreement.

# 12. Withholding, suspending and repayment of Grant

## 12.1 The Funder's intention is that the Grant will be paid to the Recipient in full. 80% of the grant will be paid within 45 days from acknowledgement of successful However, without prejudice to the Funder's other rights and remedies, the Funder may at its discretion withhold or suspend payment of the Grant and/or require repayment of all or part of the Grant if:

### (a) the Recipient uses the Grant for purposes other than those for which they have been awarded;

### the delivery of the Project does not start within 4 months of the Commencement Date and the Recipient has failed to provide the Funder with a reasonable explanation for the delay;

### the Funder acting reasonably considers that the Recipient has not made satisfactory progress with the delivery of the Project;

### the Recipient is, in the reasonable opinion of the Funder, delivering the Project in a negligent manner;

### the Recipient obtains duplicate funding from a third party for the Project within the Grant Period;

### the Recipient provides the Funder with or has provided in the Application to the Funder materially misleading or inaccurate information;

### the Recipient commits or committed a Prohibited Act;

### the Recipient has (a) acted dishonestly or negligently at any time and directly or indirectly to the detriment of the Project or (b) taken any actions which, in the reasonable opinion of the Funder, bring or are likely to bring the Funder's name or reputation into disrepute;

### the Recipient ceases to operate for any reason, or it passes a resolution (or any court of competent jurisdiction makes an order) that it be wound up or dissolved (other than for the purpose of a bona fide and solvent reconstruction or amalgamation);

### the Recipient becomes insolvent, or it is declared bankrupt, or it is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors, or it is unable to pay its debts as they fall due; or

### the Recipient fails to comply with any of the terms and conditions set out in this Agreement and fails to rectify any such failure within 30 days of receiving written notice detailing the failure.

### if a Clawback Event occurs (when calculation of the repayment required shall be calculated as specified in Schedule 3 - Clawback Schedule)

## 12.2 The decision as to whether a Clawback Event has occurred shall be at the Funder’s sole discretion and the Recipient shall repay any monies so demanded within 30 days.

## 12.3 Wherever under the Agreement any sum of money is recoverable from or payable by the Recipient (including any sum that the Recipient is liable to pay to the Funder in respect of any breach of the Agreement), the Funder may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Recipient under the Agreement or under any other agreement or contract with the Funder.

## 12.4 The Recipient shall make any payments due to the Funder without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.

# 13. NOT USED

# 14. NOT USED

# 15. NOT USED

# 16. Limitation of liability

## 16.1 The Funder accepts no liability for any consequences, whether direct or indirect, that may arise from the Recipient running the Project, the use of the Grant or from withdrawal of the Grant. The Recipient shall indemnify and hold harmless the Funder, its employees, agents, officers or sub-contractors with respect to 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 obligations of the Recipient under this Agreement or its obligations to third parties.

## 16.2 Subject to clause 16.1, the Funder's liability under this Agreement is limited to the payment of the Grant.

# 17. Warranties and obligations

17.1 The Recipient warrants, that:

### 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 due receipt of the Grant);

### 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 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;

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

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

### 17.2.1 Good Health and/or Social Care Practice, if applicable;

### 17.2.2 Health and Safety Requirements;

### 17.2.3 any applicable guidance and regulatory requirements;

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

### **18. Insurance**

## 18.1 The Recipient shall effect and maintain with a reputable insurance company adequate policies in respect of all risks which may be incurred by the Recipient, arising out of the Recipient's performance of the Agreement, including death or personal injury, loss of or damage to property or any other loss (the Required Insurances).

## 18.2 The Required Insurances referred to above include (but are not limited to):

### (i) public liability insurance with a limit of indemnity of not less than five million pounds (£5,000,000 in relation to any one claim or series of claims arising from the Service; and

### (ii) employer's liability insurance with a limit of indemnity of not less than five million pounds (£5,000,000) or such higher sum as may be required by law) in relation to any one claim or series of claims arising from the Service.

### (iii) professional indemnity insurance to provide an indemnity of not less than five million pounds (£5,000,000) in respect of any one claim or series of claims arising out of one incident.

18.3 The Recipient shall (on request) supply to the Funder a copy of such insurance policies and evidence that the relevant premiums have been paid.

# 19. Duration

## 19.1 Except where otherwise specified, the terms of this Agreement shall apply from the date of this Agreement until the first anniversary of expiry of the Grant Period or for so long as any Grant monies remain unspent by the Recipient, whichever is longer.

## 19.2 Any obligations under this Agreement that remain unfulfilled following the expiry or termination of the Agreement shall survive such expiry or termination and continue in full force and effect until they have been fulfilled.

## **20. TERMINATION**

## 20.1 The Funder may terminate this Agreement and any Grant payments on giving the Recipient three months’ written notice should it be required to do so by financial restraints or for any other reason.

## 20.2 Where the Funder terminates under clause 20.1, it may not:

## 20.2.1 recover any Grant monies already paid to the Recipient, EXCEPT THAT, if the Grant monies was paid in full on the Commencement Date, the Funder shall be entitled to recover any unspent Grant monies as at the date of the termination notice; or

## 20.2.2 withhold any Grant monies otherwise due to be paid to the Recipient before the end of the notice period, but the Funder will have no liability to pay the Recipient any further sums in relation to the Grant from the date of termination.

## 20.3 If the Recipient commits a Prohibited Act or has failed to comply with specific terms of this Agreement, the Funder shall have the right to terminate this Agreement without prior notice.

# 21. Assignment

21.1 The Recipient may not, without the prior written consent of the Funder, 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.

# 22. Waiver

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

# 23. Notices

23.1 All notices and other communications in relation to this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered, [e-mailed,] or mailed (first class postage prepaid) to the address of the relevant party, as referred to above or otherwise notified in writing. If personally delivered [or if e-mailed] all such communications shall be deemed to have been given when received (except that if received on a non-working day or after 5.00 pm on any working day they shall be deemed received on the next working day) and if mailed all such communications shall be deemed to have been given and received on the second working day following such mailing.

# 24. Dispute resolution

## 24.1 In the event of any complaint or dispute arising between the parties to this Agreement in relation to this Agreement the matter should first be referred for resolution to the Project Manager or any other individual nominated by the Funder from time to time.

## 24.2 Should the complaint or dispute remain unresolved within 14 days of the matter first being referred to the Project Manager or other nominated individual, as the case may be, either party may refer the matter to the Chief Executive of the Funder 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 the Funder and the Recipient.

## 24.3 In the absence of agreement under clause 24.2, 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.

# 25. No partnership or agency

25.1 This Agreement shall not create any partnership or joint venture between the Funder and the Recipient, nor any relationship of principal and agent, nor authorise any party to make or enter into any commitments for or on behalf of the other party.

# 26. Contracts (Rights of Third Parties) Act 1999

26.1 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.

# 27. Governing law

27.1 This Agreement shall be governed by and construed in accordance with the law of England and the parties irrevocably submit to the exclusive jurisdiction of the English courts.

# 28. SURVIVAL

28.1 The Clawback provisions in this Agreement shall survive the termination of this Agreement and the expiry of the Grant Period.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

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**Execution by the Contractor**

Signed as a deed by

acting by

Director

Director/Secretary

Witness

Signature:

Name:

Address:

Occupation:

#### Execution by the Authority

**EXECUTED** as a **SIMPLE CONTRACT** by signature on behalf of **ESSEX COUNTY COUNCIL** by:

### Peter Fairley

### Director of Policy, Strategy and Integration, Essex County Council

Schedule 1 – The Completed Application Form, including Introduction and FAQs to Be Inserted Here

**Schedule 2**

Payment Schedule.

|  |  |
| --- | --- |
| **Amount of Grant Payable** | **Date of Payment** |
| 80% [insert amount] | 80% of the grant funding awarded will be paid within 45 days of confirmation of a successfully completed application and signed agreement. The application must include the submission of proof of purchase, such as invoice. |
| 20% [insert amount] | The remaining 20% of grant funding awarded will be paid within 45 days of submission of a completed benefits questionnaire and confirmation of ‘standards met’ for DSPT and confirmation of an accredited email conforming to DCB 1596, which can be submitted up to 12 months after contract commencement. |

1. Insert the date the Grant Agreement will commence [↑](#footnote-ref-2)
2. If there is no Clawback provision in the Agreement, this can be removed. [↑](#footnote-ref-3)
3. If there is no Clawback provision in the Agreement, this can be removed. [↑](#footnote-ref-4)
4. If there is no Clawback provision in the Agreement, this can be removed. [↑](#footnote-ref-5)
5. Insert the date by which the Grant must be spent [↑](#footnote-ref-6)
6. [↑](#footnote-ref-7)
7. [↑](#footnote-ref-8)