

## Better Security Better Care Programme

### Action Research Fund 2023/24

#### 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 31<sup>st</sup> March 2024 unless extended by the agreement in writing of the NCA and the Recipient.

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

**“GDPR”:** means the UK General Data Protection Regulation (UK GDPR), tailored by the Data Protection Act 2018

**“The Project”:** means the research project funded by the grant including activities, delivery, outputs and outcomes set out in the Recipient’s research proposal (attached at **Annex B**) and meeting the requirements set out in the Application Guide (**Annex C**);

**“The Recipient”:** means the organisation which is the recipient of the grant award;

**“The NCA”** means the National Care Association, a company limited by guarantee registered in England and Wales with company registration 2537672 and whose registered office is Suite 4 Beaufort House Beaufort Court, Sir Thomas Longley Road, Medway City Estate, Rochester, Kent, ME2 4FB;

The **“Programme Partners”** means Better Security, Better Care, NCA, NHS Transformation Directorate, NHS England and Improvement, the Local Government Association (LGA) and the Association of Directors of Adult Social Services(ADASS).

##### **Specific Conditions of Grant**

1. The parties acknowledge that this grant is made pursuant to the research project specified in **Annex B** for use in, or in connection with, conducting research into data and cyber security in adult social care.

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 grant will be paid by NCA to the Recipient in one instalment in arrears.
5. Instalments will be due for payment by 31<sup>st</sup> March 2024. They will be paid by NCA on receipt of a suitable invoice and the signed and completed Grant Agreement.
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 Recipient agrees and accepts that the payment of the grant may be reduced or terminated if NHS Transformation Directorate withdraws or terminates the funding it has offered to the NCA.
8. The amount of the grant shall not be increased in the event of any overspend by the Recipient in its delivery of the Project.
9. The Recipient shall promptly repay to NCA any money incorrectly paid to it either as a result of an administrative error or otherwise.
10. Should any part of the grant remain unspent at the end of the Project, the Recipient shall ensure that any unspent monies are returned to NCA.
11. 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 NCA.
- xi) bad debts to related parties.
- xii) damages or associated legal costs.

### **Procurement of Goods and Services**

12. The Recipient shall have regard to HM Treasury guidelines in the procurement of goods and services for which it receives the 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 NCA.
13. 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 NCA the reasons why this was not possible and the rationale for believing that the expenditure incurred represents value for money.

### **Branding**

14. The Recipient acknowledges that it (and its suppliers and contractors) will only have the right to use branding linked to this programme, for example the Better Security Better Care logo and branding, with NCA's prior consent.

### **Capital Assets**

15. 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, NCA 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**

16. As soon as possible after the end of the Project, and not later than 15th April 2024, the Recipient must complete and submit to BSBC, a Statement of Expenditure Annex A, giving details of eligible expenditure during the funding period, in support of the activities set out in Annex B.

## **Records to be kept**

17. 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 seven 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 NCA and/or the Programme Partners.

## **Further Information**

18. 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.
19. 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**

20. 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 NCA.
21. The Recipient shall take such steps as the NCA may require from time to time, to satisfy the NCA 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**

22. 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 Parties**

23. The Recipient will ensure that any third parties to which it transfers funding to assist the provision of the Project adhere to the terms of this agreement as if they were a party to it.

### **Other Conditions**

24. If the Recipient fails to comply with any of the conditions specified in this document, NCA may require the repayment of the whole or any part of the grant monies paid to the Recipient as may be determined by NCA and notified in writing to the Recipient. Such sums that have been notified shall immediately become repayable to NCA.
25. 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**, NCA may, after giving 30 days' notice, terminate the grant irrespective of 3<sup>rd</sup> Party contracts and so on.
26. 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**

27. 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.
28. If the Recipient has any grounds for suspecting financial irregularity in the use of any grant paid under this Grant Agreement, it must notify NCA immediately, explain what steps are being taken to investigate the suspicion and keep NCA 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.
29. 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 30 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, NCA 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.
30. The events referred to in clause 30 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 NCA 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 NCA;
  - 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 NCA 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 NCA 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.
31. Where NCA has required the Recipient to repay any amount, NCA may recover that amount by withholding, or deducting the amount from, any sum due to the Recipient from NCA under any offer of grant or any other grant determination.
32. 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, NCA 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.
33. The Recipient must act within 30 days (or earlier, depending on the severity of the problem) to address NCA's concern or rectify the breach, and may consult NCA or agree with it an action plan for resolving the problem. If NCA 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**

34. 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 12 of the Grant Funding Letter.

35. Any information sharing, case studies, best practice dissemination should be shared with NCA prior to publication. The NCA will need to verify any publications with the Programme Partners.

### **Warranties**

36. 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 NCA 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 NCA 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 NCA or any of the NCA's advisers, which might reasonably have influenced the decision of the NCA 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**

37. The Recipient may not, without the prior written consent of the NCA, 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 NCA 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**

38. The recipient acknowledges that while the NCA is not subject to the Freedom of Information Act it has committed to acting in the spirit of the legislation where it is advisable to do so. As such it is at the discretion of the NCA to determine what, if any, information relating to this grant can and should be disclosed in the event of a Freedom of Information request being received by any of the Programme Partners.
39. The Recipient shall:
  - i) provide all necessary assistance and cooperation as reasonably requested by the NCA to enable the Programme Partners to comply with requests for information;
  - ii) transfer to the NCA 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 NCA with a copy of all information belonging to the NCA requested in the request for information which is in its possession or control in the form that the NCA requires within 5 working days (or such other period as the NCA may reasonably specify) of the NCA request for such information; and
  - iv) not respond directly to a request for information unless authorised in writing to do so by the NCA.

Additionally, for the purposes of this grant the NCA 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.

### **Confidential information**

40. For the purpose of this Grant Agreement, Confidential Information shall mean any documents and information whether written, electronic or otherwise, which is non-public information concerning the NCA's or the Recipient's:
  - (i) finances, operational model, business plans and sales and marketing information, plans and strategies, business transactions, research activities and dealings and affairs;
  - (ii) members, supporters, customers, suppliers, licensors, licensees, agents, distributors, shareholders, management, contractors or other business contacts;
  - (iii) intellectual property.
41. Neither the NCA nor the Recipient shall use or disclose or allow the use or

disclosure of any such Confidential Information without the other party's prior written consent except:

- (i) as is necessary to properly undertake and monitor the Project, including the sharing of information about the Project and about the Recipient by the NCA with the Programme Partners on a similarly confidential basis;
- (ii) where required by law, court order or any governmental or regulatory body or in order to comply with recognised professional standards;
- (iii) to any professional advisors or representatives or to any previously agreed sub-contractors who need to know the information in order to discharge its obligations under this Grant Agreement and who agree only to use the information for that purpose and not to cause or allow disclosure of that information;
- (iv) where the information has become generally available to the public (other than as a result of disclosure in breach of the Grant Agreement by the other party);
- (v) where the information was available or known to it on a non-confidential basis before being disclosed under the Grant Agreement; or
- (vi) where the information was developed by or for it independently of the Agreement and is received by persons who are not the disclosing party.

### **Limit of liability**

- 42. NCA accepts no liability for any consequences, whether direct or indirect, that may come about from the Recipient running the Project, the use of the grant or the withdrawal of the Grant.
- 43. The Recipient shall indemnify and hold harmless NCA, 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 Grant Agreement or its obligations to third parties.
- 44. Subject to Clause 43, NCA's liability under this Grant Agreement is limited to the payment of the grant.

### **End of Conditions of Grant**

## Annex A

The Recipient must complete this form and return a scanned copy to: bettersecurity.bettercare@digitalsocialcare.co.uk <b>on completion of the project</b>	
<b>Research Title:</b>	
<b>Contact name:</b>	<b>Telephone number:</b>
This grant is to fund activities set out in the work schedule (Annex B to the Grant Agreement)	
1. Allocation for the period 1 <sup>st</sup> December 2023 to 31 March 2024	£
2. Actual expenditure for the period 1 <sup>st</sup> December 2023 to 31 March 2024	£
3. (Under)/Overspent for the period 1 <sup>st</sup> December 2023 to 31 March 2024	£
4. Amount to be returned to NCA	£
I certify that expenditure incurred above was in accordance with the terms and conditions of the Grant Agreement to deliver the research project on behalf of the Programme Partners specified in Annex B.	
Signed by a person authorised to sign for and on behalf of the Recipient. Date	
Signature	
Name (please print)	
Position in organisation	