



Department
for Work &
Pensions



Department
of Health &
Social Care

THE SECRETARY OF STATE FOR WORK AND PENSIONS

and

[REDACTED] INTEGRATED CARE BOARD

GRANT CONDITIONS FOR WORKWELL

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These Grant Conditions form part of the Grant Funding Agreement

Between:

- (1) The Secretary of State for Work and Pensions, whose principal address is at Caxton House, Tothill Street, London SW1H 9NA (the “**Authority**”)
- (2) [REDACTED] Integrated Care Board, whose principal address is at [REDACTED] (the “**Grant Recipient**”).

In relation to:

Project Name: WorkWell

1. Background

- 1.1 The Grant is made pursuant to section 2 of the Employment and Training Act 1973. If the payment of the Grant is subject to the satisfaction of conditions, those conditions precedent and the date for satisfaction are set out in the Grant Funding Agreement.
- 1.2 The Authority ran a competition for grant applications in respect of WorkWell (as defined in the Grant Guidance).
- 1.3 The Grant Recipient was successful under that competition and the Authority awarded it a Grant to deliver the Funded Activities.
- 1.4 The Authority will provide the Grant to the Grant Recipient as provided for in these Grant Conditions.
- 1.5 The Grant Recipient will use the Grant solely for the Funded Activities.

Conditions

The conditions of the WorkWell Grant Funding Agreement (The Conditions) are as follows:

2. Introduction

- 2.1 This sets out the conditions which apply to the Grant Recipient receiving the Grant from the Authority up to the Maximum Sum.
- 2.2 The Authority and the Grant Recipient have agreed that the Authority will provide the Grant up to the Maximum Sum as long as the Grant Recipient uses the Grant in accordance with the Grant Conditions.
- 2.3 The Authority makes the Grant to the Grant Recipient on the basis of the Grant Recipient's grant application a copy of which is attached at Annex 1 for the provision of a WorkWell Pilot.
- 2.4 The Parties confirm that it is their intention to be legally contractually bound by the Grant Funding Agreement.

3. Definitions and Interpretations

- 3.1 Where they appear in these Conditions, the definition of various terms are as follows:

Term	Definition
Annex	The annexes attached to these Conditions which form part of the Grant Conditions
Annual Grant Review	An annual review undertaken by the Authority. Details of this review are set out at paragraph 7 of the Grant Conditions.
Asset	Any assets that are to be purchased or developed using the Grant including equipment or any other assets which may be a Fixed Asset as appropriate in the relevant context, and Assets will be construed accordingly;
Authority Personal Data	Any Personal Data supplied for the purposes of, or in connection with, the Grant Funding Agreement by the Authority to the Grant Recipient;
Branding Manual	The HM Government of the United Kingdom of Great Britain and Northern Ireland Branding Manual Funded by UK Government first published by the Cabinet Office in November 2022, and is available here , including any subsequent updates from time to time;
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 this legislation;
Code of Conduct	The Code of Conduct for Recipients of Government General Grants published by the Cabinet Office in November 2018 which is available here , including any subsequent updates from time to time;
Commencement Date	The date on which the Grant Funding Agreement comes into effect (being the date that the Grant Funding agreement letter duly signed in accordance with its terms by the Grant Recipient is received back by the Authority). Such date will be confirmed by the Authority to the Grant Recipient.
Confidential Information	<p>Any information (however conveyed, recorded or preserved) disclosed by a Party or its personnel to another Party (and/or that Party's personnel) whether before or after the date of the Grant Funding Agreement, including but not limited to:</p> <p>A) any information that ought reasonably to be considered to be confidential (whether or not it is so marked) relating to:</p> <p>ii. the business, affairs, customers, clients, suppliers or plans of the disclosing Party; and</p> <p>iii. the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing Party;</p> <p>B) any information developed by the Parties in the course of delivering the Funded Activities;</p> <p>C) the Authority Personal Data; and</p> <p>D) any information derived from any of the above.</p> <p>Confidential Information shall not include information which:</p> <p>A) was public knowledge at the time of disclosure (otherwise than by breach of paragraph 12 of these Conditions;</p> <p>B) was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;</p> <p>C) is received from a Third Party (who lawfully acquired it) without restriction as to its disclosure; or</p> <p>D) is independently developed without access to the Confidential Information.</p>
Contracting Authority	Any contracting authority (other than the Authority) as defined in regulation 2 of the Public Contracts Regulations 2015 (as amended);

Controller and Processor	Take the meaning given in the UK GDPR;
Change of Control	The sale of all or substantially all the assets of a Party; any merger, consolidation or acquisition of a Party with, by or into another corporation, entity or person, or any change in the ownership of more than fifty percent (50%) of the voting capital stock of a Party in one or more related transaction;
Crown Body	The government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
DPA 2018	The Data Protection Act 2018;
Data Protection Legislation	<ul style="list-style-type: none"> i) the UK GDPR; ii) the DPA 2018 to the extent that it relates to the processing of Personal Data and privacy; iii) (to the extent that it applies) the EU GDPR; iv) all applicable Law relating to the processing of Personal Data and privacy;
Delivery Plan	The plan (further detailed at paragraph 5.23) which the Grant Recipient will provide to the Authority for approval before the date specified at paragraph 5.23. Examples of what the Delivery Plan must include are set out at paragraph 5.24.
Duplicate Funding	Funding provided by a Third Party to the Grant Recipient, which is for the same purpose for which the Grant was made, but has not been declared to the Authority;
EIR	The Environmental Information Regulations 2004;
Employment Regulations	The Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced.
EU GDPR	Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) as it has effect in EU law;
Event of Default	An event or circumstance set out in paragraph 26.2.
Financial Year	1 st April to 31 st March

Fixed Asset	Any Asset which consists of land, buildings, plant and equipment acquired, developed, enhanced or constructed in connection with the Funded Activities;
FOIA	The Freedom of Information Act 2000 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;
Funded Activities	The Activities set out in Annex 2.
Funding Period	The period for which the Grant is awarded, starting on the Commencement Date and ending on 31 st March 2026;
Grant	The sum or sums the Authority will pay to the Grant Recipient in accordance with paragraph 5 and subject to the provisions set out at paragraph 26.
Grant Claim	The payment request submitted by the Grant Recipient to the Authority for payment of the Grant using the template at Annex 5 of this document.
Grant Conditions	These Conditions together with its annexes and schedules which forms part of the Grant Funding Agreement.
Grant Funding Agreement	The agreement which comprises the letter the Authority issued to the Grant Recipient and both its Appendices (of which these Grant Conditions form Appendix A and the Grant Guidance form Appendix B).
Grant Guidance	The WorkWell Grant Guidance published on 30 th November 2023 and as may be updated by the Authority from time to time (and which also forms Appendix B of the Grant Funding Agreement). A link is included here .
Grant Manager	The individual who has been nominated by the Authority to be the single point of contact for the Grant Recipient in relation to the Grant;
HMRC	HM Revenue and Customs
HRA	Human Rights Act 1998 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;
Ineligible Expenditure	Expenditure incurred by the Grant Recipient which is not Eligible Expenditure and as set out in paragraphs 6.3 and 6.4 of these Conditions;

Information Acts	The Data Protection Legislation, FOIA and the EIR, as amended from time to time;
Intellectual Property Rights or IPRs	Copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade names, designs, know-how, trade secrets and any modifications, amendments, updates and new releases of the same and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;
IP Completion Day	The meaning given to it in the European Union (Withdrawal) Act 2020;
IPR Materials	All material produced by the Grant Recipient or its Representatives in relation to the Funded Activities during the Funding Period (including but not limited to, materials expressed in any form of report, database, design, document, technology, information, know how, system or process);
Independent Controller	A Party which is Controller of the same Personal Data as the other Party and there is no element of joint control with regards to that Personal Data;
Instalment Period	The intervals set out in Annex 3 when the Authority will release payment of the Grant to the Grant Recipient during the Funding Period;
Joint Controllers	Where two or more Controllers jointly determine the purposes and means of processing;
Law	Any applicable law, statute, right within the meaning of the European Union (Withdrawal) Act 2018 as amended by the European Union (Withdrawal Agreement) Act 2020, byelaw, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body, delegated or subordinate legislation;
Losses	All losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and Loss will be interpreted accordingly;

Match Funding	Any contribution to the Funded Activities from a Third Party to the Grant Recipient to meet the balance of the Eligible Expenditure not supported by the Grant;
Maximum Sum	The maximum amount of the Grant the Authority will provide to the Grant Recipient for the Funded Activities as set out in the Grant Funding Agreement.
NHS Resolution	The NHS Litigation Authority, a Special Health Authority established by the National Health Service Litigation Authority (Establishment and Consultation) Order 1995.
Northern Ireland Protocol	The protocol on Ireland and Northern Ireland in the EU withdrawal agreement;
Party	The Authority or Grant Recipient and Parties shall be each Party together;
Procurement Regulations	The Public Contracts Regulations 2015, Concession Contracts Regulations 2016, Defence Security Public Contracts Regulations 2011 and the Utilities and Contracts Regulations 2016 together with their amendments, updates and replacements from time to time;
Prohibited Act	<p>Directly or indirectly offering, giving or agreeing to give to any servant of the Authority or the Crown any gift or consideration of any kind as an inducement or reward for:</p> <ol style="list-style-type: none"> 1. doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of the Grant Conditions or 2. showing or not showing favour or disfavour to any person in relation to the Grant Conditions; <p>committing any offence:</p> <ol style="list-style-type: none"> 1. under the Bribery Act; 2. under legislation creating offences in respect of fraudulent acts; or 3. at common law in respect of fraudulent acts in relation to the Grant Conditions; or <p>defrauding or attempting to defraud or conspiring to defraud the Authority or the Crown;</p>
Publication	Any announcement, comment or publication of any publicity material by the Grant Recipient concerning the Funded Activities, the Grant or the Authority;

Relevant Transfer	A transfer of employment to which the Employment Regulations apply;
Remedial Action Plan	The plan of action submitted by the Grant Recipient to the Authority following an Event of Default pursuant to the Rectification Plan process set out in paragraphs 26.5 - 26.11.
Replacement Funded Activities	Any activities which are the same or substantially similar to any of the Funded Activities and which are provided in substitution for any of the Funded Activities after the expiry or termination or partial termination of the Grant Funding Agreement whether those services are provided by the Authority or a third party;
Replacement Grant Recipient	Any third-party provided or Replacement Funded Activities (or where the Authority is providing Replacement Funded Activities for its own account, the Authority);
Representatives	Any of the Parties' duly authorised directors, employees, officers, agents, professional advisors and consultants;
Special Payments	Ex gratia expenditure by the Grant Recipient to a third party where no legal obligations exist for the payment and/or other extra-contractual expenditure. Special Payments may include, but is not limited to, out-of-court settlements, compensation or additional severance payments to the Grant Recipient's employees;
State Aid Law	The law embodied in Articles 107- 109 of the Treaty on the Functioning of the European Union and any related legislation adopted by the Council, European Parliament and/or the Commission (including implementing legislation) decisions and communications to the extent it applied or continues to apply at any time in the United Kingdom;
Subsidy Control	The Subsidy Control Act 2022 which implements a domestic subsidy control regime in the United Kingdom;
Third Party	Any person or organisation other than the Grant Recipient or the Authority;
Trade and Cooperation Agreement	The Trade and Cooperation Agreement between the European Union and the European Atomic Energy Community, of the one part, and the United Kingdom of Great Britain and Northern Ireland, of the other part (as that agreement is modified or supplemented from time to time in accordance with any provision of it or of any other future relationship agreement);
UK GDPR	Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free

	movement of such data (United Kingdom General Data Protection Regulation), as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018, together with the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019;
Unspent Monies	Any monies paid to the Grant Recipient in advance of its Eligible Expenditure, which remains unspent and uncommitted at the end of the Financial Year, the Funding Period or because of termination or breach of these Conditions;
VAT	Value added tax chargeable in the UK;
Working Day	Any day from Monday to Friday (inclusive) which is not specified or proclaimed as a bank holiday in England and Wales pursuant to section 1 of the Banking and Financial Dealings Act 1971 including Christmas Day and Good Friday.

3.2 In these Conditions, unless the context otherwise requires:

- 3.2.1 the singular includes the plural and vice versa;
- 3.2.2 reference to a gender includes the other gender and the neuter;
- 3.2.3 references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;
- 3.2.4 a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
- 3.2.5 any reference in these Conditions which immediately before IP Completion Day (or such later date when relevant EU law ceases to have effect pursuant to Section 1A of the European Union (Withdrawal) Act 2018) was a reference to (as it has effect from time to time):
- i) any EU regulation, EU decision, EU tertiary legislation or provision of the European Economic Area (“**EEA**”) agreement (“**EU References**”) which forms part of domestic law by application of section 3 of the European Union (Withdrawal) Act 2018 shall be read on and after IP Completion Day as a reference to the EU References as they form part of domestic law by virtue of section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time; and
 - ii) any EU institution or EU authority or other such EU body shall be read on and after IP Completion Day as a reference to the UK institution, authority or body to which its functions were transferred;
- 3.2.6 the words "including", "other", "in particular", "for example" and similar words will not limit the generality of the preceding words and will be

- construed as if they were immediately followed by the words "without limitation";
- 3.2.7 references to "writing" include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing will be construed accordingly;
- 3.2.8 references to "representations" will be construed as references to present facts, to "warranties" as references to present and future facts and to "undertakings" as references to obligations under the Grant Funding Agreement;
- 3.2.9 references to "paragraphs" and "Annexes" are, unless otherwise provided, references to the paragraphs and annexes of these Conditions and references in any Annex to parts, paragraphs and tables are, unless otherwise provided, references to the parts, paragraphs and tables of the Annex in which these references appear; and
- 3.2.10 the headings in these Conditions are for ease of reference only and will not affect the interpretation or construction of these Conditions.
- 3.3 Where there is any conflict between the documents that make up the Grant Funding Agreement the conflict shall be resolved in accordance with the following order of precedence:
- I) The Grant Conditions (Main body of the document)
 - II) The Grant Funding Agreement letter (confirming successful application)
 - III) The Grant Guidance
 - IV) The Grant Conditions (Annex 8)
 - V) The Grant Conditions (Annex 1)

4. Duration and Purpose of the Grant

- 4.1 The Funding Period starts on the Commencement Date and ends on 31st March 2026 unless terminated earlier in accordance with the Grant Conditions.
- 4.2 The Grant Recipient will seek to ensure that the Funded Activities start as soon as possible after the start of the Funding Period and no later than 3 months after the start of the Funding Period.
- 4.3 The Grant Recipient shall use the Grant solely for the delivery of the Funded Activities. The Grant Recipient may not make any changes to the Funded Activities.
- 4.4 If the Authority wants, outside of the Annual Grant Review, to make a change to the Funded Activities (including for example increasing/reducing the Grant or adding/removing some of the Funded Activities from Annex 2) it may do so providing the Grant Recipient agrees to the change and 3-months' written notice is provided.

5. Payment of the Grant

- 5.1 Subject to the remainder of this paragraph 5 the Authority shall pay the Grant Recipient an amount not exceeding [REDACTED]. The Authority shall pay the Grant in pound sterling (GBP) and into a bank located in the UK.
- 5.2 The Grant Recipient must complete and sign the Confirmation of Bank Details and Signatories (Annex 4) as part of their acceptance of the Grant. No payment can be made in advance of receipt of a correctly completed and signed form.
- 5.3 The signatory must be the Chief Finance Officer or someone with proper delegated authority. Any change of bank details must be notified immediately on the same form and signed by an approved signatory. Any change of signatory must be notified to the Authority for approval, as soon as known.
- 5.4 The Grant represents the Maximum Sum the Authority will pay to the Grant Recipient under the Grant Funding Agreement. The Maximum Sum will not be increased in the event of any overspend by the Grant Recipient in its delivery of the Funded Activities. The Grant Recipient agrees that the Maximum Sum is the amount agreed as the GBP value, at the Commencement Date.
- 5.5 The Authority will only pay the Grant to the Grant Recipient in respect of Eligible Expenditure incurred by the Grant Recipient to deliver the Funded Activities. The Authority will not pay the Grant until it is satisfied that the Grant Recipient has paid for the Funded Activities in full and the Funded Activities have been delivered during the Funding Period.
- 5.6 The Grant Recipient will provide the Authority with evidence of the costs/payments, which are classified as Eligible Expenditure in paragraph 6.2, which may include (but will not be limited to) receipts and invoices or any other documentary evidence specified by the Authority.
- 5.7 The Grant Recipient shall declare to the Authority any Match Funding which been approved or received, before the Commencement Date. If the Grant Recipient intends to apply for, is offered or receives any further Match Funding during the Funding Period, the Grant Recipient shall notify the Authority before accepting or using any such Match Funding. On notifying the Authority of the Match Funding the Grant Recipient shall confirm the amount, purpose and source of the Match Funding and the Authority shall confirm whether it is agreeable to the Grant Recipient accepting the Match Funding. If the Authority does not agree to the use of Match Funding the Authority shall be entitled to terminate the Grant Funding Agreement in accordance with paragraph 26.2.9 and where applicable, require all or part of the Grant to be repaid.
- 5.8 Where the use of Match Funding is permitted the Grant Recipient shall set out any Match Funding it receives in the format required by Annex 3 and send that to the Authority. This is so the Authority knows the total funding the Grant Recipient has received for the Funded Activities.

- 5.9 The Grant Recipient agrees that it will not apply for, or obtain, Duplicate Funding in respect of any part of the Funded Activities.
- 5.10 The Grant Recipient shall submit in line with the dates set out in Annex 3 for the relevant Instalment Period the Grant Claim (using the template contained at Annex 5) together with a copy of any other documentation as prescribed by the Authority, from time to time.
- 5.11 Unless otherwise stated in these conditions, payment of the Grant will be made in line with the schedule set out at Annex 3.
- 5.12 The Authority will have no liability to the Grant Recipient for any Losses caused by a delay in the payment of a Grant Claim howsoever arising.
- 5.13 The Authority reserves the right not to pay any Grant Claims, which are not submitted within the period set out in paragraph 5.10 or Grant Claims, which are incomplete, incorrect or submitted without the full supporting documentation.
- 5.14 The Grant Recipient shall promptly notify and repay to the Authority any money incorrectly paid to it either as a result of an administrative error or otherwise. This includes (without limitation) situations where the Grant Recipient is paid in error before it has complied with its obligations under the Grant Funding Agreement. Any sum, which falls due under this paragraph 5.14, shall fall due immediately. If the Grant Recipient fails to repay the due sum within any timeframe specified by the Authority the sum will be recoverable summarily as a civil debt.
- 5.15 Where the Grant Recipient enters into a contract with a Third Party in connection with the Funded Activities, the Grant Recipient will remain responsible for paying that Third Party. The Authority has no responsibility for paying Third Party invoices.
- 5.16 Onward payment of the Grant and the use of sub-contractors shall not relieve the Grant Recipient of any of its obligations under the Law or the Grant Funding Agreement, including any obligation to repay the Grant.
- 5.17 The Grant Recipient may not retain any Unspent Monies without the Authority's prior written permission.
- 5.18 If at the end of the relevant Financial Year there are Unspent Monies, the Grant Recipient shall repay such Unspent Monies to the Authority no later than 30 days of the Authority's request for repayment.

Payment Model

- 5.19 All defined terms in this section have (to the extent they are not already defined in these Grant Conditions) the same meanings as set out in the published WorkWell [Grant Guidance](#).

5.20 The programme is split into two phases, the Implementation Period (running from the Commencement Date to 30th September 2024) and the Delivery Period (running from 1st October 2024 to 31st March 2026). The payment model will differ between these phases. An overview of the payment model is set out below.

Maximum Sum and Payment Frequency

5.21 The Maximum Sum available through the WorkWell grant is calculated as a sum of:

- (a) the agreed projected volume of Participants for the Vanguard x £800;
and
- (b) the amounts of £320,000 and £220,000 for additional leadership and management costs in financial years 2024-25 and 2025-26 respectively.

5.22 Grant Funding will be paid quarterly in arrears.

Delivery Plan and Funding

5.23 During the first Quarter of the Funding Period, a Vanguard shall produce a draft delivery plan as described in paragraph 5.24 below (“Delivery Plan”) for the Authority’s approval.

5.24 The Delivery Plan will cover, amongst other things:

- (a) how the Vanguard apportions the Maximum Sum to give Maximum Quarterly Funding for each Quarter (provided the amount apportioned to the Implementation Period shall not exceed 10% of the Maximum Sum);
and
- (b) how the Vanguard apportions the agreed projected volume of Participants to give an Expected Participant Volume in the Delivery Period.

5.25 If the Delivery Plan is not approved by the Authority (or no Delivery Plan is received for approval) by [REDACTED], the Authority may terminate the Grant Funding Agreement with immediate effect.

5.26 In the event that the Grant Funding Agreement is terminated in accordance with the provisions set out in paragraph 5.25, the Grant Recipient may claim Eligible Expenditure up to the date of termination.

Funding in the Implementation Period

5.27 In respect of each Quarter in the Implementation Period, a Vanguard shall be able to claim for all Eligible Expenditure not exceeding the Maximum Quarterly Funding for that Quarter.

Funding in the Delivery Period

5.28 In respect of each Quarter in the Delivery Period, a Vanguard shall be entitled to claim for Eligible Expenditure not exceeding the Basic Funding Amount irrespective of the number of Participants who have started in that Quarter. The Basic Funding Amount for a Quarter in the Delivery Period shall be calculated as follows:

$$\text{Maximum Quarterly Funding for that Quarter} \times 60\%$$

5.29 In respect of each Quarter in the Delivery Period, a Vanguard shall also be entitled to claim a Participant-Dependent Sum in respect of each Participant who has started in that Quarter provided it has incurred equivalent Eligible Expenditure exceeding the Basic Funding Amount. The Participant-Dependent Sum for a Quarter in the Delivery Period shall be calculated as follows:

$$\frac{(\text{Maximum Quarterly Funding for that Quarter} \times 40\%)}{\text{Expected Quarterly Participant Volume for that Quarter}}$$

Quarterly Underspends and Failure to Meet Projected Volumes

5.30 Subject to paragraph 5.33, if, in respect of any Quarter other than the last Quarter of the Funding Period, the amount requested by the Vanguard and paid by the Authority is less than the Maximum Quarterly Funding for that Quarter, the Maximum Quarterly Funding for the next Quarter will be deemed to have increased by the underspend.

5.31 Subject to paragraph 5.33, if, in respect of any Quarter other than the last Quarter of the Funding Period, the volume of Participant starts is lower than the Expected Quarterly Participant Volume for that Quarter, the Expected Quarterly Participant Volume for the next Quarter will be deemed to have increased by the missing Participant volume.

5.32 Where the Maximum Quarterly Funding and/or Expected Quarterly Participant Volume for a Quarter have/has changed under the above, the Basic Funding Amount and Participant-Dependent Sum for the affected Quarter will be recalculated accordingly.

5.33 The provision described at paragraph 5.30 shall not operate to increase the Maximum Quarterly Funding for a Quarter by any underspend relating to a different financial year. The provision described at paragraph 5.31 shall not

operate to increase the Expected Quarterly Participant Volume for a Quarter by any missing Participant volume relating to a different financial year.

6. Eligible and Ineligible Expenditure

- 6.1 The Authority will only pay the Grant in respect of Eligible Expenditure incurred by the Grant Recipient to deliver the Funded Activities and the Grant Recipient will use the Grant solely for delivery of the Funded Activities (as set out in Annex 2 of these Conditions).
- 6.2 The items listed below will be classified as Eligible Expenditure if incurred for the purposes of the Funded Activities:
- 6.2.1 fees charged or to be charged to the Grant Recipient by the external auditors/accountants for reporting or certifying that the Grant paid was applied for its intended purposes.
 - 6.2.2 giving evidence to Parliamentary Select Committees;
 - 6.2.3 attending meetings with government ministers or civil servants to discuss the progress of a taxpayer funded grant scheme;
 - 6.2.4 responding to public consultations, where the topic is relevant to the objectives of the Funded Activities. To avoid doubt, Eligible Expenditure does not include the Grant Recipient spending the Grant on lobbying other people to respond to any such consultation (unless explicitly permitted in the Grant Conditions);
 - 6.2.5 providing independent, evidence-based policy recommendations to local government, government departments or ministers, where that is the objective of a taxpayer funded grant scheme, for example, 'What Works Centres'; and
 - 6.2.6 providing independent evidence-based advice to local or national government as part of the general policy debate, where that is in line with the objectives of the Grant.
 - 6.2.7 WorkWell service administration costs
 - 6.2.8 Staffing costs, including recruitment
 - 6.2.9 Marketing/advertising, including webpage design
 - 6.2.10 Training of staff and participants
 - 6.2.11 Transport costs where a Participant would otherwise be unable to attend employment or training
 - 6.2.12 Costs associated with providing care for participants
 - 6.2.13 Costs associated with Disclosure and Barring Service (DBS) checks
 - 6.2.14 Costs associated with setting up or opening a location specifically to provide a WorkWell service
 - 6.2.15 Payments to a delivery partner for the delivery of a funded activity.
- 6.3 The Grant Recipient may not in any circumstance claim the following non-exhaustive list as Eligible Expenditure. The list below does not override activities which are deemed eligible in these Conditions:

- 6.3.1 Paid for lobbying, which means using the Grant to fund lobbying (via an external firm or in-house staff) in order to undertake activities intended to influence or attempt to influence Parliament, government or political activity; or attempting to influence legislative or regulatory action;
 - 6.3.2 using the Grant to directly enable one part of government to challenge another on topics unrelated to the agreed purpose of the Grant;
 - 6.3.3 using the Grant to petition for additional funding;
 - 6.3.4 expenses such as for entertaining, specifically aimed at exerting undue influence to change government policy;
 - 6.3.5 input VAT reclaimable by the Grant Recipient from HMRC;
 - 6.3.6 payments for activities of a political or exclusively religious nature;
- 6.4 Other examples of expenditure, which are prohibited, include the following:
- 6.4.1 contributions in kind;
 - 6.4.2 interest payments or service charge payments for finance leases;
 - 6.4.3 gifts;
 - 6.4.4 statutory fines, criminal fines or penalties civil penalties, damages or any associated legal costs;
 - 6.4.5 payments for works or activities which the Grant Recipient, or any member of their Partnership has a statutory duty to undertake, or that are fully funded by other sources;
 - 6.4.6 bad debts to related parties;
 - 6.4.7 payments for unfair dismissal or other compensation;
 - 6.4.8 depreciation, amortisation or impairment of assets owned by the Grant Recipient;
 - 6.4.9 the acquisition or improvement of Assets by the Grant Recipient and
 - 6.4.10 liabilities incurred before the commencement of the Grant Funding Agreement unless agreed in writing by the Authority.
 - 6.4.11 Contributing to the salary of Participants in the WorkWell Programme
 - 6.4.12 The cost of submitting a Grant Application (as defined in the WorkWell Grant Guidance).

7. Annual Grant Review

- 7.1 The Authority will review the Grant annually. The Authority will take into account the Grant Recipient's delivery of the Funded Activities against the agreed outputs set out in Annex 6 of these Conditions by the Grant Recipient in accordance with paragraph 7.2 of these Conditions.
- 7.2 Each annual review may result in the Authority deciding that (for example a non-exclusive list includes):
 - 7.2.1 the Funded Activities and the Grant Funding Agreement should continue in line with existing plans;

- 7.2.2 there should be an increase or decrease in the Grant for the subsequent Financial Year;
 - 7.2.3 the outputs should be re-defined and agreed;
 - 7.2.4 the Grant Recipient should provide the Authority with a draft Remedial Action Plan setting out the steps the Grant Recipient will take to improve delivery of the Funded Activities;
 - 7.2.5 the Authority should recover any Unspent Monies;
 - 7.2.6 the Grant be terminated in accordance with section 26 of these Conditions.
- 7.3 If the Grant Recipient is required to submit a draft Remedial Action Plan in accordance with paragraph 7.2.4 the Remedial Action Plan process set out in paragraph 26.5 to 26.11 shall apply.
- 7.4 The Grant Recipient may make representations to the Authority regarding the Authority's decision made in accordance with paragraph 7.2. The Authority is not however obliged to take such representations into account when making its decision as any such decision will be final and at the Authority's absolute discretion.

8. Monitoring and Reporting

- 8.1 The Grant Recipient shall:
- 8.1.1 closely monitor the delivery and success of the Funded Activities throughout the Funding Period to ensure that the aims and objectives of the Funded Activities are achieved.
 - 8.1.2 provide the Authority with all reasonable assistance and co-operation in relation to any ad-hoc information, explanations and documents as the Authority may require, from time to time, so the Authority may establish if the Grant Recipient has used the Grant in accordance with the Grant Conditions.
 - 8.1.3 provide the Authority with quarterly reports on the progress made towards achieving the agreed outputs and the defined longer-term outcomes set out in Annex 6 of these Conditions. Where possible, the report will quantify what has been achieved by reference to the Funded Activities' targets;
 - 8.1.4 allow any person authorised by the Authority reasonable access, with or without notice, to its employees, agents, premises, facilities and records, for the purpose of discussing, monitoring and evaluating the Grant Recipient's fulfilment of its obligations under the Grant Funding Agreement and will, if so required, provide appropriate oral or written explanations to such authorised persons as required during the Funding Period;
 - 8.1.5 will record in its financial reports the amount of Match Funding it receives together with details of what it has used that Match Funding for, and
 - 8.1.6 notify the Authority as soon as reasonably practicable of:

- i) any actual or potential failure to comply with any of its obligations under the Grant Funding Agreement, which includes those caused by any administrative, financial or managerial difficulties; and
- ii) actual or potential variations to the Eligible Expenditure and/or any event which materially affects the continued accuracy of such information.

8.2 The Grant Recipient represents and undertakes (and shall repeat such representations and undertakings on delivery of its quarterly report):

8.2.1 that the reports and information it gives pursuant to this paragraph 8 are accurate;

8.2.2 that it has diligently made full and proper enquiry of the matter pertaining to the reports and information given; and

8.2.3 that any data it provided pursuant to an application for the Grant may be shared within the powers conferred by legislation with other organisations for the purpose of preventing or detecting crime.

9. Auditing and Assurance

9.1 The Authority may, at any time during and up to 7 years after the end of the Grant Funding Agreement, conduct additional audits or ascertain additional information where the Authority considers it necessary. The Grant Recipient agrees to grant the Authority or its Representatives access, as required, to all Funded Activities sites and relevant records. The Grant Recipient will ensure that necessary information and access rights are explicitly included within all arrangements with sub-contractors.

9.2 If the Authority requires further information, explanations and documents, in order for the Authority to establish that the Grant has been used properly in accordance with the Grant Funding Agreement, the Grant Recipient will, within 5 Working Days of a request by the Authority, provide the Authority, free of charge, with the requested information.

9.3 The Grant Recipient shall:

9.3.1 identify separately the value and purpose of the Grant Funding in its audited accounts and its annual report; and

9.3.2 maintain a record of internal financial controls and procedures and provide the Authority with a copy if requested.

Retention of documents

9.4 The Grant Recipient shall retain all invoices, receipts, accounting records and any other documentation (including but not limited to, correspondence) relating to the Eligible Expenditure; income generated by the Funded Activities during the Funding Period for a period of 6 years from the date on which the Funding Period ends.

- 9.5 The Grant Recipient shall ensure any sub-contractors retain each record, item of data and document relating to the Funded Activities for a period of 6 years from the date on which the Funding Period ends.
- 9.6 The Grant Recipient will promptly provide revised forecasts of income and expenditure:
- 9.6.1 when these forecasts increase or decrease by more than 10% of the original expenditure forecasts; and/or
 - 9.6.2 at the request of the Authority.

10. Financial Management and Prevention of Bribery, Corruption, Fraud and other Irregularities

- 10.1 The Grant Recipient will at all times comply with all applicable Laws, statutes and regulations relating to anti-bribery and anti-corruption, including but not limited to the Bribery Act.
- 10.2 The Grant Recipient must have a sound administration and audit process, including internal financial controls to safeguard against fraud, theft, money laundering, counter terrorist financing or any other impropriety, or mismanagement in connection with the administration of the Grant. The Grant Recipient shall require that the internal/external auditors report on the adequacy or otherwise of that system.
- 10.3 All cases of fraud or theft (whether proven or suspected) relating to the Funded Activities must be notified to the Authority as soon as they are identified. The Grant Recipient shall explain to the Authority what steps are being taken to investigate the irregularity and shall keep the Authority informed about the progress of any such investigation. The Authority may however request that the matter referred (which the Grant Recipient is obliged to carry out) to external auditors or other Third Party as required.
- 10.4 The Authority will have the right,, at its absolute discretion, to insist that the Grant Recipient address any actual or suspected fraud, theft or other financial irregularity and/or to suspend future payment of the Grant to the Grant Recipient. Any grounds for suspecting financial irregularity includes what the Grant Recipient, acting with due care, should have suspected as well as what is actually proven.
- 10.5 The Grant Recipient agrees and accepts that it may become ineligible for Grant support and may be required to repay all or part of the Grant if it engages in tax evasion or aggressive tax avoidance in the opinion of HMRC.
- 10.6 For the purposes of paragraph 10.4 “financial irregularity” includes (but is not limited to) potential fraud or other impropriety, mismanagement, and the use of

the Grant for any purpose other than those stipulated in the Grant Conditions. The Grant Recipient agrees to provide statements and evidence to the Authority or the appropriate organisation if requested to do so as part of pursuing sanctions, criminal or civil proceedings.

11. Conflicts of Interest

- 11.1 Neither the Grant Recipient nor its Representatives shall engage in any personal, business or professional activity which conflicts or could conflict with any of their obligations in relation to the Grant Conditions.
- 11.2 The Grant Recipient must have and will keep in place adequate procedures to manage and monitor any actual or perceived bias or conflicts of interest.

12. Confidentiality

- 12.1 Except to the extent set out in this paragraph 12 or where disclosure is expressly permitted, the Grant Recipient shall treat all Confidential Information belonging to the Authority as confidential and shall not disclose any Confidential Information belonging to the Authority to any other person without the prior written consent of the Authority, except to such persons who are directly involved in the provision of the Funded Activities and who need to know the information.
- 12.2 The Grant Recipient gives its consent for the Authority to publish the Grant Funding Agreement in any medium in its entirety (but with any information which is Confidential Information belonging to the Authority or the Grant Recipient redacted), including from time-to-time agreed changes to the Grant Conditions.
- 12.3 Nothing in this paragraph 12 shall prevent the Authority disclosing any Confidential Information obtained from the Grant Recipient:
 - 12.3.1 for the purpose of the examination and certification of the Authority's accounts; or pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources;
 - 12.3.2 to any government department, consultant, contractor or other person engaged by the Authority, provided that in disclosing information under the Authority only discloses the information which is necessary for the purpose concerned and requests that the information is treated in confidence and that a confidentiality undertaking is given where appropriate; or
 - 12.3.3 where disclosure is required by Law, including under the Information Acts.

12.4 Nothing in this paragraph 12 shall prevent either Party from using any techniques, ideas or know-how gained during the performance of its obligations under the Grant Conditions in the course of its normal business, to the extent that this does not result in a disclosure of the other Party's Confidential Information or an infringement of the other Party's Intellectual Property Rights.

13. Transparency

13.1 The Authority and the Grant Recipient acknowledge that, except for any information, which is exempt from disclosure in accordance with the provisions of the Information Acts, the content of the Grant Funding Agreement is not confidential.

14. Statutory Duties

14.1 The Grant Recipient agrees to adhere to its obligations under the Law including but not limited to the Information Acts, the HRA and the Equality Act 2010.

14.2 Where requested by the Authority, the Grant Recipient will provide reasonable assistance and cooperation to enable the Authority to comply with its information disclosure obligations under the Information Acts.

14.3 On request from the Authority, the Grant Recipient will provide the Authority with all such relevant documents and information relating to the Grant Recipient's data protection policies and procedures as the Authority may reasonably require.

14.4 The Grant Recipient acknowledges that the Authority, acting in accordance with the codes of practice issued and revised from time to time under the Information Acts, may disclose information concerning the Grant Recipient and the Grant Funding Agreement without consulting the Grant Recipient.

14.5 The Authority will take reasonable steps to notify the Grant Recipient of a request for information to the extent that it is permissible and reasonably practical for it to do so. Notwithstanding any other provision in the Grant Conditions, the Authority will be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the Information Acts.

15. Data Protection and Procurement

Data Protection

- 15.1 The Grant Recipient and the Authority will comply at all times with their respective obligations under Data Protection Legislation.
- 15.2 The Parties agree that for the purposes of the Data Protection Legislation the Grant Recipient and the Authority are both Independent Controllers, unless otherwise specified in Annex 8 of these Conditions.
- 15.3 The Grant Recipient agrees that it is the Controller of any Personal Data processed by it pursuant to the Funded Activities and shall comply with the provisions set out in this paragraph 15 and Part 3 of Annex 8.
- 15.4 To the extent that the Grant Recipient and the Authority share any Personal Data for the purposes of the Grant Funding Agreement, the Parties accept that they are each a separate Independent Controller in respect of such Personal Data. Each Party:
- i) shall comply with the applicable Data Protection Legislation in respect of their processing of such Personal Data;
 - ii) will be individually and separately responsible for its own compliance; and
 - iii) do not and will not Process any Personal Data as Joint Controllers.
- 15.5 Each Party shall, with respect to its processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the UK GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the UK GDPR.

Public Procurement

- 15.6 The Grant Recipient will ensure that any of its Representatives involved in the Funded Activities will, adopt such policies and procedures that are required in order to ensure that value for money has been obtained in the procurement of goods or services funded by the Grant.
- 15.7 Where the Grant Recipient is a Contracting Authority within the meaning of the Procurement Regulations the Grant Recipient will comply, as necessary, with the Procurement Regulations when procuring goods and services in connection with the Grant Conditions and the Authority shall not be liable for the Grant Recipient's failure to comply with its obligations under the Procurement Regulations.

16. Subsidy Control

- 16.1 The Grant Recipient will ensure that delivery of the Funded Activities does not put the Authority in breach of the UK's domestic obligations under the Subsidy Control Act or its international obligations in respect of subsidies.
- 16.2 The Grant Recipient acknowledges and accepts that the Grant is awarded on the basis that the Funded Activities being undertaken using the Grant are, and will remain, non-economic activities. The Grant Recipient shall ensure that measures are taken (where necessary), and maintained, to ensure that the Grant is not used to cross-subsidise any economic activity.

17. Intellectual Property Rights

- 17.1 Intellectual Property in all IPR Material will be the property of the Grant Recipient. Other than as expressly set out in these Conditions, neither Party will have any right to use any of the other Party's names, logos or trademarks on any of its products or services without the other Party's prior written consent.
- 17.2 The Grant Recipient grants to the Authority a non-exclusive irrevocable and royalty-free, sub-licensable, worldwide licence to use all the IPR Material for the purpose of supporting the Funded Activities and other projects.
- 17.3 Ownership of Third-Party software or other IPR necessary to deliver Funded Activities will remain with the relevant Third Party.
- 17.4 The Grant Recipient must ensure that they have obtained the relevant agreement from the Third-Party proprietor before any additions or variations are made to the standard 'off-the-shelf' versions of any Third-Party software and other IPR. The Grant Recipient will be responsible for obtaining and maintaining all appropriate licences to use the Third-Party software.

18. Environmental Requirements

- 18.1 The Grant Recipient shall perform the Funded Activities in accordance with the Authority's environmental policy, which is to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.
- 18.2 The Grant Recipient shall pay due regard to the use of recycled products, so long as they are not detrimental to the provision of the Funded Activities or the environment, to include the use of all packaging, which should be capable of recovery for re-use or recycling.

18.3 The Grant Recipient shall take all possible precautions to ensure that any equipment and materials used in the provision of the Funded Activities do not contain chlorofluorocarbons, halons or any other damaging substances, unless unavoidable, in which case the Authority shall be notified in advance of their use. The Grant Recipient shall endeavour to reduce fuel emissions wherever possible.

19. Indemnity Arrangements

19.1 The Grant Recipient will during the term of the Funding Period and for 5 years after termination or expiry of these Conditions, ensure that it has and maintains, at all times membership of each of the indemnity schemes operated by NHS Resolution.

20. Assignment

20.1 The Grant Recipient will not transfer, assign, novate or otherwise dispose of the whole or any part of the Grant Funding Agreement or any rights under it, to another organisation or individual, without the Authority's prior approval.

20.2 Any approval given by the Authority will be subject to a condition that the Grant Recipient has first entered into a Grant Funding Agreement, authorised by the Authority, requiring the Grant Recipient to work with another organisation in delivering the Funded Activities.

21. Spending Controls – Marketing, Advertising, Communications and Consultancy

21.1 The Grant Recipient should provide evidence that any marketing, advertising, communications and consultancy expenditure carried out in connection with, or using the Grant will deliver measurable outcomes that meet government objectives to secure value for money.

22. Losses and Special Payments

22.1 The Grant Recipient must obtain prior written consent from the Authority before:

22.1.1 writing off any debts or liabilities.

22.1.2 offering to make any Special Payments in connection with this Grant.

22.2 The Grant Recipient will keep a record of all gifts, both given and received, in connection with the Grant or any Funded Activities.

23. Borrowing

23.1 In accordance with paragraph 23, the Grant Recipient must obtain prior written consent from the Authority before:

23.1.1 borrowing or lending money from any source in connection with the Grant Funding Agreement; or

23.1.2 giving any guarantee, indemnities or letters of comfort that relate to the Grant Funding Agreement or have any impact on the Grant Recipient's ability to deliver the Funded Activities set out in the Grant Conditions.

24. Publicity

24.1 The Grant Recipient gives consent to the Authority to publicise in the press or any other medium the Grant and details of the Funded Activities using any information gathered from the Grant Recipient's initial Grant application or any monitoring reports submitted to the Authority in accordance with paragraph 8.2 of these Conditions.

24.2 The Grant Recipient will comply with all reasonable requests from the Authority to facilitate visits, provide reports, statistics, photographs (subject to the consent of those in the photographs) and case studies that will assist the Authority in its promotional and fundraising activities relating to the Funded Activities

24.3 The Authority consents to the Grant Recipient carrying out any reasonable publicity about the Grant and the Funded Activities as required, from time to time and particularly around the launch of their WorkWell service.

24.4 Any publicity material for the Funded Activities must refer to the programme under which the Grant was awarded and must feature the Authority's logo, clearly stating the programme is funded by DWP or UK Government.

24.5 The Grant Recipient will acknowledge the support of the Authority in any materials that refer to the Funded Activities and in any written or spoken public presentations about the Funded Activities. Such acknowledgements (where appropriate or as requested by the Authority) will include the Authority's name and logo (or any future name or logo adopted by the Authority) using the templates provided by the Authority from time to time.

24.6 In using the Authority's name and logo, the Grant Recipient will comply with all reasonable branding guidelines issued by the Authority from time to time.

25. Changes to the Authority's Requirements

25.1 If the Authority wants, outside of the Annual Grant Review, to make a change to the Funded Activities (including for example increasing/reducing the Grant or adding/removing some of the Funded Activities from Annex 2) it may do so providing the Grant Recipient agrees to the change and 3-months' written notice is provided.

26. Clawback, Events of Default, Termination and Rights Reserved for Breach and Termination

Events of Default

26.1 In the event of termination of the Grant Funding Agreement, the Authority retains the right to contact Grant Recipients for research and evaluation purposes.

26.2 The Authority may exercise its rights set out in paragraph 26.4 if any of the following events occur:

26.2.1 the Grant Recipient uses the Grant for a purpose other than the Funded Activities;

26.2.2 the Grant Recipient fails to comply with its obligations under the Grant Funding Agreement, which is material in the opinion of the Authority;

26.2.3 where delivery of the Funded Activities do not start within three (3) months of the Commencement Date and the Grant Recipient fails to provide the Authority with a satisfactory explanation for the delay, or failed to agree a new date on which the Funded Activities shall start with the Authority;

26.2.4 the Grant Recipient uses the Grant for Ineligible Expenditure;

26.2.5 the Grant Recipient fails, in the Authority's opinion, to make satisfactory progress with the Funded Activities and in particular, with meeting the agreed outputs set out in Annex 6 of these Conditions;

26.2.6 the Grant Recipient fails to:

- i) submit an adequate Remedial Action Plan to the Authority following a request by the Authority pursuant to paragraph 26.4.4 or paragraph 7.2.4; or
- ii) improve delivery of the Funded Activities in accordance with the Remedial Action Plan approved by the Authority;

- 26.2.7 the Grant Recipient is, in the opinion of the Authority, delivering the Funded Activities in a negligent manner (in this context negligence includes but is not limited to failing to prevent or report actual or anticipated fraud or corruption);
- 26.2.8 the Grant Recipient fails to declare Duplicate Funding;
- 26.2.9 the Grant Recipient fails to declare any Match Funding in accordance with paragraph 5.7;
- 26.2.10 the Grant Recipient receives funding from a Third Party which, in the opinion of the Authority, undertakes activities that are likely to bring the reputation of the Funded Activities or the Authority into disrepute;
- 26.2.11 the Grant Recipient provides the Authority with any materially misleading or inaccurate information and/or any of the information provided in its Grant application or in any subsequent supporting correspondence is found to be incorrect or incomplete to an extent which the Authority considers to be significant;
- 26.2.12 the Grant Recipient commits or has committed a Prohibited Act or fails to report a Prohibited Act to the Authority, whether committed by the Grant Recipient, its Representatives or a Third Party, as soon as it becomes aware of it;
- 26.2.13 the Authority determines (acting reasonably) that the Grant Recipient or any of its Representatives has:
- i) acted dishonestly or negligently at any time during the term of the Grant Funding Agreement and to the detriment of the Authority;
 - ii) taken any actions which unfairly brings or are likely to unfairly bring the Authority's name or reputation and/or the Authority into disrepute. Actions include omissions in this context;
 - iii) transferred, assigns or novates the Grant to any Third Party without the Authority's consent; or
 - iv) failed to act in accordance with the Law; howsoever arising, including incurring expenditure on unlawful activities;
- 26.2.14 the Grant 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);
- 26.2.15 the Grant Recipient becomes insolvent as defined by section 123 of the Insolvency Act 1986, 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
- 26.2.16 the European Commission or the Court of Justice of the European Union requires any Grant paid to be recovered by reason of a breach of State Aid Law through its application under Article 10 of the Northern Ireland Protocol.

26.2.17 a court, tribunal or independent body or authority of competent jurisdiction requires any Grant paid to be recovered by reason of breach of the UK's domestic obligations under the Subsidy Control Act or its international obligations (including under the Trade and Cooperation Agreement);

26.2.18 the Grant Recipient breaches the Code of Conduct and/or fails to report an actual or suspected breach of the Code of Conduct by the Grant Recipient or its Representatives in accordance with paragraph 31.1.2;

26.2.19 the Grant Recipient undergoes a Change of Control which the Authority, acting reasonably, considers:

- i) will be materially detrimental to the Funded Activities and/or;
- ii) the new body corporate cannot continue to receive the Grant because they do not meet the eligibility criteria used to award the Grant to the Grant Recipient;
- iii) that the Change of Control would raise national security concerns and/or;
- iv) the new body corporate intends to make fundamental change(s) to the purpose for which the Grant was given.

26.3 Where, the Authority determines that an Event of Default has or may have occurred, the Authority shall notify the Grant Recipient to that effect in writing, setting out any relevant details, of the failure to comply with these Conditions or pertaining the Event of Default, and details of any action that the Authority intends to take or has taken.

Rights reserved for the Authority in relation to an Event of Default

26.4 Where, the Authority determines that an Event of Default has or may have occurred, the Authority shall take any one or more of the following actions:

26.4.1 suspend or terminate the payment of Grant for such period as the Authority shall determine;

26.4.2 reduce the Maximum Sum in which case the payment of Grant shall thereafter be made in accordance with the reduction and notified to the Grant Recipient; and/or

26.4.3 require the Grant Recipient to repay the Authority the whole or any part of the amount of Grant previously paid to the Grant Recipient. Such sums shall be recovered as a civil debt;

26.4.4 give the Grant Recipient an opportunity to remedy the Event of Default (if remediable) in accordance with the procedure set out in paragraphs 26.5 to 26.11; and/or

26.4.5 terminate the Grant Funding Agreement.

Opportunity for the Grant Recipient to remedy an Event of Default

- 26.5 Where the Grant Recipient is provided with an opportunity to submit a draft Remedial Action Plan in accordance with paragraph 26.3.4, the draft Remedial Action Plan shall be submitted to the Authority for approval, within 5 Working Days of the Grant Recipient receiving notice from the Authority.
- 26.6 The draft Remedial Action Plan shall set out:
- 26.6.1 full details of the Event of Default; and
 - 26.6.2 the steps which the Grant Recipient proposes to take to rectify the Event of Default including timescales.
- 26.7 On receipt of the draft Remedial Action Plan and as soon as reasonably practicable, the Authority will submit its comments on the draft Remedial Action Plan to the Grant Recipient.
- 26.8 The Authority shall have the right to accept or reject the draft Remedial Action Plan. If the Authority rejects the draft Remedial Action Plan, the Authority shall confirm, in writing, the reasons why they have rejected the draft Remedial Action Plan and will confirm whether the Grant Recipient is required to submit an amended Remedial Action Plan to the Authority.
- 26.9 If the Authority directs the Grant Recipient to submit an amended draft Remedial Action Plan, the Parties shall agree a timescale for the Grant Recipient to amend the draft Remedial Action Plan to take into account the Authority's comments.
- 26.10 If the Authority does not approve the draft Remedial Action Plan the Authority may, at its absolute discretion, terminate the Grant Funding Agreement.
- 26.11 The Authority shall not by reason of the occurrence of an Event of Default which is, in the opinion of the Authority, capable of remedy, exercise its rights under either paragraph 26.4.3 or 26.4.5 unless the Grant Recipient has failed to rectify the default to the reasonable satisfaction of the Authority.

General Termination rights – Termination for Convenience

- 26.12 Notwithstanding the Authority's right to terminate the Grant Funding Agreement pursuant to paragraph 26.4.5 above, either Party may terminate the Grant Funding Agreement at any time by giving at least 3 months written notice to the other Party.
- 26.13 If applicable, all Unspent Monies (other than those irrevocably committed in good faith before the date of termination, in line with the Grant Funding Agreement and approved by the Authority as being required to finalise the Funded Activities) shall be returned to the Authority within 30 days of the date of receipt of a written notice of termination from the Authority.

- 26.14 If the Authority terminates the Grant Funding Agreement in accordance with paragraph 26.10 the Authority may choose to pay the Grant Recipient's reasonable costs in respect of the delivery of the Funded Activities performed up to the termination date. Reasonable costs will be identified by the Grant Recipient and will be subject to the Grant Recipient demonstrating that they have taken adequate steps to mitigate their costs. For the avoidance of doubt, the amount of reasonable costs payable will be determined solely by the Authority.
- 26.15 The Authority will not be liable to pay any of the Grant Recipient's costs or those of any contractor/supplier of the Grant Recipient related to any transfer or termination of employment of any employees engaged in the provision of the Funded Activities.

Change of Control

- 26.16 The Grant Recipient shall notify the Authority immediately in writing and as soon as the Grant Recipient is aware (or ought reasonably to be aware) that it is anticipating, undergoing, undergoes or has undergone a Change of Control, provided such notification does not contravene any Law.
- 26.17 The Grant Recipient shall ensure that any notification made pursuant to paragraph 26.16 shall set out full details of the Change of Control including the circumstances suggesting and/or explaining the Change of Control.
- 26.18 Where the Grant has been awarded to a consortium and the Grant Recipient has entered into a collaboration agreement, the notification required under paragraph 26.16 shall include any changes to the consortium members as well as the lead Grant Recipient.
- 26.19 Following notification of a Change of Control the Authority shall be entitled to exercise its rights under paragraph 26.12 of these Conditions providing the Grant Recipient with notification of its proposed action in writing within three (3) months of:
- 26.19.1 being notified in writing that a Change of Control is anticipated or is in contemplation or has occurred; or
 - 26.19.2 where no notification has been made, the date that the Authority becomes aware that a Change of Control is anticipated or is in contemplation or has occurred,
- 26.20 The Authority shall not be entitled to terminate where approval was granted prior to the Change of Control.

27. TUPE

27.1 The Grant Recipient agrees that no later than 12 months prior to the expiry or termination of this Grant Funding Agreement and thereafter at intervals stimulated by the Authority (not to be more frequent than every 30 days), the Grant Recipient shall fully and accurately disclose to the Authority all staffing information reasonably required by the Authority including, but not limited to, the total number of staff assigned for the purposes of the Employment Regulations to the Funded Activities. This shall include, where relevant, the staff of any sub-contractor engaged by the Grant Recipient to deliver the Funded Activities (or part of the Funded Activities). For each person so identified, the Grant Recipient shall provide, in a suitably anonymised format so as to comply with the Data Protection Legislation, details of:

27.1.1 the activities they perform;

27.1.2 amount of working time assigned to the Funded Activities;

27.1.3 date of birth;

27.1.4 start date;

27.1.5 length of continuous service;

27.1.6 place of work;

27.1.7 notice period;

27.1.8 employment status;

27.1.9 identity of employer;

27.1.10 redundancy pay entitlement;

27.1.11 salary, benefits and pension entitlements;

27.1.12 any applicable collective agreement;

27.1.13 copies of all relevant employment contracts and related documents; and

27.1.14 all information required under regulation 11 of the Employment Regulations or as reasonably requested by the Authority.

27.2 The Grant Recipient warrants, and shall procure that any sub-contractor warrants, the accuracy of the information provided under this clause and will notify the Authority of any changes to the information as soon as reasonably possible. The Grant Recipient consents, and shall procure that any sub-contractor consents, to the Authority sharing the information provided under this paragraph to any prospective Replacement Grant Recipient.

27.3 In the 6 months before the expiry of this Grant Funding Agreement, the Grant Recipient shall not (and shall procure that any sub-contractor shall not) without the prior consent of the Authority (such consent not to be unreasonably withheld or delayed):

27.3.1 change the identity and number of staff assigned to the Funded Activities other than in the ordinary course of business;

27.3.2 amend or vary the terms and conditions of employment or engagement of any staff assigned to the Funded Activities other than in the ordinary course of business; and/or

- 27.3.3 terminate or give notice to terminate the employment or engagement of any staff assigned to the Funded Activities (other than in circumstances in which the termination is for reasons of misconduct or lack of capability).
- 27.4 The Grant Recipient shall, and shall procure that any sub-contractor shall, comply with all its employment obligations up to the date of a Relevant Transfer including, but not limited to, the payment of all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which are attributable in whole or in part to the period ending on (but not including) the date of a Relevant Transfer) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Grant Recipient (or any sub-contractor); and (ii) the Replacement Grant Recipient.
- 27.5 The Grant Recipient will, and shall procure that any sub-contractor will, cooperate with the Authority in respect of any exit transition arrangements by allowing any Replacement Grant Recipient to communicate with and meet the affected employees or their representatives.
- 27.6 The Grant Recipient will, and shall procure that any sub-contractor will, indemnify the Authority and/or any Replacement Grant Recipient against any claim, losses, liability, expense or demand whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise arising from:
- 27.6.1 its failure to comply with the provisions of this paragraph; and/or
- 27.6.2 any claim by any employee or person claiming to be an employee (or their employee representative) of the Grant Recipient, and/or any sub-contractor of the Grant Recipient, which arises or is alleged to arise from any act or omission by the Grant Recipient, and/or any sub-contractor of the Grant Recipient, before but not including the date of a Relevant Transfer.
- 27.7 The provisions of this paragraph apply during the term of this Grant Funding Agreement and indefinitely after it terminates or expires.
- 27.8 Notwithstanding any other provisions of the Grant Funding Agreement, for the purposes of this paragraph the relevant third party shall be able to enforce its rights under this paragraph, but their consent will not be required to vary these paragraphs as the Authority and the Grant Recipient may agree.

28. Exit Plan

28.1 Where the Authority requires the Grant Recipient to prepare an Exit Plan to allow the cessation or seamless transfer of the Funded Activities, the Grant Recipient shall prepare the Exit Plan within three (3) months of the signing of the Grant Funding Agreement and shall comply with the exit provisions set out in Annex 9 of these Conditions.

29. Dispute Resolution

29.1 The Parties will use all reasonable endeavours to negotiate in good faith, and settle amicably, any dispute that arises during the continuance of the Grant Funding Agreement.

29.2 All disputes and complaints (except for those which relate to the Authority's right to withhold funds or terminate the Grant Funding Agreement) shall be referred in the first instance to the Parties Representatives.

29.3 If the dispute cannot be resolved between the Parties Representatives within a maximum of one month, then the matter will be escalated to formal meeting between the Grant Manager and the Grant Recipient's chief executive (or equivalent).

30. Limitation of Liability

30.1 The Authority accepts no liability for any consequences, whether direct or indirect, that may come about from the Grant Recipient delivering the Funded Activities, the use of the Grant or from withdrawal, withholding or suspension of the Grant. The Recipient shall indemnify and hold harmless the Authority, and its Representatives with respect to all actions, claims, charges, demands Losses and proceedings arising from or incurred by reason of the actions and/or omissions of the Grant Recipient in relation to the Funded Activities, the non-fulfilment of obligations of the Grant Recipient under this Grant Funding Agreement or its obligations to Third Parties.

30.2 Subject to this section 30, the Authority's liability under this Grant Funding Agreement is limited to the amount of Grant outstanding.

31. VAT

- 31.1 The Parties intend that there is no claim to VAT on the funding paid by the Authority to Grant Recipient via this Grant. If VAT is held to be chargeable in respect of the Grant Funding Agreement, all payments shall be deemed to be inclusive of all VAT and the Authority shall not be obliged to pay any additional amount by way of VAT.
- 31.2 Should the Grant Recipient wish to deliver some or all of their WorkWell service through a Delivery Partner they will need to make their own assessment as to whether that Delivery Partner would be eligible to charge VAT and if so, whether the Grant Recipient can reclaim this VAT from HMRC. If VAT is incurred and cannot be reclaimed, the Grant Recipient would be expected to cover this cost within their Maximum Quarterly Funding.

32. Code of Conduct for Grant Recipients and Branding Manual

32.1 The Grant Recipient:

- 32.1.1 acknowledges that by signing the Grant Funding Agreement it agrees to take account of the Code of Conduct, which includes ensuring that its Representatives undertake their duties in a manner consistent with the principles set out in the Code of Conduct.
- 32.1.2 shall immediately notify the Authority if it becomes aware of any actual or suspected breaches of the principles outlined in the Code of Conduct.
- 32.1.3 acknowledges that a failure to notify the Authority of an actual or suspected breach of the Code of Conduct may result in the Authority immediately suspending the Grant funding, terminating the Grant Funding Agreement and/or taking action to recover some or all of the funds paid to the Grant Recipient as a civil debt in accordance with paragraph 26.4.3.

32.2 The Grant Recipient shall at all times during and following the end of the Funding Period:

- 32.2.1 comply with requirements of the [Branding Manual](#) in relation to the Funded Activities; and
- 32.2.2 cease use of the Funded by UK Government logo on demand if directed to do so by the Authority.

33. Notices

- 33.1 All notices and other communications in relation to the Grant Funding 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 in Annex 7 or otherwise notified in writing. All notices and other communications must be marked for the attention of the contact specified in Annex 7 (Contact Details). 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.

34. Governing Law

34.1 These Conditions will be governed by and construed in accordance with the law of England and Wales and the Parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

35. Changes to the Grant Conditions

35.1 Either Party can request a variation to the Grant Conditions. Any such variation is only effective if agreed in writing and signed by authorised representatives of both Parties. The Authority is not required to accept a variation request made by the Grant Recipient.

Annex 1: The Grant Application

[To include Vanguard's Application]

Annex 2 – The Funded Activities

1. Background/Purpose of the Grant

- 1.1 Across 2024/25 and 2025/26, around £57 million is planned to be made available through a grants competition for approximately 15 areas to design and deliver WorkWell across both financial years.
- 1.2 A WorkWell will provide evidence-based, low intensity work and health assessments that support individuals with their low-level occupational health needs and to overcome barriers to work.
- 1.3 WorkWell will prioritise intervening at the earliest possible point, as evidence shows this is the most effective way of helping people to stay in work or go back to work. As a result, it is expected that the majority of people who will benefit from WorkWell are those in work with health barriers putting their work at risk, and those recently unemployed with health conditions. The service will also, crucially, sit at the heart of the local work and health system, connecting together the wider support and services available to meet participants' needs.

2. Aims and Objectives of Funded Activities

2.1 Objective One: Deliver a holistic work and health service –

- Vanguards (as defined in the WorkWell Grant Guidance) will design and deliver an early-intervention work and health assessment.
- It will provide participants with light-touch holistic support for their health-related barriers to employment and a single joined-up view and pathway into services that are available locally to tackle their specific needs.

2.2 Objective Two: Take forward an integrated work and health strategy

- A key objective of the WorkWell programme is to support and drive a strategic approach to integrating work and health service at place level. Vanguards will need to develop work and health strategies to achieve this or build on existing work and health strategies where they are already in place.
- As part of this, Vanguards will be expected to understand the extent of cross-system working already in place in their geography and demonstrate how they will build on existing services.

2.3 Objective Three: Be part of a national learning programme –

- WorkWell will also drive a programme of national and regional cross-system learning, growing out of the WorkWell National Support Offer (as defined in the WorkWell [Grant Guidance](#)), to provide a bank of delivery experience and expertise that ensures all areas can benefit from the pilot.

- Vanguard Partnerships (As defined in the WorkWell [Grant Guidance](#)) need to commit to working with the National Support Offer team and to being part of a regional/national learning network to share good practice.

3. Funded Activities

Strategy

- 3.1 WorkWell Vanguards will be funded to establish or enhance integrated work and health strategies, which will include:
- 3.1.1 Understanding the work and health needs of disabled people and people with health conditions in the Vanguard Area (as defined in the WorkWell Grant Guidance).
 - 3.1.2 Understanding the extent of cross-system working already in place.
 - 3.1.3 Mapping existing work and health services, identifying any gaps in services, and identifying how they will build on existing provision.
 - 3.1.4 Engaging with all tiers of Local Authorities, NHS, Jobcentre Plus, local employers, local authority public health services, Adult Social Care, Voluntary and Community Sector (VCS) services, and the communities of current or potential WorkWell participants themselves.

Design and Delivery

- 3.2 The specific design of WorkWell services will be locally determined and led; tailored to local needs. However, WorkWell services will be required to develop an early-intervention work and health assessment service which will include:
- 3.2.1 Ensuring that a participant's eligibility is checked as outlined in the Grant Guidance document.
 - 3.2.2 An evidence based, person-centred and holistic initial assessment of barriers.
 - 3.2.3 Light-touch holistic support for health-related barriers to employment.
 - 3.2.4 Provision of a single joined-up view and pathway into local services to tackle specific need.
 - 3.2.5 Ensuring multiple referral pathways into and onwards from WorkWell services across the range of partners to ensure maximum opportunities for people to engage in using WorkWell services.
 - 3.2.6 Providing all information/documentation requested by DWP for the purposes of activities undertaken by DWP to evaluate the effectiveness and success of WorkWell.
 - 3.2.7 No limit is being set centrally for the length of time that a Participant can be supported.

Engagement with the National Support Offer (NSO)

- 3.3 Vanguards will work with the NSO Team to identify and agree a bespoke package of support from low, medium to high intensity based on existing levels of system maturity to deliver on WorkWell.
- 3.4 Vanguards will proactively engage with national and regional WorkWell opportunities, evidenced by attendance from each Vanguard at workshops and learning events.
- 3.5 Vanguards will recruit one Learning and Change Manager role. This will be the main link into the wider NSO and will be an integral part of the NSO. They will be a 1 Full Time Equivalent senior management role, ideally Agenda for Change Band 8b and will be funded from the “Leadership and Management Funding”
- 3.6 Specific actions for the Learning and Change Manager role will include:
 - 3.6.1 Facilitating NHS and wider partner engagement.
 - 3.6.2 Internal and external communications to gain the support of partners and stakeholders to WorkWell.
 - 3.6.3 Leading on inter-agency training and capability building for work and health support within the partnership.
 - 3.6.4 Working across the local system to facilitate the maximisation of referrals.
 - 3.6.5 Working with the NSO team to develop and enable cross-system learning and change.
 - 3.6.6 Establishing strong working relationships with the NSO team and the NSO regional advisor.

Management Information and Evaluation

- 3.7 Vanguards will be required to report on the delivery of WorkWell where appropriate. This includes at least quarterly monitoring and reporting of agreed outcome measures and performance.
- 3.8 Vanguards will be required to collect MI to support WorkWell Grant payments and validation of payment.

Annex 3 – Payment Schedule

Instalment Period	Grant Claim Deadline	DWP Payment	Maximum Amount payable by DWP (period splits will be determined once Delivery Plan approved)
April – June 2024	07/08/2024	September 2024	[£]
July - September 2024	07/11/2024	December 2024	[£]
October – December 2024	07/02/2025	March 2025	[£]
January – March 2025	07/05/2025	June 2025	[£]
April – June 2025	07/08/2025	September 2025	[£]
July – September 2025	07/11/2025	December 2025	[£]
October – December 2025	06/02/2026	March 2026	[£]
January – March 2026	07/05/2026	June 2026	[£]
Total:			[£]

Approved Match Funding

GRANT FUNDING PERIOD	TOTAL MATCH FUNDING RECEIVED	MATCH FUNDING PAYMENT DATE
Year 1		
Year 2		
Year 3		

Annex 4 – Grant Recipient Bank Details

Part 1: Grant recipient details

<p>Name of Main Grant Holder</p> <input style="width: 100%; height: 30px;" type="text"/> <p>Grant Determination number</p> <input style="width: 100%; height: 30px;" type="text"/> <p>Grant name</p> <input style="width: 100%; height: 30px;" type="text"/>	<p>Address of Grant Holder</p> <div style="border: 1px solid black; height: 100px; width: 100%;"></div> <p>Postcode:</p> <p>Contact telephone number</p> <input style="width: 100%; height: 20px;" type="text"/>
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Part 2: Bank details

Bank / Building Society name

<p>Branch name</p> <input style="width: 100%; height: 30px;" type="text"/> <p>Account name</p> <input style="width: 100%; height: 30px;" type="text"/> <p>Account number</p> <input style="width: 100%; height: 30px;" type="text"/> <p>Bank sort code</p> <input style="width: 20px; height: 20px;" type="text"/> - <input style="width: 20px; height: 20px;" type="text"/> - <input style="width: 20px; height: 20px;" type="text"/> <p>Building Society roll number</p> <input style="width: 100%; height: 30px;" type="text"/>	<p>Account type</p> <input style="width: 100%; height: 30px;" type="text"/> <p>Branch address</p> <div style="border: 1px solid black; height: 40px; width: 100%;"></div>
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Send our remittance advice via email

Part 3: Address for remittance advice

Choose one method only

Send our remittance advice by post **Postal address (if different from Part 1)**

Postcode

Send our remittance advice via email

Part 4: Authorised signatories

The names and specimen signatures of people authorised to sign claim forms on behalf of the person who signed the Grant Funding Agreement are shown below. These signatures are binding on this organisation in respect of the Agreement.

Name	Name
<input type="text"/>	<input type="text"/>
Position in the organisation	Position in the organisation
<input type="text"/>	<input type="text"/>
Signature	Signature
<input type="text"/>	<input type="text"/>
Date	Date
<input type="text"/>	<input type="text"/>

Part 5: Grant recipient declaration

To be completed by the person who signed the Grant Funding Agreement

I certify that the information given on this form is correct.

I agree that following discussions, any overpayments can be automatically recovered from future payments.

Name	Signature (<i>the person who signed the agreement</i>)
<input type="text"/>	<input type="text"/>
Date	
<input type="text"/>	

Return this form to the address indicated in the Grant Funding Agreement.

General Data Protection Regulation (2018): The information on this form will be recorded on the Authority's computer system. The information provided will be used for paying your fees and will not be passed to anyone outside of the Authority without the permission of the Grant Recipient.

Annex 5 – Eligible Expenditure Schedule Template

[Note: A template will be included in the final version of this document shared with successful Vanguards. This will be used by Grant Recipients to make their quarterly Grant Claims.]

Annex 6 – Agreed Performance Metrics and Outcomes

The Grant Recipient is required to achieve the following milestones/performance measures and outcomes in connection with the Grant:

Agreed Performance Measures

1. Profiled number of WorkWell Starts
2. Quality of Service – The Quality of Service will be assessed using the proxy measure of satisfaction scores obtained from participants and stakeholders of the WorkWell Programme.

KPI/Milestone measured Year 1	Measure	Frequency (annually/quarterly/monthly/other)
Year 2		

*[*Specific milestones will be agreed with successful vanguards.]*

ANNEX 7 – CONTACT DETAILS

The main departmental contact in connection with the Grant is:

Name of contact	[REDACTED]
Position in organisation	[REDACTED]
Email address	[REDACTED]
Telephone number	[REDACTED]
Fax number	[REDACTED]
Postal address	[REDACTED]

This information is correct at the date of the Grant Funding Agreement. The Authority will send you a revised contact sheet if any of the details changes.

The Grant Recipient's main contact in connection with the Grant Funding Agreement is:

Reference	
Organisation	[REDACTED]
Name of contact	[REDACTED]
Position in organisation	[REDACTED]
Email address	[REDACTED]
Telephone number	[REDACTED]
Fax number	[REDACTED]
Postal address	[REDACTED]

Please inform the Authority if the Grant Recipient's main contact changes.

Annex 8 - Part 1: Data Protection Provisions

DATA PROTECTION LEGISLATION PARAGRAPH DEFINITIONS:

Where they appear in this Annex 8:

Data Subject: has the meaning given in the DPA 2018.

Data Protection Impact Assessment: an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.

Data Loss Event: any event that results, or may result, in unauthorised access to Personal Data held by the Processor under these Conditions, and/or actual or potential loss and/or destruction of Personal Data in breach of these Conditions, including any Personal Data Breach.

Data Subject Request: a request made by, or on behalf of, a data subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.

Personal Data Breach: has the meaning given in the UK GDPR or the EU GDPR as the context requires.

Processor Personnel: means all directors, officers, employees, agents, consultants and Recipients of the Processor and/or of any sub-processor engaged in the performance of its obligations under these Conditions.

Protective Measures: appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it.

Sub-processor: any Third Party appointed to process Personal Data on behalf of that Processor related to these Conditions.

Annex 8 – Part 2: Annex for Independent Controller

1. The Parties acknowledge that for the purpose of Data Protection Legislation the Grant Recipient is the Controller of any Personal Data processed by it pursuant to the Funded Activities. To the extent that the Grant Recipient and the Authority share any Personal Data for the purposes specified in paragraph 4 of this Annex, the Parties acknowledge that they are each separate Independent Controllers in respect of such data.
2. The Grant Recipient shall (and shall procure that any of its Representatives shall) adhere to all applicable provisions of the Data Protection Legislation and not put the Authority in breach of the Data Protection Legislation.
3. On request from the Authority, the Grant Recipient will provide the Authority with all such relevant documents and information relating to the Grant Recipient's data protection policies and procedures as the Authority may reasonably require.
4. Subject to paragraph 6 of this Annex, the Grant Recipient agrees that the Authority and its Representatives may use Personal Data which the Grant Recipient provides about its staff and partners involved in the Funded Activities to exercise the Authority's rights under the Grant Funding Agreement and or to administer the Grant or associated activities. Furthermore, the Authority agrees that the Grant Recipient and its Representatives may use Personal Data which the Authority provides about its staff involved in the Funded Activities to manage its relationship with the Authority.
5. The Grant Recipient agrees that the Authority may share details of the Grant, including the name of the Grant Recipient's organisation, with the UK Government and that these details may appear on the Government Grants Information System database which is available for search by other funders.
6. The Authority and the Grant Recipient shall only provide Personal Data to each other:
 - (a) to the extent required in connection with the Funded Activities;
 - (b) in compliance with the Data Protection Legislation (including by ensuring all required fair processing information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the UK GDPR); and
 - (c) where the Personal Data is subject to UK GDPR and where the provision of Personal Data from one Party to another involves transfer of such data to outside the UK, if the prior written consent of the non-transferring Party has been obtained and the following conditions are fulfilled:
 - (i) the transfer is in accordance with Article 45 of the UK GDPR or Section 17A of the DPA 2018; or

- (ii) the transferring Party has provided appropriate safeguards in relation to the transfer (whether in accordance with Article 46 of the UK GDPR or DPA 2018 section 17C) as determined by the non-transferring Party which could include the International Data Transfer Agreement or International Data Transfer Agreement Addendum to the European Commission's Standard Contractual Clauses as published by the Information Commissioner's Office as well as any additional measures determined by the non-transferring Party;
 - (iii) the Data Subject has enforceable rights and effective legal remedies;
 - (iv) the transferring Party complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the non-transferring Party in meeting its obligations); and
 - (v) the transferring Party complies with any reasonable instructions notified to it in advance by the non-transferring Party with respect to the processing of the Personal Data;
- (d) where the Personal Data is subject to EU GDPR and where the provision of Personal Data from one Party to another involves transfer of such data to outside the EU, if the prior written consent of the non-transferring Party has been obtained and the following conditions are fulfilled:
- (i) the transfer is in accordance with Article 45 of the EU GDPR; or
 - (ii) the transferring Party has provided appropriate safeguards in relation to the transfer in accordance with Article 46 of the EU GDPR as determined by the non-transferring Party which could include relevant parties entering into Standard Contractual Clauses in the European Commission's decision 2021/914/EU or such updated version of such Standard Contractual Clauses as are published from time to time as well as any additional measures determined by the non-transferring Party;
 - (iii) the Data Subject has enforceable rights and effective legal remedies;
 - (iv) the transferring Party complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the non-transferring Party in meeting its obligations); and
 - (v) the transferring Party complies with any reasonable instructions notified to it in advance by the non-transferring Party with respect to the processing of the Personal Data; and
- (e) where it has recorded any such transfer in Part 1A.

7. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the UK GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the UK GDPR.
8. A Party Processing Personal Data for the purposes of the Grant Funding Agreement shall maintain a record of its Processing activities in accordance with Article 30 UK GDPR and shall make the record available to the other Party upon reasonable request.
9. Where a Party (the "**Data Receiving Party**") receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data shared pursuant to this Grant Funding Agreement:
 - a) the other Party shall provide any information and/or assistance as reasonably requested by the Data Receiving Party to help it respond to the request or correspondence, at the Data Receiving Party's cost; or
 - b) where the request or correspondence is directed to the other party and/or relates to the other Party's Processing of the Personal Data, the Data Receiving Party will:
 - (i) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and
 - (ii) provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.
10. Each Party shall promptly notify the other upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to this Grant Funding Agreement and shall:
 - a) do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Data Breach;
 - b) implement any measures necessary to restore the security of any compromised Personal Data;
 - c) work with the other Party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and

- d) not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.
11. Without limiting any other provision of this Annex 8, Part 3, each of the Parties shall, on request, provide such information and assistance as is reasonably requested by the other Party to assist the other Party in complying with the Data Protection Legislation in respect of the Personal Data.
 12. The Authority and the Grant Recipient shall not retain or process Personal Data for longer than is necessary to perform the respective obligations under this Grant Funding Agreement which is specified in Part 1A of this Annex 8
 13. The Grant Recipient will notify the Authority of any change to its constitution, legal form, membership structure (if applicable) or ownership, and of any complaint or investigation by any regulatory body or the police into its activities or those of its staff or officers or volunteers.
 14. The Parties shall be responsible for their own compliance with Articles 13 and 14 of the UK GDPR in respect of the processing of Personal Data for the purposes of the Grant Funding Agreement.
 15. A Party processing Personal Data in connection with the Grant Funding Agreement shall maintain a record of its processing activities in accordance with Article 30 of the UK GDPR and shall make the record available to the other Party upon reasonable request.

Annex 8 – Part 3: Data Sharing Agreement

[Note: Successful Vanguard's will be required to sign a Data Sharing Agreement with DWP. A copy of this agreement will be included in the final version of this document shared with successful Vanguard's.]

Annex 9 – Exit

1. The following definitions shall apply in addition to the definitions contained in paragraph 3.1 of these Conditions (Definitions):

“Exit Plan” means the plan prepared and submitted by the Grant Recipient to the Authority to enable the smooth closure of transfer of the Funded Activities to the Authority or successor of the Grant Recipient.

General

2. The Grant Recipient will prepare an Exit Plan within the first three months of the Grant Funding Agreement to allow the smooth closure of the Funded Activities.
3. Where the Authority intends to continue the operation of the Funded Activities in broadly the same way after expiry or termination of the Grant Funding Agreement, either by performing them itself or by means of a successor, The Grant Recipient shall endeavour to ensure the smooth and orderly transition of the Funded Activities and shall co-operate with the Authority or the successor, as the case may be, in order to achieve such transition.
4. When such endeavours and co-operation are outside the scope of the Grant, the Grant Recipient shall provide quotations for reasonable charges associated with providing such assistance and the Authority shall pay such reasonable charges.
5. The Grant Recipient will comply with any reasonable request of the Authority for information relating to the performance of the Funded Activities.

Exit Planning

6. The Grant Recipient will, in conjunction with the Authority, maintain, and as necessary update, the Exit Plan throughout the Funding Period so that it can be implemented immediately, if required. From time-to-time either the Authority or the Grant Recipient may instigate a review of the Exit Plan.
7. The Grant Recipient will co-operate with all reasonable requests made by either the Authority or a successor body relating to exit transition arrangements for the Funded Activities.

Assistance

8. The Grant Recipient will use all reasonable endeavours to ensure that a transition of responsibility for the delivery of the Funded Activities to the successor body or the Authority, as the case may be, minimises any detrimental

effect on the delivery of the Funded Activities and the Authority will use all reasonable endeavours to co-operate in such transfer.

Assets Register

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

Documentation and Access

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

Transfer Support Activities

13. The Grant Recipient shall co-operate with all reasonable requests made by either the Authority or a successor relating to the Funded Activities transition arrangements. The Authority and the Grant Recipient shall discuss the implementation plan for the transition of the activities to either the Authority or a Successor body.

