



## Grant Terms and Conditions for Awards

Any offer of a Grant award from Chelsea and Westminster Health Charity, "CW+" is subject to these *Terms and Conditions*. By accepting the award offered, the Award Holder agrees to be bound by these terms and conditions, and also agrees that in the event of a breach of the terms, CW+ will be entitled to withdraw the award and require repayment of the Grant award.

When any grant award is funded jointly by CW+ and The Friends of Chelsea and Westminster Charity, both of these charities will be represented as 'Charity' or 'CW+' within these Terms and Conditions.

### 1 Definitions

**(a)** 'Award' means the award described in the Award Offer Letter made by CW+ to the Award Holder for the purposes of the Award Project; it includes grants, loans or other investment by CW+ to carry out activity in support of its charitable purposes;

**(b)** the 'Award Project' means the purpose and/or activities for which the Award is made as set out in the Award Offer Letter (including services, care, treatment and the purpose and operation of facilities and equipment);

**(c)** the 'Award Holder' means the Project lead and their employing body named in the Award Offer Letter as the body responsible for administering the Award;

**(d)** the 'Award Offer Letter' means the letter from CW+ to the Award Holder specifying the amount of the Award and the terms and conditions that apply to the Award.

### 2 Information requirements

The Award Holder will provide the following assurances to the CW+ Grants team which must be confirmed in writing by an authorised member of the Award Holder's controlling body:

**(a)** it has provided adequate evidence that the appropriate infrastructure and resources will be made available for the purposes of the Award Project;

**(b)** it has provided adequate and appropriate information on how the Award Project will be supported following the end of the Award, or explained adequately why ongoing funding will not be required to support the Award Project.

**(c)** it has provided adequate and appropriate information on how the Award project outcomes will be followed up and relevant impact data will be shared with CW+ as agreed in the Award Offer Letter

### 3 Responsibility for and use of the award

**(a)** The Award Holder confirms that the Award will be used only for the purposes of the Award Project as defined in the grant application.

**(b)** The offer of an award for purposes which consist of or include the payment of any salary in connection with, or in support of, the Award Project does not imply that CW+ takes upon itself any of the responsibilities of an employer or is to be regarded as such. Accordingly, the Award Holder:

- undertakes full responsibility for the Award Project and for the employment of any person in connection with the project (including ensuring that such persons are issued with a contract of employment that is in compliance with relevant laws and regulations).
- undertakes full responsibility for ensuring the Award Project is operated in a competent and safe manner and that any person or patient who participates in, is treated under, or is the subject of the Award Project, is properly advised and forewarned of any risk to health.



**(c)** At all times during the course of the Award Project, the Award Holder will maintain adequate insurance, including but without limitation for fire, theft and mechanical breakdown in respect of:

- any equipment and facilities purchased and/or operated with the benefit of the Award;
- any risk or injury to health which occurs by reason of the Award Project whether to the Award Holder itself or its servants, agents, volunteers or employees or any other person or party including in particular any subject or patient of the Award Project.

**(d)** Equipment funded by the Award is to be used by the Award Holder specifically for the purpose stated in the application. Written permission from CW+ must be obtained to use the equipment for any other purpose (including to charge, hire, lend or dispose of it).

**(e)** With regards to the Award and the Award Project it relates to, irrespectively of project nature or goal, it is the responsibility of the Award Holder to assure:

- (i) clear visibility of Project scope and outcomes by all relevant Trust stakeholders;
- (ii) understanding of any other Trust initiatives that might relate, be dependent on or affected by the awarded work;
- (iii) compliance with relevant internal procedures or regulations including but not limited to Health and Safety, Information Governance, Finance and Procurement;
- (iv) substantiated and timely collection and sharing of agreed project impact data with CW+.

## 4 Administration

**(a)** The Award must be claimed by submitting an invoice or claim form (available from CW+) with supporting evidence of expenditure. Funds can only be claimed once all conditions under which the Award was made (including but without limitation, those contained within these Terms and Conditions and within the Award Offer Letter) have been fulfilled, including confirmation of an agreed timetable and reporting schedule for the Award Project.

**(b)** Where the Award Project is anticipated to continue for more than one year, it will be subject to the fulfilment of certain specific conditions and/or submission of a 6 monthly progress report which demonstrates that appropriate progress has been made in accordance with clause 6 (c) below.

**(c)** The Award must be activated within 6 months of the date of the Award Offer Letter. Only in exceptional circumstances will CW+ consider deferring the Award beyond 6 months.

**(d)** In the event of any significant alteration to the Award Project (including to the project timetable):

- the Award Holder will inform CW+ as soon as reasonably practicable and submit any request to alter the Award Project in writing;
- at CW+ discretion, the Award may either be withdrawn or varied;
- any letter or electronic communication agreeing to such variation shall constitute an amendment to the Award Offer Letter;
- in appropriate circumstances the Award Holder may be required to resubmit a new application to justify the continuation of the Award.

**(e)** The Award Holder must inform CW+ without delay of any change of its status which may affect its ability to comply with these Terms and Conditions.

**(f)** The Award Holder must inform CW+ of any change in Award Holder and Project lead prior to that change.

**(g)** Any expenditure incurred by the Award Holder over and above the Award will not be reimbursed by CW+.

## 5 Audit

**(a)** CW+ has the right at any time, at its discretion and expense (either directly or via third parties engaged by it) to audit the Award, the income and expenditure relating to the Award Project, and/or the systems used to administer the award. Where



elements of expenditure under the Award have been subcontracted, the Award Holder must ensure that CW+'s right to audit extends to any such subcontractor in relation to the Award Project.

**(b)** To facilitate audit processes a separate accounting cost code specific to the Award shall be maintained by the Award Holder and all costs and income properly relating to the Award shall be accounted for through that cost code. The Award Holder should ensure that appropriate records are kept to support the entries made on the cost code.

**(c)** The Award Holder must ensure that the control of expenditure to be funded under the Award is governed by its normal standards and procedures and is covered by any formal audit arrangements that exist.

**(d)** CW+ has the right to request from the Award Holder at any time any financial information relating to the Award Project; and to ask for confirmation from the Award Holder's external auditor:

- that the external auditor has signed their opinion on the annual accounts of the Award Holder without qualification; and
- that any management letter from the auditors raises no matters that did or could significantly affect the administration of the Award. If the auditors have raised any such matters in their management letter, CW+ may require the Award Holder to provide it with relevant extracts from the letter.

## 6 Monitoring and Reporting

**(a)** During the period of the Award, the Award Holder will permit representatives of CW+ to visit the Award Project.

**(b)** The Award Holder will be required to provide progress and final reports as reasonably required by CW+ and as appropriate to the individual Award Project. The impact goals and associated timelines agreed for the project within the Award Offer Letter shall form the core of this reporting.

**(c)** Where the Award Project is anticipated to continue for more than one year, the second year's or subsequent payments of the Award will not be made unless and until the Award Holder has submitted a 6 monthly and annual progress report demonstrating that appropriate progress has been made on the Award Project against the terms of the original award, and details (where appropriate) of any other funds obtained from third party sources and applied to the same project.

**(d)** Subject to consideration of the annual report, CW+ may, before making any subsequent payment, require consideration of the results of a monitoring visit.

**(e)** CW+ in its absolute discretion reserves the right, following consideration of the annual progress report and of any monitoring visit, to terminate the Award or to withhold payment of the Award upon such terms or conditions as they shall think fit in the circumstances.

## 7 Publication and Publicity

During the period of the award, the Award Holder will:

**(a)** consult with CW+ on the degree to which material published in relation to the Award Project names and associates CW+ with the project;

**(b)** at all times permit CW+ to publish material which associates it with the Award Project and identifies the general nature of the project;

**(c)** permit CW+ to receive appropriate acknowledgement and, if required, recognition in respect of the Award Project and successful results and/or publications/outputs or outcomes arising from it;

**(d)** consult with CW+ on press statements or publicity that may be issued about the Award Project.

In addition, CW+ in its absolute discretion reserves the right to display its corporate logo on any digital or printed collateral associated with the award, where applicable and appropriate. This may include (but is not limited to) printed posters or leaflets, event displays, clothing, apps, and webpages. Such use of the CW+ corporate logo will be subject to approval from the Director of Communications and Marketing and the appropriate logo will be supplied by the CW+ Communications and Marketing Team.



## 8 Data Protection

(a) CW+ Personal data (as defined in the Data Protection Act 1998) will be kept in accordance with the principles and provisions set out in that Act.

(b) Information (including personal data) supplied in respect of an award application and any award subsequently awarded may be recorded and used to manage and analyse applications and awards, and may be kept during the life of the Award and for so long thereafter as may be required for reference purposes.

(c) Copies of some or all of this information (including personal data) may be given to individuals and/or organisations consulted by CW+ when assessing applications and monitoring awards and to CW+ accountants for audit purposes.

### The Award Holder

The Award Holder will ensure that it (and any of its assignees, subcontractors or representatives) will at all times:

- (i) comply with the principles and provisions of the *Data Protection Act 1998*; and
- (ii) have appropriate operational and technical processes and procedures in place to safeguard against any unauthorised access, loss, destruction, theft, use or disclosure of any personal data relating to the Award Project.
- (iii) have informed Trust Information Governance Stakeholders, are compliant with relevant Trust requirements and have obtained permission to proceed with the project accordingly
- (iv) it is explicitly noted that Award Projects that relate to Trust, Staff and/or patient data of any nature and in any way, will require approval from relevant Trust bodies.

## 9 Intellectual property

(a) Definitions:

(i) The 'Intellectual Property Rights' include results, discoveries and inventions, concepts and ideas whether or not patentable or otherwise registerable as an intellectual property right and all other rights in equity and law and for the avoidance of doubt includes copyright, design right, confidential information, know how and trade secrets.

(ii) An invention 'issues from' the Award Project if it is conceived, first reduced to practice, or developed, in whole or in substantial and identifiable part in the course of the Award Project.

(b) The Charity requires that Intellectual Property Rights created as a result of the Award Project (where commercially worthwhile) be protected and exploited.

(c) The Award Holder must inform CW+ where there is potential for exploitation of the Intellectual Property Rights.

(d) CW+ reserves the right to require the Award Holder to enter into an Intellectual Property agreement with the organisation defining issues of protection and exploitation and the arrangements for sharing income with CW+ in the event that commercial income is generated. Any such agreement will be in line with current Association of Medical Research Charities (AMRC) guidelines.

## 10 Health and Safety

The Award Holder is responsible for ensuring that a safe working environment is provided for all individuals associated with the Award Project. Its approach and policy on health and safety matters must meet all regulatory and legislative requirements and be consistent with best practice recommended by the Health & Safety Executive.

## 11 Variation and Termination

(a) CW+ reserves the right to amend these Terms & Conditions, and any terms and conditions included in the Award Offer Letter. CW+ will publish any change to the Terms & Conditions or the Award Making Policy on its website.

(b) In the event of any conflict between the provisions of these Terms & Conditions as amended from time to time, and those of the Award Offer Letter, the provisions of the Award Offer Letter will take precedence.



**(c)** In the event of a breach of these terms and conditions, CW+ reserves the right to withdraw the Award and to require the repayment of all or any unspent portion of the Award.