

Karla Banfield
Market and Business Partnerships Manager
Karla.Banfield@nottinghamcity.gov.uk

23 November 2018

Dear Karla

Grant Funding Agreement

Social Care Digital Innovation Programme – Implementation Phase

This Grant Funding Letter ('GFL') sets out the grant funding offered by the Improvement and Development Agency for Local Government (IDeA), a company limited by guarantee but with no share capital registered in England and Wales with company registration 3675577, whose registered office is at 18 Smith Square, London, SW1P 3HZ to Nottingham City Council whose offices are located at Loxley House, Station St, Nottingham NG2 3NG.

Please read the conditions of grant below carefully:

Purpose of Grant

1. This grant funding is awarded in line with the project implementation plan in **Annex B**.
2. This grant must not be used for activities other than those specified in **Annex B** without the prior written consent of IDeA.

Payments and Duration of Grant Funding

3. This grant funding must be spent in accordance with the agreed indicative outline costs set out in **Annex B**, unless otherwise approved by IDeA in writing. The grant funding will be paid in two payments. The first payment of £25,650 (inclusive of NCAS attendance costs of £650) will be on receipt of the signed and completed Grant Agreement and attendance at the kick-off event on 19 November 2018. The second payment of £25,000 will be paid in January 2018, upon confirmation completion of the progress report.
4. The grant funding covered by this letter expires on 31st March 2019. The IDeA makes no commitment to extending or continuing to provide financial support after this date. Unless otherwise agreed in writing at the sole discretion of the IDeA any unspent funding must be returned to the IDeA immediately but in any event no later than 1 April 2019.

Reporting Requirements

5. At least two members of the project team must attend a Discovery phase kick-

off event on Monday 19 November 2018.

6. A short progress report is required by 25 January 2019 to be published on the LGA website of no more than three sides.
7. The council to host a mid-implementation visit between 25 January and 8 February 2019.
8. Two of the following should be completed by 22 March 2019:
 - a. end of implementation phase report (no more than six sides)
 - b. user case study or a project video
9. The Council will host an event between March and July for other Councils to learn more about what has been produced through the implementation phase.
10. A blog will be published between April and September 2019 at an agreed date prior to a webinar. A webinar about the project will be held between April and September 2019 hosted by the LGA but involving a presentation on lessons learned by the project lead.
11. The Council is expected to support an evaluation work undertaken by IDeA and the evaluation partner. This will include at least two facilitated phone calls.
12. Local authorities should include the following statement in all communications about the programme:

“The Social Care Digital Innovation Programme (SCDIP) supports the adult social care sector to use digital technology to respond to challenges in local areas. The programme is funded by NHS Digital and managed by the LGA. It is intended to enhance direct practice, improve information sharing and enable integration.”

Complying with new Government policies

13. This grant is provided on the strict understanding that none of this money is to be used for marketing or advertising save for activities not prohibited under sub clause mm of the Conditions of Grant.

Signifying acceptance

14. Please signify your acceptance of this offer and the Conditions of Grant by completing and signing the signatory part on page 3 of this GFA and the duplicate. One copy of the letter should be retained by the Council and the other returned to Ed Humphreys at socialcaredigital@local.gov.uk. On completion of the work of the project specified in **Annex B** please complete and return **Annex A**.

For the avoidance of doubt this grant payment in no way creates any employment relationship or obligations on the IDeA.

Ed Humphreys


Senior Adviser - Care and Health Improvement Programme
Local Government Association

Social Care Digital Innovation Programme

Delivering Social Care in a Digital Age

Acceptance of Grant

We have read and understand all the Conditions of this offer and formally accept them on behalf of:

Signed by person authorised to sign on behalf of Local Government Improvement and Development Agency (IDeA)	
Date	5 November 2018
Signature	
Name (please print)	Andrew Hughes
Position in IDeA	Head of Care and Health Improvement Programme

Signed by a person authorised to sign on behalf of Nottingham City Council	
Date	
Signature	
Name (please print)	
Name of organisation	Nottingham City Council
Position in organisation	

Principal contacts	IDeA	The Council
Contact name	Ed Humphreys	Karla Banfield
Position	Senior Adviser Care and Health Improvement Programme	Market and Business Partnerships Manager
Telephone no.	07554 334876	0115 8764796
Email	Ed.humphreys@local.gov.uk	MBP@nottinghamcity.gov.uk
Address	Local Government Association 18 Smith Square London SW1P 3HZ	Loxley House Station St Nottingham NG2 3NG

CONDITIONS OF GRANT

Definitions:

In these Conditions of Grant the following terms have the meaning given below:

“**Accountable Body**”: means Nottingham City Council

“**Data Protection Legislation**”: means the Data Protection Act 2018 and the GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and any successor legislation to the GDPR or the Data Protection Act 2018.

“**Personal Data and/or Sensitive Personal Data**”: means as defined under the GDPR, “**Special Categories of Personal Data**”.

“**Funding period**”: means 5 November 2018 to 31 March 2019

“**GDPR**”: means the General Data Protection Regulation ((EU) 2016/679).

“**IDeA**”: means the Improvement and Development Agency for Local Government a Company wholly owned by the Local Government Agency (LGA), established for the delivery of its sector-led improvement and support services to Local Government.

“**the Project**”: means the activities, delivery, outputs and outcomes set out in the Recipient’s project implantation plan – developing a portal for social workers to set and monitor service user outcomes with social care provider then bidding to deliver outcomes and reporting against them - attached at **Annex B**;

“**The Recipient**”: means Nottingham City Council who have applied for grant funding of £50,650 from the IDeA’s Social Care Digital Innovation Programme to support the Project.

Specific Conditions of Grant

- a) The parties acknowledge that this grant is made pursuant to the project specified in **Annex B** for use in, or in connection with, promoting or facilitating productivity gains by a best value authority or best value authorities.
- b) All expenditure must relate directly to the work schedules set out under **Annex B**. At least one meeting will be held between the Principal Contact for the Recipient and a representative of IDeA for monitoring purposes during the funding period.

Payment Arrangements

- c) The maximum amount of grant payable under this Agreement is £50,650. The grant will be paid in two instalments of £25,650 and £25,000 for the period up to and including 31 March 2019
- d) The first payment will be made by IDeA within 14 working days of the receipt of a signed and completed Grant Agreement after attendance at the kick-off event on 19 November 2018
- e) Not Used.
- f) Subject to paragraphs h-j inclusive below, eligible expenditure consists of payments by the Recipient during the funding period for the purposes of the Project. Eligible

expenditure is net of VAT recoverable by the Recipient from HM Revenue & Customs, and gross of irrecoverable VAT.

- g) Not Used.
- h) The Recipient must not deliberately incur liabilities for eligible expenditure before there is an operational need for it to do so. Expenditure shall be said to have taken place where goods and services have been satisfactorily delivered.
- i) Not Used
- j) If the Recipient incurs any of the following costs, they must be excluded from eligible expenditure:
 - i) activities of a political or exclusively religious nature;
 - ii) goods or services that the Recipient has a statutory duty to provide;
 - iii) payments reimbursed or to be reimbursed by other public or private sector grants;
 - iv) contributions in kind;
 - v) depreciation, amortisation or impairment of fixed assets owned by the Recipient;
 - vi) interest payments (including service charge payments for finance leases);
 - vii) gifts to individuals other than promotional items with a value no more than £10 a year to any one individual;
 - viii) entertaining (entertaining for this purpose means anything that would be a taxable benefit to the person being entertained, according to current UK tax regulations);
 - ix) statutory fines, criminal fines or penalties;
 - x) liabilities incurred before the issue of this funding agreement unless agreed in writing by IDeA.

Procurement of Goods and Services

- k) The Recipient shall have regard to HM Treasury guidelines in the procurement of goods and services for which it receives grant so as to secure best value for money. In particular, contracts of work, equipment stores and services etc. awarded by the Recipient shall be placed on a competitive basis unless there are good reasons to the contrary. Tendering procedures shall be in accordance with the EU Procurement

Directive and UK Procurement Regulations, where applicable, and any additional guidance issued by HM Treasury. The Recipient shall not make any advance payment, any interim payments or enter into any deferred payment arrangements without the prior written consent of IDeA.

Value for money and procurement requirements

- i) The Recipient must secure the best value for money in all purchases of goods and services made for the purposes of the Project. The Recipient must obtain quotes for the provision of all goods and services with a cost of £500 or more, and where the cost is £10,000 or more, it must, if practicable, obtain at least 3 written tenders/quotes. If this is not possible then procurement must be in accordance with the council's procurement standing orders and contract procedural rules. If required to do so by IDeA, it must produce documentary evidence of compliance with this condition.
- m) Notwithstanding paragraphs, h), i), j) and k) above, the Recipient is not prevented, on the basis of an appropriate business case, from entering into arrangements with, or making payments to, any supplier or contractors instructed by the Recipient to carry out activities for this Project without obtaining multiple quotes and on the basis of a single tender. The Recipient must keep a record of all appropriate business cases.
- n) If applicable, the Recipient must take all reasonable steps to ensure that it does not incur eligible expenditure without having complied with the requirements of the EC Procurement Directives. In relation to the supply of goods and services, these requirements are implemented by the Public Contracts Regulations 2015 and are subject to thresholds specified by reference to the value of the transaction. These Regulations specify the procedures to be followed in relation to the award of public works contracts, public supply contracts and public services contracts by public bodies (called Contracting Authorities, as defined in the Regulations), and remedies for breaches of the Regulations.

Intellectual Property Rights and Branding

- o) The IDeA and the Recipient agree that all rights, title and interest in or to any information, data, reports, documents, procedures, forecasts, technology, Know-How and any other Intellectual Property Rights whatsoever owned by either the IDeA or the Recipient before the commencement of the Funding period ("Background IPR") or developed by either party during the Grant Period ("Arising IPR"), shall remain the property of that party. The Recipient agrees to grant the IDeA a perpetual, royalty-free, irrevocable, non-exclusive licence in respect of the Arising IPR created or developed by the Recipient pursuant to the Agreement in the course of carrying out the activities set out in Annex [B], during the Funding Period
 - i) Where the IDeA has provided the Recipient with any of its Intellectual Property Rights for use in connection with the Project (including without limitation its

name and logo), the Recipient shall, on termination of this Agreement, cease to use such Intellectual Property Rights immediately and shall either return or destroy such Intellectual Property Rights as requested by the IDeA.

- ii) “Intellectual Property Rights/IPR” for the purposes of this condition (o) means all intellectual property rights including (without limitation) any patent, copyright, rights in software, database right, moral right, design right, registered design, trade mark, service mark, domain name, know-how, utility model, unregistered design or where relevant any application for the same or any other such right or other industrial or intellectual property right subsisting in any part of the world created by either party.

Capital Assets

- p) If the Recipient uses the grant, or any part of it, to purchase any capital asset and that asset is disposed of, or ceases to be used by the Recipient for the provision of the work, IDeA may recover the full market value of that asset, net of any costs of disposal (if applicable). For these purposes “full market value” means (i) the value of the asset received or determined by the Recipient following its own asset disposal procedures or valuation and depreciation policy as agreed with its auditors, or (ii) in a case where the Recipient has not followed that procedure or policy, the value of the asset which the Recipient would have received or determined had it followed that procedure or policy.

Statement of Expenditure

- q) As soon as possible after the grant agreement, and not later than 31st March 2019 the Recipient must complete and submit to IDeA, a Statement of Expenditure, giving details of eligible expenditure, including all transactions during the funding period, in support of the activities set out in Annex B.

Records to be kept

- r) The Recipient must:
 - i) maintain and operate effective monitoring and financial management systems for the Project in order to control expenditure and to ensure that the costs of achieving the objectives, activities and milestones set out in the bid can be clearly identified; and
 - ii) keep a record of eligible expenditure and all income generated by the Project, and retain all accounting records relating to that expenditure and income for a period of at least six years after the end of the funding period. Accounting records include original invoices, receipts, accounts and deeds, whether in writing or electronic form. Such records must also be kept for any income generated with the help of grant. The Recipient must make these available at any reasonable time for inspection by officials from IDeA and/or the Department

or their representatives or by the Comptroller and Auditor General or his representatives.

Further Information

- s) The books and other documents and records relating to the Recipient's accounts shall be open to inspection by the Secretary of State and/or IDeA and by the Comptroller and Auditor General. The Recipient acknowledges and agrees that the Controller and Auditor General may, pursuant to Section 6 of the National Audit Act 1983, and IDeA may carry out examinations into the economy, efficiency and effectiveness with which the Recipient has used its resources in discharging its grant-aided activities.
- i) The Recipient shall provide to the Secretary of State and/or IDeA such further information and documentation as may be required by either of them for the purpose of determining whether it has complied with the grant conditions.

Financial management

- t) The Recipient shall maintain a sound system of internal financial controls, and shall require its external auditors, as part of their audit, to report on the adequacy or otherwise of that system. The Recipient shall also take adequate measures to safeguard itself against fraud and theft. All cases of fraud or theft, whether proven or suspected, must be referred to the Secretary of State, with notification to IDeA.
- u) The Recipient shall take such steps as the Secretary of State and/or IDeA may require from time to time, to satisfy them that the systems of financial and manpower control and the management and organisation of the Recipient are such as to enable it to fulfil its objectives under this grant agreement.
- v) The Recipient shall comply with the CIPFA/LASAAC Code of Practice on Local Authority Accounting in the UK 2011/12 and the Local Government Finance Act 1982.

Internal audit

- w) The Chief Executive (or equivalent) of the Recipient is responsible for ensuring that the systems governing the grant provided by IDeA are subject to independent review in order to obtain assurance of the adequacy of the system of internal control and safeguards against fraud.
- x) In deciding on the most appropriate arrangements, the Recipient will have regard to the size of the body, the level of grant, the perceived risk to the public funds provided and the cost of provision of the review service. These arrangements may be reviewed by IDeA which will take account of the objectives, standards and practices set out in the CIPFA/LASAAC Code of Practice on Local Authority Accounting in the UK 2011/12 and the Local Government Finance Act 1982.

Auditor Arrangements

- y) The Recipient on reasonable notice, without charge, will permit any official or officials of IDeA, the Department, the National Audit Office or their nominees, during usual business hours, to visit its premises and/or inspect any of its activities and/or examine and take copies of the Recipient's books of account and such other documents or records as in such officials' reasonable opinion may relate to the use and execution of the grant activities and Grant Agreement.

Third Party Contracts

- z) The recipient will ensure that any third parties or sub-contractors, adhere to the terms of this agreement as if they were a party to it.

Other Conditions

- aa) If the Recipient fails to comply with any of the conditions specified in this document, or, where IDeA is required to repay the whole or any part of the grant monies to the Department, IDeA may require the repayment of the whole or any part of the grant monies paid to the Recipient as may be determined by him and notified in writing to the Recipient. Such sums that have been notified shall immediately become repayable to IDeA, notwithstanding that, the Recipient may be indemnified against any outstanding sums already contracted and due for payment to third parties and repay the balance of such uncommitted sums to IDeA.
- bb) If the Recipient fails to comply with any of the conditions set out in this document, or following a consistent poor performance in meeting the conditions set out in this document or following a consistent poor performance in meeting the objectives of the agreed work schedule as set out under **Annex B**, IDeA may, after giving 30 days' notice, terminate the grant irrespective of 3rd Party contracts and so on.
- cc) The Recipient must:
 - i) ensure that it obtains all necessary permission and authority (whether required by legislation or otherwise) to undertake the works and activities detailed in this Grant Agreement; and
 - ii) take all reasonable steps to ensure that it and anyone acting on its behalf under the Project complies with the law for the time being in force in the United Kingdom, including, in particular (so far as binding on the Recipient), the requirements of the Health and Safety at Work Act 1974, Data Protection legislation, the Human Rights Act 1998 and the Equality Act 2010. Note: The Equality and Human Rights Commission have issued Codes of Practice giving guidance on the law relating to equal opportunities and on good practices in employment.

Conflicts of interest and financial or other irregularities

- dd) Officers, members and employees of the Recipient must be careful to avoid conflicts of interest. The Recipient must ensure compliance with formal procedures to require all such persons to declare any personal or financial interest in any matter concerning the Project and to be excluded from any discussion or decision-making relating to the matter concerned.
- ee) If the Recipient has any grounds for suspecting financial irregularity in the use of any grant paid under this Grant Agreement, it must notify IDeA immediately, explain what steps are being taken to investigate the suspicion and keep IDeA informed about the progress of the investigation. For these purposes “financial irregularity” includes fraud or other impropriety, mismanagement, and the use of grant for purposes other than the purposes of the Project.
- ff) If the Recipient fails to comply with any of the conditions of grant set out in this funding agreement, or if any of the events mentioned above occurs, or where a third party brings, or threatens to bring, a challenge under the UK Procurement Regulations, Equality Legislation, Intellectual Property claims in connection with the Project, IDeA may reduce, suspend, or withhold grant payments, or require all or any part of the grant to be repaid. The Recipient must repay any amount required to be repaid under this condition within 30 days of receiving the demand for repayment.
- gg) Not used
- hh) The events referred to **above** are as follows:
 - i) the Recipient fails to make satisfactory progress with the Project, and, in particular, with delivery or achievement of the objectives, activities and milestones set out in Annex B;
 - ii) the Recipient owes any sum to IDeA under any offer of grant or any other grant determination;
 - iii) the Recipient purports to transfer or assign any rights, interests or obligations arising under this funding agreement without the agreement in advance of IDeA;
 - iv) there is a change in control or ownership of the Recipient or of the Project or the Recipient ceases to operate or changes the nature of its operations to an extent which IDeA considers to be significant or prejudicial to the satisfactory continuance of the Project;
 - v) the Recipient is the subject of a proposal for a voluntary arrangement; or has a petition for an administration order or a winding up order brought against it; or passes a resolution to wind up; or makes any composition, arrangement, conveyance or assignment for the benefit of its creditors, or purports to do so; or is subject to the appointment of a receiver, administrator or liquidator; or is struck

from the register at the Charity Commission, or, being a company, is struck from the register at Companies House;

- vi) any information provided in the grant proposal or in any subsequent supporting correspondence is found to be incorrect or incomplete to an extent which IDeA considers to be material;
 - vii) the Recipient takes inadequate measures to investigate and resolve any reported irregularity;
 - viii) it appears to IDeA that the Recipient no longer requires grant assistance in order to carry out the Project;
 - ix) a report from the reporting accountant on a Statement Expenditure is unsatisfactory because it contains an adverse opinion, a qualified opinion or a disclaimer of opinion, to any of which the Recipient has not responded appropriately.
- ii) Where IDeA has required the Recipient to repay any amount, IDeA may recover that amount by withholding, or deducting the amount from, any sum due to the Recipient from IDeA under any offer of grant or any other grant determination.
 - jj) It is hoped that most difficulties encountered by the Recipient can be overcome with the advice and support of IDeA. In the event that it becomes necessary to take steps to enforce the terms and conditions of this funding agreement, IDeA will write to the chief executive (or equivalent) of the Recipient giving particulars of its concern about the Project or of any breach of a term or condition of the grant.
 - kk) The Recipient must act within 30 days (or earlier, depending on the severity of the problem) to address IDeA's concern or rectify the breach, and may consult IDeA or agree with it an action plan for resolving the problem. If IDeA is not satisfied with steps taken by the Recipient to address its concern or rectify the breach, it may take steps to withhold or suspend the further payment of grant, or to recover grant already paid or both

Marketing and advertising

- ll) This grant may be used for activities designed to share learning and disseminate best practice such as the holding of seminars and training sessions, the promotion of pilot schemes and the publishing and dissemination of data. For the avoidance of doubt, these activities will not fall within the prohibition on marketing or advertising set out in paragraph 9 of the Grant Letter.
- mm) Any information sharing, case studies, best practice dissemination should be shared with IDeA prior to publication. The IDeA will need to verify any publications with the project funders NHS Digital.

- nn) For the avoidance of doubt this grant funding is for the benefit of all local authorities in England and is not limited to those with membership of particular bodies.

Warranties

The Recipient warrants, undertakes and agrees that:

- it has all necessary resources and expertise to deliver the Project (assuming due receipt of the Grant);
- it shall at all times comply with all relevant legislation and all applicable codes of practice and other similar codes or recommendations, and shall notify the IDeA immediately of any significant departure from such legislation, codes or recommendations;
- it shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to employees and other persons working on the Project;
- it has and shall keep in place adequate procedures for dealing with any conflicts of interest;
- it has and shall keep in place systems to deal with the prevention of fraud and/or administrative malfunction;
- all financial and other information concerning the Recipient which has been disclosed to the IDeA is to the best of its knowledge and belief, true and accurate;
- it is not subject to any contractual or other restriction imposed by its own or any other organisation's rules or regulations or otherwise which may prevent or materially impede it from meeting its obligations in connection with the Grant;
- it is not aware of anything in its own affairs, which it has not disclosed to the IDeA or any of the IDeA's advisers, which might reasonably have influenced the decision of the IDeA to make the Grant on the terms contained in this Agreement; and
- since the date of its last accounts there has been no material change in its financial position or prospects.

Assignment

The Recipient may not, without the prior written consent of the IDeA, assign, transfer, sub-contract, or in any other way make over to any third party the benefit and/or the burden of this Agreement or, except as contemplated as part of the Project, transfer or pay to any other person any part of the Grant. If the written consent of the IDeA is provided the Recipient acknowledges and warrants that the terms contained in this grant agreement apply to any subcontractors, transferee, third party etc.

Additional Information

It is agreed that statutory and other constraints on the exchange of information will be fully respected including the requirements under Data Protection Legislation, the Freedom of Information Act 2000 (FOI) and the Environmental Information Regulations 2004 (EIR) and any amendment or successor Acts and the IDeA /LGA and the Recipient will assist one another with compliance.

The recipient acknowledges that the LGA is not a public authority as defined by the Freedom of Information Act 2000 and so is not required to comply with the obligations under the Freedom of Information Act 2000 and the Environmental Information Regulations 2004. However as part of the LGA's commitment to the principles of openness, transparency and accountability, the LGA's policy is to respond to requests for information, broadly within the spirit of the Act and the Recipient agrees to assist the IDeA /LGA in complying.

The Recipient acknowledges that the IDeA may be required under the FOIA and EIRs to disclose information without consulting or obtaining consent from the Recipient. The IDeA shall take reasonable steps to notify the Recipient of a request for information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so

Additionally, for the purposes of this grant the IDeA/ LGA shall be deemed to be bound by the Transparency code 2015. As such the recipient shall not object to the content of and details relating to this agreement being published.

Annex A

The accountable body must complete this form and return a scanned copy to:
socialcaredigitalmaturity@local.gov.uk **on completion of the project**

Project Name:

Social Care Digital Innovation Programme -

Contact name:

Telephone number:

This grant is to fund activities set out in the work schedule (Annex B to the Grant Agreement)

1. Allocation 2018/19	£50,650
2. Actual expenditure from 5 November 2018 to 31 March 2019	£
3. (Under)/Over spent for 2018/19	£
4. Amount to be returned to IDeA	£

I certify that expenditure incurred above was in accordance with the terms and conditions of the Grant Agreement to assist the work Nottingham City Council is undertaking on behalf of Local Authorities in their project specified in Annex B.

Signed by a person authorised to sign for and on behalf of the Recipient.

Date

Signature

Name (please print)

Position in organisation