

## Healthwatch B&NES Community Pot Terms and Conditions Agreement

### 1. PARTIES

This Agreement is between Healthwatch B&NES and name of organisation.

### 2. BASIC AGREEMENT

- 2.1. The grant awarded must only be used for the purposes set out in your application and contained within your Memorandum of Understanding.
- 2.2. The Community Pot project must adhere to any special conditions outlined in your offer letter.
- 2.3. The Community Pot project will research activities or groups within B&NES only, except as comparatives. Comparative groups and/or activities must be within England.
- 2.4. Depending on the type of research and analysis you propose to carry out and who you will be gathering data from, you may have to apply to the Business Intelligence Team at Bath and North East Somerset Council for approval. B&NES Council commission Healthwatch and will advise if approval is required. We will provide successful applicants with the Council's Data, Research, Analysis and Ethics Policy and recommend that the policy is read and advice sought before work on projects start. For queries please contact the Council by emailing [research@bathnes.gov.uk](mailto:research@bathnes.gov.uk) or by contacting Healthwatch on [info@healthwatchbathnes.co.uk](mailto:info@healthwatchbathnes.co.uk) or on 01225 232 401.
- 2.5. The grant will be made on the understanding that a Final project report detailing the Community Pot project will be produced with the aim of publication and distribution.
- 2.6. The grant will be made on the understanding that no grant will be paid for work carried out prior to approval of this application.
- 2.7. The Community Pot project will be completed by Monday 31 October 2021 (unless otherwise agreed with Healthwatch B&NES). There is an expectation that you will alert Healthwatch B&NES as soon as possible if the deadlines set out in your project timescale are not likely to be met. If the project deadline is not met Healthwatch B&NES may ask for some or all of the funding to be repaid. Healthwatch B&NES is a publicly funded project and is accountable to the public to highlight where and how its money is spent, including grants released through the Community Pot.
- 2.8. The Community Pot project will not make any changes to the budget or activity without written permission from Healthwatch B&NES.
- 2.9. The Community Pot project must inform Healthwatch B&NES if it receives funding from another source for the project specified. The Healthwatch B&NES Community Pot will not pay for expenses that have already been paid for or agreed to be paid by another source.

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- 2.10. Organisations in receipt of Community Pot funding will keep clear audit trails to support any grant related expenditure for seven years. These must be available to the Healthwatch B&NES on demand. Where the organisation is not in a position to keep this information it must be passed onto Healthwatch B&NES for safe keeping until the seven years has elapsed.
- 2.11. The grant is made on the understanding that the Community Pot project has the appropriate policies, procedures and insurance in place for the activities outlined in your application. Failure to have these in place may result in withdrawal of the Healthwatch B&NES Community Pot funding from the Community Pot project.
- 2.12. The grant is made for the Community Pot project and financial budgeting outlined in your application; it does not carry any commitment to future funding.
- 2.13. In the event of an underspend of the Community Pot grant, Healthwatch B&NES may require the unspent amount to be repaid in full. Unless additional activities can be agreed between the organisation and Healthwatch B&NES.

### 3. PUBLICITY ARRANGEMENTS

- 3.1. All publicity relating to the project must include the Healthwatch B&NES logo, including the Community Pot Final project report.
- 3.2. Copies of all publicity material must be retained by the project and made available to Healthwatch B&NES on request.
- 3.3. The Community Pot project should use the following statement in any written material produced about the project

*“This Community Pot project has been supported by Healthwatch B&NES Community Pot funding.”*

- 3.4. Healthwatch B&NES has the right to use information on all activities funded through the Healthwatch B&NES Community Pot in future publicity material in order to promote the scheme.

### 4. INTELLECTUAL PROPERTY (IP)

- 4.1 The default position is for the organisation to own the IP developed as part of the Community Pot project.
- 4.2 The default position is for Healthwatch B&NES to have full rights to use the IP within the remits of the Healthwatch B&NES and The Care Forum projects.

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### 5. MONITORING ARRANGEMENTS

- 5.1. Where necessary the Community Pot project will participate in progress visits and ensure the provision of the necessary evidence to draw down the funding. The Community Pot project will present an update to the Healthwatch B&NES Executive Board half-way through their project (August 2021 - date TBC),
- 5.2. The Community Pot project shall be required to return a completed Community Pot Final project report before Healthwatch B&NES will release the second payment of 50% the total value of the awarded funding. For small grants (£500 - £1,000) and in exceptional cases, exceptions to this payment schedule can be agreed with Healthwatch B&NES. In these circumstances, the revised funding agreement will be outlined in the Memorandum of Understanding.
- 5.3. The Community Pot project is required to produce and submit a Community Pot Final project report by Tuesday 30 November 2021. It is expected that this report will be of a high quality, outlining clearly the work that was carried out, the intelligence that was gathered, meaningful outputs, outcomes and impacts, conclusions, recommendations (where required) and next steps.
- 5.4. The Community Pot project is required to submit the Community Pot Final project report to Healthwatch B&NES for approval and sign-off prior to publication. Failure to provide a high quality Final project report, or meet the Final project report deadline (30 November 2021) will result in Healthwatch B&NES not releasing the final payment of 50% of the total value of the awarded funding, and may result in Healthwatch B&NES viewing this as a breach of the terms of the Agreement and seeking termination and its associated actions outlined in 7.
- 5.5. The Community Pot project shall be required to return a completed End of project financial report with the Final project report by 30 November 2021. Failure to do this will result in Healthwatch B&NES not releasing the final payment of 50% of the total value of the awarded funding, and may result in Healthwatch B&NES viewing this as a breach of the terms of the Agreement and seeking termination and its associated actions outlined in 7.
- 5.6. The Community Pot Final project report produced by the organisation will be made available to the public through the Healthwatch B&NES website.

### 6. MANAGEMENT

The organisation shall be responsible for the financial organisation and administration of the Community Pot project.

### 7. TERMINATION

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If the organisation/Community Pot project breaches any terms of this Agreement, or is found to have made any false statements in its application, Healthwatch B&NES may, by notice in writing to the organisation, withdraw or vary the grant award, refuse to pay the grant, vary the amount payable, or require repayment of all or part of the sums paid.

### **8. Variation**

The terms of this Agreement may be varied only by the written agreement of Healthwatch B&NES. If any change of use is effected without seeking the consent of Healthwatch B&NES the grant may be withdrawn.

### **9. Legal Duties**

The organisation shall comply with any legal obligations that may be relevant in order to carry out the scheme, such as planning, licensing, employment, child protection, health and safety, insurance and equal opportunities legislation.

### **10. Equal Opportunities**

Healthwatch B&NES is committed to equal opportunities both in the provision of services and as an employer. The Community Pot project shall ensure that it promotes equality of opportunities to all sections of the community in its work, its internal practices and in its dealing with any partners.

### **11. Payment of Grant**

- 11.1. The Community Pot project will facilitate the payment of the first instalment of the grant into the bank account named in the application within one month of the Memorandum of Understanding being agreed.
- 11.2. Payment will only be made subject to the Community Pot project complying with the requirements of this Agreement. The Community Pot project must ensure that the person who signified acceptance of these terms and conditions by signing the form 'Memorandum of Understanding' attached is authorised to do so.
- 11.3. Any sums advanced under this Agreement will remain the property of Healthwatch B&NES until expended on the purpose(s) for which they are provided.