



THIS FUNDING AGREEMENT is made on xxxxxxxxxxxx for the #iwill Fund programme – Promoting young people’s engagement with care homes for older people through the care Home Friends & Neighbours framework.

BETWEEN:-

1. **The Dunhill Medical Trust (“DMT”)** 6 New Bridge Street, London EC4V 6AB, UK (registered company 07472301, registered charity number 1140372); and
2. The **XXX** whose principal address is at **XXX** (the “**Grant Recipient**”).

SCHEDULE

Name of programme:	#iwill Fund – Promoting young people’s engagement with care homes for older people through the care Home Friends & Neighbours framework
Grant Recipient’s principal contact:	
Funding Period:	The period commencing xxxxx and ending xxx
Amount of Grant:	£ xxxxx
Payment arrangements:	The grant will be paid in two instalments. Payment one – at the start of the project*. Payment two – at the midpoint (XXXX) of the project subject to a satisfactory project visit. *Projects must start within one month of the date of the grant offer letter.
Project Targets:	To provide intergenerational opportunities with ten schools/youth organisations and ten care homes to reach up to 300 young people across XXX and XXX neighbourhoods as described in the delivery agreement (Annex A).
Reporting:	The Grant Recipient will be required to collect the following: <ul style="list-style-type: none"> • Data on the young people participating in the project (to be submitted to the NLCF Information Management System). • Data on the older people participating in the project (to My Home Life). • Case vignettes to assist with the communication of the programme. • Data as required to aid the evaluation of the programme. We will be co-designing with grantees the scope of the appreciative enquiry evaluation. • Information as required by DMT and/or the partner organisations to enable reporting to NLCF. • A finance report of grant usage as detailed below.
Financial statement of grant expenditure must be submitted by:	XXXX – midpoint of the project XXXX – one month after the grant ends.

IT IS AGREED as follows:

1. DEFINITIONS

In this Funding Agreement:

“Application” means the application by the Grant Recipient for a grant attached at Annex A.

“DCMS” means Department for Digital, Culture, Media & Sport.

“DMT” means the Dunhill Medical Trust

“Eligible Expenditure” means payments by the Grant Recipient during the Funding Period as defined in clause 6.

“Grant” means the sum to be paid to the Grant Recipient in accordance with clause 3.

“MHL” means My Home Life

“Fixed Assets” means property, plant and equipment owned by the Grant Recipient.

“Funding Agreement” means this agreement, Schedule and Annexes.

“Funding Period” means the period set out in the Schedule.

“NLCF” means National Lottery Community Fund

“Partner organisations” means My Home Life and The Linking Network

“Programme” means #iwill programme to Promote young people’s engagement with care homes for older people through the care Home Friends & Neighbours framework

“Project” means the project as described in the Application.

“Project Targets” means the objectives, activities or targets described in the Application.

“State Aid Law” means the law embodied in Articles 107 -109 of Section 2, Title VII, of the Common Rules on Competition, Taxation and Approximation of Laws Consolidated Versions of the Treaty on European Union and the Treaty on the Functioning of the European Union.

“Terms and Conditions” mean the terms and conditions of the Grant, as set out in this Funding Agreement.

“TLN” means The Linking Network

2. INTERPRETATION

In this Funding Agreement:

- a) references to an Annex, Schedule, clause or sub-clause shall mean an Annex, Schedule, clause or sub-clause of this Funding Agreement so numbered;
- b) headings in this Funding Agreement shall not affect its interpretation;
- c) reference to 'this Funding Agreement' includes any variations made from time to time pursuant to these Terms and Conditions; and
- d) reference to any statute or legislation shall include any statutory extension or modification, amendment or re-enactment of such statutes and include all instruments, orders, bye-laws and regulations for the time being made, issued or given thereunder or deriving validity therefrom, and all other legislation of the European Union that is directly applicable to the United Kingdom.

3. GRANT

- 3.1 Payment of the Grant is subject to the Grant Recipient complying with these Terms and Conditions and to such further conditions and requirements that DMT may from time to time specify in writing. The Grant Recipient acknowledges that DMT is distributing funds/grants awarded to it by the NLCF and it is subject to its own funding agreement with the NLCF. As such, the Grant Recipient shall, notwithstanding the aforesaid obligations, comply with any condition, request or requirement imposed on it by DMT that relates to a requirement upon DMT in or in respect of its own funding agreement with the NLCF.
- 3.2 DMT agrees to pay the Grant to the Grant Recipient as a contribution towards Eligible Expenditure incurred by the Grant Recipient in the delivery of the Project.
- 3.3 The Grant shall not be used for any other purpose without the prior written consent of DMT.
- 3.4 The Grant must be spent within the Funding Period.
- 3.5 Payments of grant will be contingent on: (i) satisfactory performance against agreed milestones; and (ii) alignment of the Project with NLCFs priorities.
- 3.6 Details of the Grant, and powers under which the Grant is paid, are listed in the Schedule.
- 3.7 Where the Grant Recipient has obtained funding from a third party in relation to its delivery of the Project, the Grant Recipient shall inform DMT of the amount of this funding, together with a clear description of what the funding shall be used for.
- 3.8 DMT does not guarantee grant funding for subsequent periods after the term of this Funding Agreement.

4. AMOUNT OF GRANT

- 4.1 The amount of Grant shall be such amount as is set out in the Schedule. The amount of Grant shall not be increased in the event of any overspend by the Grant Recipient in its delivery of the Project.

5. PAYMENT OF GRANT

- 5.1 Subject to clause 14, DMT shall pay the Grant to the Grant Recipient in accordance with the payment arrangements listed in the Schedule. The Grant Recipient shall also promptly repay to DMT any element of the Grant that is not spent by it in its delivery of the Project.
- 5.2 The Grant Recipient shall promptly repay to DMT any money incorrectly paid to it either as a result of administrative error or otherwise. The Grant Recipient shall promptly repay to DMT any element of the Grant that has been used unlawfully or otherwise than as strictly permitted by this Funding Agreement.
- 5.3 For the purpose of defining the time of payments, a payment is made by the Grant Recipient when and only when, money passes out of the Grant Recipient's control. Money will be assumed to have passed out of a Grant Recipient's control at the moment when legal tender is passed to a supplier (or, for wages, to an employee), when a letter is posted to a supplier or employee containing a cheque, or an electronic instruction is sent to a bank to make a payment to a supplier or employee by direct credit or bank transfer.

6. ELIGIBLE EXPENDITURE

- 6.1 Subject to clause 6.2, Eligible Expenditure consists of payments by the Grant Recipient during the Funding Period for the purposes of delivering the Project. Eligible Expenditure is net of VAT recoverable by the Grant Recipient from HM Revenue & Customs, and gross of irrecoverable VAT.
- 6.2 The following costs are not Eligible Expenditure:
- a) payments for activities of a political or exclusively religious nature;
 - b) payments that support activity intended to influence or attempt to influence Parliament, Government or political parties, or attempting to influence the awarding or renewal of contracts and grants, or attempting to influence legislative or regulatory action;
 - c) payments for goods or services that the Grant Recipient has a statutory duty to provide;
 - d) payments reimbursed or to be reimbursed by other public or private sector grants;
 - e) contributions in kind (a contribution in goods or services as opposed to money);
 - f) depreciation, amortisation or impairment of Fixed Assets owned by the Grant Recipient;
 - g) interest payments (including service charge payments for finance leases);

- h) gifts to individuals, other than promotional items with a value of no more than £10 a year to any one individual;
- i) entertaining payments (entertaining for this purpose means anything that would be a taxable benefit to the person being entertained, according to current UK tax regulations);
- j) statutory fines, criminal fines or penalties;
- k) liabilities incurred before the issue of this Funding Agreement unless agreed in writing by DMT;
- l) the acquisition or improvement of Fixed Assets by the Grant Recipient;

7. PROGRESS REPORTING

- 7.1 The Grant Recipient must be in regular communication with DMT regarding progress of the Project as set out in the Schedule.
- 7.2 If the Grant Recipient is experiencing any financial, administrative, managerial etc. difficulties that may hinder or prevent the completion of the Project, the Grant Recipient must inform DMT as soon as possible.

8. STATEMENT OF GRANT USAGE

- 8.1 By the date specified in the Schedule, the Grant Recipient must complete and submit to DMT a Financial Statement (Annex C) giving details of Eligible Expenditure during the Funding Period.
- 8.2 After receiving the Statement of Grant Usage and the Report, DMT will pay any outstanding Grant due for the Funding Period. Alternatively, if the Statement of Grant Usage identifies any overpayment of Grant, the Grant Recipient must repay this amount within 20 days of receiving a written request for repayment from DMT.

9. CHANGES TO THE PROJECT

- 9.1 If the Grant Recipient becomes aware that the actual cost of the Project is likely to be different from that forecast in the Application by more than ten per cent, the Grant Recipient must inform DMT as soon as possible and provide an explanation for this variation. For the avoidance of doubt, DMT shall not be obliged to increase the Grant.
- 9.2 Any changes to the Project must be agreed in writing with DMT before implementation.
- 9.3 The Grant Recipient shall notify DMT if it becomes aware that any of the people administering or running the Project step down or leave the organisation. Then there will be a pause and DMT and Grant Recipient will have a good faith discussion as soon as reasonably practicable about the future of the Project, and who is best placed to take it forward in the local area. DMT may, in its absolute discretion, either require the Grant Recipient to transfer or sub-contract the Funding Agreement to a third party upon such terms as DMT may determine (if in DMT's reasonable opinion the Grant Recipient no longer has sufficient trained personnel to deliver the Project within the timescales required) in which case DMT shall not be obliged

to pay the Grant (or any outstanding element of it) to the Grant Recipient, or alternatively DMT may lift the pause period referred to above and the parties' obligations under this Funding Agreement shall continue.

- 9.4 DMT reserves the right to terminate this Funding Agreement without liability at any time if its own funding agreement with the NLCF terminates for any reason. DMT shall not be obliged to pay the Grant (or any outstanding element of it) if DMT's own funding in this regard from the NLCF ceases prior to the full amount of the Grant monies being paid to DMT.

10. RESPONSIBILITY, INSURANCE DATA PROTECTION AND RISK ASSESSMENT PROCESSES

- 10.1 The Grant Recipient is responsible for all aspects of delivery of the Project, and its actions relating thereto (including without limitation, responsibility for any employees, professional advice, safeguarding and compliance with all applicable laws), notwithstanding any advice or support that DMT may, in its absolute discretion, give.

- 10.2 The Grant Recipient shall procure an appropriate level of insurance cover from a reputable insurer in respect of its activities pursuant to the Project and shall carry out suitable risk assessments for all the activities that are undertaken in respect of the Project.

- 10.3 Details of how DMT will collect and process your personal data are set out in our privacy notice, which can be viewed [here](#). By signing this agreement, you acknowledge that DMT has provided the privacy notice to you.

- 10.4 Each party acknowledges that it is an independent controller of any personal data received from the other party pursuant to this Funding Agreement. Each party warrants to the other that it shall comply with all of the obligations imposed on an independent controller under applicable Data Protection legislation (including without limitation the Data Protection Act 2018) and shall process such personal data in accordance with such obligations. Notwithstanding the foregoing, (i) DMT processes personal data in accordance with its privacy policy which is available [here](#) and (ii) the Grant Recipient shall respect the data protection policies and obligations of the organisations within which the Grant Recipient operates for the purposes of any Project.

11. DOCUMENT RETENTION

- 11.1 The Grant Recipient must keep a record of Eligible Expenditure and all income generated by the Project during the Funding Period and retain all accounting records relating to that expenditure and income for a period of at least six years from the date on which the Funding Period ends.
- 11.2 The Grant Recipient must make the records set out in clause 11.1 available at any reasonable time for inspection by DMT or its representatives or by the NLCF or its representatives.

12. INCOME AND OTHER RECEIPTS

- 12.1 In determining the maximum amount of grant it is prepared to pay towards the Project, DMT has taken account of the estimates of income to be generated from the Project and contributions or grants towards the Project as set out in the Application. If the Project generates any income, or there are any contributions in excess of these amounts, the Grant Recipient must notify DMT in writing as soon as possible and state the amounts received or to be received.
- 12.2 DMT may allow the Grant Recipient to retain the amount notified, if it is satisfied that the Grant Recipient will use it for the purposes of the Project. Otherwise, the Grant Recipient must pay the amount notified (or such part of it as is necessary for the repayment of all Grant received under the Funding Agreement) to DMT. If all of the Grant is repaid under these circumstances, the Funding Agreement will terminate.

13. GRANT RECIPIENT OBLIGATIONS

- 13.1 The Grant Recipient must:
- a) secure value for money in all purchases of goods and services made for the purposes of the Project;
 - b) ensure that the procurement of any goods, works or services from a third party using the Grant complies with all relevant UK and European legislation in the procurement of goods, works or services. If required to do so by DMT, the Grant Recipient must produce documentary evidence of compliance with this condition;
 - c) if the Grant Recipient follows a single tender procedure, for example where the value of the contract is very low or where there is only one supplier capable of providing the goods and services concerned, it must keep a record of the reasons why that procedure was thought to be appropriate;
 - d) ensure it has a sound system of internal financial controls to safeguard against fraud and theft and to identify, manage and monitor conflicts of interest. The Grant Recipient must inform DMT as soon as possible if it has any grounds for suspecting financial irregularity in the use of the Grant;
 - e) give appropriate publicity to the Project by actively raising awareness of the benefits and opportunities it affords, including working in partnerships with other projects in the Programme where applicable. In acknowledging the Funders (DCMS, NLCF and DMT), the #iwill Fund and the Partner organisations (MHL and TLN), the Grant Recipient must comply with any guidance on publicity provided by the NLCF. All publicity, communications and materials relating to the Project must include the logos of the #iwill fund, DCMS, NLCF, DMT, MHL and TLN;
 - f) allow any information, know-how, resource, system or process learned from or created in operating the Project to be disseminated by DMT or any relevant Government department among all persons or bodies who have responsibility for similar projects. The

Grant Recipient agrees that such persons may share and use freely all such information, know-how, system or process for their own purposes;

- g) must cooperate with DMT and the NLCF (to the fullest extent permissible and consistent with its obligations under any applicable law or rules) to enable the NLCF and DMT's compliance with their obligations under the Freedom of Information Act 2000, the Data Protection Act 1998 and the Equality Act 2010;
- h) comply with all applicable laws (including, without limitation and to the extent it is relevant), ensuring that the Project is structured so it is compliant with State Aid Law.

14. EVENTS OF DEFAULT AND RIGHTS RESERVED FOR BREACH OF THE FUNDING AGREEMENT

- 14.1 If the Grant Recipient fails to comply with any of these Terms and Conditions, or if any of the events mentioned in clause 14.3 occur, DMT may reduce, suspend, or terminate payments of Grant, or require any part or all of the Grant to be repaid.
- 14.2 Where any part or all of the Grant is required to be repaid in accordance with clause 14.1 above, the Grant Recipient must repay this amount within 20 days of receiving the demand for repayment.
- 14.3 An Event of Default is the occurrence of any of the following:
 - a) the Grant Recipient fails, in DMT'S sole opinion, to make satisfactory progress with the Project; and in particular with meeting the Project Targets;
 - b) the Grant Recipient owes any sum to DMT under an agreement for the financial support of any other project or activities under any scheme or programme administered by DMT;
 - c) the Grant Recipient purports to transfer or assign any rights, interests or obligations arising under this Funding Agreement;
 - d) there is a change in control or ownership of the Grant Recipient or the Grant Recipient ceases to operate or changes the nature of its operations to an extent which DMT considers to be significant or prejudicial to the satisfactory continuance of the Project;
 - e) the Grant 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, being a charity, is struck from the register at the Charity Commission; or, being a company, is struck from the register at Companies House;
 - f) any information provided in the Application or in any subsequent supporting correspondence is found to be incorrect or incomplete to an extent which DMT considers to be significant;

- g) the Grant Recipient takes inadequate measures to investigate and resolve any reported irregularity;
- h) it appears to DMT that the Grant Recipient no longer requires financial assistance in order to carry out the Project;
- i) the European Commission or a European Court or the Department requires any Grant paid to be recovered by reason of a breach of State Aid Law or the Grant Recipient fails to comply with the provisions of any exemption or scheme under State Aid Law that applies to the Project and/or the Grant.

14.4 Where DMT has required the Grant Recipient to repay any or all of the Grant, DMT may recover that amount by withholding, or deducting the amount from, any sum due to the Grant Recipient from DMT under any other offer of grant for projects or activities under any scheme or programme administered by DMT.

14.5 In the event that it becomes necessary to take steps to enforce the Terms and Conditions of this Funding Agreement, DMT will write to the chief executive (or equivalent) of the Grant Recipient giving particulars of its concerns about the Project or of any breach of the Terms and Conditions.

14.6 The Grant Recipient must act within 14 days to address DMT's concern or rectify the breach and may consult on an action plan to resolve the problem with DMT.

14.7 If DMT is not satisfied with steps taken by the Grant Recipient pursuant to clause 14.6 above, it may withhold or suspend any further payment of the Grant (including by way of clause 14.4 above), or recover any Grant already paid.

15. DISPUTES

15.1 All disputes and complaints shall, in the first instance be referred to the Grant Recipient's manager for the Project and the Grant Recipient's principal contact in DMT. The Grant Recipient shall use all reasonable endeavours to negotiate in good faith and settle the dispute or complaint amicably.

Attachments:

Schedule

Annex A	Delivery Obligations
Annex B	Application
Annex C	Financial Statement
Annex D	Programme contacts

Authorised to sign for and on behalf of The Dunhill Medical Trust

Signature

Name in Capitals

Date

The Grant Recipient accepts the Grant and agrees to comply with the Terms and Conditions contained in this Funding Agreement:

Authorised to sign for and on behalf of the XXX

Signature

Name in Capitals

Date

SAMPLE

Annex A

Delivery Obligations

The National Lottery Community Fund and the Department of Culture, Media & Sport are each investing £20 million seed funding to create the #iwill Fund. The Dunhill Medical Trust (DMT) is acting as a match funder and awarding grants on behalf of the #iwill Fund.

- The #iwill Fund aims to support young people to access high quality social action opportunities.
- The #iwill Fund brings together a group of organisations who all contribute funding to embed meaningful social action into the lives of young people.
- Social action involves activities such as campaigning, fundraising and volunteering, all of which enable young people to make a positive difference in their communities as well as develop their own skills and knowledge.
- The #iwill Fund supports the aims of the #iwill campaign - to make involvement in social action a part of life for young people, by recognising the benefit for both young people and their communities.
- The fund and campaign follow six principles (be challenging, be youth led, be socially impactful, be progressive, be embedded, and be reflective).
- By bringing together funders from across different sectors and by making sure that young people have a say in where the funding goes – the #iwill Fund is taking a collaborative approach.

DMT is working in collaboration with My Home Life (MHL) and The Linking Network (TLN) in a programme to promote young people's engagement with care homes for older people through the Care Home Friends & Neighbours framework.

The programme aims to transform the lives of young people, particularly those from more disadvantaged backgrounds through 'volunteering' with older people in care homes across England. This three-year programme of work aims to co-create, pilot and deliver a range of intergenerational, sustainable community engagement initiatives in the social care sector with the purpose of developing a long-term volunteering habit, in particular, amongst young people aged 5-14 years from less advantaged socioeconomic backgrounds through provision of high-quality opportunities and support; connecting the residents of care homes for older people with their local communities in a way which is flexible, practically achievable and self-sustaining.

The programme will contribute toward achieving the following #iwill outcomes:

- An increase in the opportunities for young people to take part in high quality youth social action opportunities across the country, from all backgrounds and areas.
- The creation of a learning environment, where organisations and funders can share what has worked, as well as initiatives that haven't been as successful, ensuring that funding helps to grow organisational knowledge across delivery partners.
- Increased investment for youth social action programmes from the funders working collaboratively, ensuring less duplication and investment where it is really needed.
- High quality social action opportunities will have been developed pre and post National Citizen Service (NCS).
- A natural pathway for social engagement will have been created for 5-14 year olds to develop their character and their capacity to significantly contribute to their community.

Delivery Timescales:

- **Month XXXX – Month XXXX**: Preparation, development and delivery work for the project.

Delivery Agreement:

The Grant recipient will:

- Work across two neighbourhoods (XXXX and XXXXX) within the area of XXXX to develop a positive, cohesive ethos by helping children, young people and adults to explore identity, celebrate diversity, promote community, and champion equality collaboratively with care homes.
- Provide intergenerational opportunities with ten schools/youth organisations and ten care homes to reach 300 young people.
- Facilitate meetings and provide all the necessary administration needed to work in partnership with the chosen school(s)/youth organisation(s) and care home(s) to create appropriate venue visits
- Communicate with DMT, MHL and TLN and provide updates on activity, outcomes, challenges, spending and sustainability plans submitting as follows:
 - Data on young person participation via the National Lottery IMS portal
 - Data on older person participation to My Home Life.
 - Finance report of grant usage at the mid-point of the grant and one month after the grant ends.
- Work to create a local project advisory group including children, young people, older people and staff from care homes and schools/youth organisations. Gain the views of the local advisory group on existing work to engage children and young people with care homes, their thoughts on what might work well and opportunities for local intergenerational linking.
- Work with the programmes Communications Officer to develop communications about the programme including for example Twitter updates.
- Acknowledge #iwill, DCMS, NLCF, DMT, MHL and TLN as funders by using their logos on all publicity and training resources
- Participate in Care Home FaNs Intergenerational Linking networking events to provide support and encourage wider spread of the project learning.
- Attend CPD training and arrange and plan training for staff at schools/youth organisations and care homes.
- Participate in evaluation of the programme. We will work with grantees to co-design the appreciative enquiry evaluation.
- Work within your organisation's policies and procedures for safeguarding, GDPR, insurance, risk assessments and communicate with teachers/schools, youth organisation and care homes to work within their policies.

Note about use of funding

The funding can be used to cover the salary of the co-ordinator, travel, materials for activities, participating school(s)/youth organisations(s) costs, participating care home(s) costs.

All expenditure must be recorded on the Financial Statement form (Annex C) and submitted at the project midpoint (XXXX) and one month after the project ends (XXX)

Annex B

The Grant Recipient Application Form

XXX This is where the grant recipient's proposal will be pasted.

SAMPLE

ANNEX C Financial Statement

Area:	
Name of broker:	
Organisation:	
Please state date of period covered by this statement:	From..... To

Please provide details of the costs incurred during the above period:	
Salary:	£
Travel costs:	£
Activity costs (materials and room hire etc.):	£
Other (please specify):	£
Total	£

SIGNED:

NAME (Please print):

DATE:

PLEASE RETURN TO:

Sarah Allport, Director of Grants and Research
 Tel: 020 7403 3299
 E-mail: sarah@dunhillmedical.org.uk

ANNEX D

Programme contacts

Funder and Partner Organisation representatives

Name	Role	Organisation	Contact details
Sarah Allport	Director of Grants and Research	The Dunhill Medical Trust (DMT)	Sarah.Allport@dunhillmedical.org.uk
Oliver Soutar	Grants Officer	The Dunhill Medical Trust (DMT)	Oliver.soutar@dunhillmedical.org.uk
Linda Cowie	Director	The Linking Network (TLN)	Linda.Cowie@thelinkingnetwork.org.uk
Meg Henry	Director	The Linking Network (TLN)	Meg.Henry@thelinkingnetwork.org.uk
Tom Owen	Director	My Home Life (MHL)	Tom.Owen.1@city.ac.uk
Professor Julienne Meyer	Consultant	My Home Life (MHL)	J.Meyer@city.ac.uk

Programme Staff

Name	Role	Contact details
Jennifer Lingfield	Social Action Lead (older people)	Jennifer.Lindfield@city.ac.uk
Amy Lock	Social Action Lead (young people)	Amy.Lock@thelinkingnetwork.org.uk
Amy Simpkins	Communications Officer	Amy.Simpkins@city.ac.uk
	Project Administrator	Intergenerational.linking.1@outlook.com