

Template version: May 2020

The Health Foundation

Award Agreement [for Project name]

Date: This agreement will become effective when both parties have signed it. The date this agreement is signed by the Recipient will be deemed the date of this agreement.

Unique Award Reference Number (AIMS ID):

Between:

(1) The Health Foundation

Registered Office: 8 Salisbury Square, London EC4Y 8AP

Registered Company Number: 1714937

Registered Charity Number: 286967 ("*Funder*"); and

(2) Company Name

Registered Office/Principal Address:

Registered Company Number:

Registered Charity Number: ("*Recipient*");

Award Conditions:

1.0 Definitions used in this Award Agreement

1.1 The definitions in Schedule 1 apply.

2.0 Provision of Award for specified Purposes

2.1 The Funder shall provide the Award, as grant-funding, to the Recipient for the Purposes set out in Schedule 2 **Part 1** in support of the Recipient's Project described in Schedule 2 **Part 2**, to be delivered in accordance with the Timetable set out in Schedule 2 **Part 3**. The Award is provided on the Specific Conditions set out in Schedule 2 **Part 8**.

2.2 The Funder's reserved supplementary right to make use of the intellectual property rights in Project Outputs (if any) is set out in Schedule 6.

3.0 Standard of delivery Conditions

3.1 It shall be a Condition of the Award that the Project shall be completed:

3.1.1 with the diligence, care, skill, application and precision to be reasonably expected of a competent research provider of projects such as the Project;

3.1.2 in accordance with all legal requirements applicable to the Services (including particularly all legal obligations relating to Data Protection, Health and Safety, Insurance, Employment, Clinical Practice and Confidentiality) and all codes of practice applicable to the Recipient;

3.1.3 in accordance with all policies and procedures of the Recipient in terms reasonably satisfactory to the Funder.

4.0 Evaluation

4.1 The Funder may require external evaluation of any aspect of the Project and the Project Outputs and the Recipient shall comply with all reasonable requirements of the Funder and any external evaluator appointed by the Funder in respect of any such evaluation.

5.0 Payment of Award and eligible expenditure

5.1 The Funder shall pay to the Recipient the Award set out in, for the eligible expenditure specified in and in the instalments and on the pre-conditions set out, in Schedule 3.

5.2 The Recipient shall account for all Award expenditure by reference to the eligible expenditure specified in Schedule 3 and shall return any sum not applied to eligible expenditure within three months of the end of the Award Period, or within one month of any written request for such repayment based on a final audit of the Award (whichever is the earlier).

- 5.3 The Recipient shall keep and maintain reasonable, full and accurate financial records demonstrating application of the Award funds, including all relevant evidentiary documentation, such as receipts and invoices.
- 5.4 The Recipient shall retain such records and make them available to the Funder and permit the Funder to take copies of records at the Funder's reasonable request, for a period of 6 Years from the end of the Year in which this Award Agreement ends.
- 5.5 The Recipient shall allow the Funder's Primary Contact and any other notified authorised officers to conduct an audit of these financial records at any reasonable time on reasonable prior notice.
- 5.6 The Recipient shall allow the Funder's appointed auditor to undertake a final audit of the Award within three months of the end of the Award Period.
- 5.7 The Recipient shall submit to the Funder regular financial reports and budgets showing current spent to date on the Project, as specified in Schedule 2, or as otherwise required by the Funder.

6.0 Relationship management provisions

6.1 Liaison

- 6.1.1 Each party shall appoint (and may change), by written notification to the other party, a Primary Contact to be the primary contact for the purposes of this Award Agreement.

6.2 Monitoring

- 6.2.1 The Recipient shall allow the Funder's Primary Contact and other notified authorised officers to observe, monitor and inspect delivery of the Project at any reasonable time on reasonable prior notice.

6.3 Maintaining records and reporting

- 6.3.1 The Recipient shall inform the Funder immediately of any factor that will or may materially affect and/or change the Project and its intended purpose and outcomes, as presented to the Funder.
- 6.3.2 The Recipient shall inform the Funder immediately of any potential or actual conflict of interest arising in relation to the delivery of the Project.
- 6.3.3 The Recipient shall keep and maintain reasonable, full and accurate records of all activities undertaken, data collected, and material produced under the Project and report to the Funder in accordance with the Timetable.
- 6.3.4 The Recipient shall ensure that ethical approval for the project allows members of the Research Directorate of The Health Foundation to inspect all records and

data collected in 6.3.3, including recordings and transcripts of interviews with patients and others.

6.3.5 The Recipient shall retain such records and make them available to the Funder and permit the Funder to take copies of records at the Funder's reasonable request, for a period of 6 Years from the end of the Year in which this Award Agreement ends.

6.3.6 The Recipient shall comply with the specific monitoring and reporting requirements set out in Schedule 2 **Part 4** and any further monitoring and reporting requirements notified in writing to the Recipient by the Funder as detailed in Schedule 2 **Part 8**.

6.4 Publication and Publicity

6.4.1 The Recipient shall, as reasonably required by the Funder make the publicly useful results of the Project publicly available.

6.4.2 Otherwise, subject to reasonable consultation with the Funder, the Recipient may determine if and how the Research Report will be published and publicised.

6.4.3 The Funder may, in its discretion, publish and publicise the fact, nature and amount of the Award made to the Recipient.

7.0 Acknowledgement and communications

7.1 The Recipient shall comply with the provisions of Schedule 5.

8.0 The duration and end of the Award Agreement

8.1 The Award will be provided for the Award Period as set out in Schedule 2, subject to the following provisions.

8.2 The Funder may suspend Award payments, or withdraw the Award and/or require clawback repayment of all the Award payments immediately by written notice if the Recipient:

8.2.1 has committed a serious Breach of the Award Conditions, including any failure to meet a firm deadline set out in Schedule 2 or otherwise agreed;

8.2.2 has not remedied a Breach of the Award Conditions in accordance with the required action and timescale contained in a Breach Notice;

8.2.3 has repeated a Breach of Condition, or committed a series of Breaches, which as a result of the repetition, or cumulatively, amount to a serious Breach of Award Conditions;

8.2.4 commits or suffers any Insolvency Event.

8.3 Clawback rights shall apply to any Award funds not properly applied and such rights shall attach to any property acquired with Award monies and from acquisition until six months after the end of the Award Period and the Recipient shall hold all such property on trust for the Funder and the Funder shall, subject to exercising rights of clawback, permit its use by the Recipient.

9.0 Protective provisions

9.1 Recipient insurance obligations

9.1.1 It shall be a Condition of Award that the Recipient shall take out and maintain with reputable insurers policies of insurance reasonably appropriate to activities required to deliver the Project and professional accountability for the Project, including professional liability insurance and shall provide the Funder on reasonable request with copies of the insurance policies and appropriate evidence that they are in force.

9.2 Funder control of Recipient assignment

9.2.1 The Award is particular to the Recipient and the Recipient may not assign the benefit or obligations under this Award Agreement without the prior written consent of the Funder.

9.3 Confidential Information

9.3.1 The parties shall ensure that Confidential Information is used only for the intended purposes under this Award Agreement and is not disclosed to any unauthorised person.

9.3.2 If a party is subject to any statutory disclosure provision, the other will reasonably co-operate with any relevant notified obligation, subject to any contrary obligation of confidentiality upon the other.

9.3.3 The provisions of Clauses 9.3.1 and 9.3.2 shall survive termination of this Award Agreement.

9.4 Data Protection

9.4.1 It shall be a condition of the Agreement that the Project shall be completed in compliance with and have adequate measures in place to ensure that its staff comply at all times with the provisions and obligations contained in (as amended from time to time) The Data Protection Act (2018).

10.0 Intellectual Property Rights

10.1 The provisions of Schedule 6 shall apply in relation to intellectual property rights and the commercial exploitation of intellectual property rights.

11.0 Indemnity

11.1 The Recipient will indemnify (and keep indemnified) the Funder from and against all actions, costs, claims, losses and demands arising as a result of any wilful breach of Award Conditions by the Recipient and/or any claim by any third party arising out of

the Recipient's negligence or breach of statutory duty. This indemnity shall survive termination of this Agreement.

11.2 Notwithstanding anything to the contrary in this Agreement, the Recipient's total liability shall be limited to the value of this Agreement.

11.3 The Recipient's liability under this Agreement shall exclude all actions, costs, claims, losses and demands for consequential or indirect losses.

11.4 The Recipient does not provide any warranty that the outcomes of the study funded under this agreement will be fit for any particular purpose and the Funder will duly inform any third party it has dealings with regarding the results of this study.

12.0 Standard Clauses

12.1 Notices

12.1.1 Any notice to be given by either party to the other under this Award Agreement may be personally delivered, or sent by recorded delivery to the address of the other party as set out in the heading to this Award Agreement, or as otherwise notified in writing, or by transmission, with due transmission receipt, to an e-mail address notified in writing for the purpose.

12.1.2 Any personally delivered or e-mailed notice shall be deemed received on the day it was delivered or sent, if it was delivered or sent on a Working Day before 5.00pm and otherwise on the next Working Day.

12.2 Non-Waiver

12.2.1 Any failure, delay, or indulgence by the Funder in enforcing the provisions of this Award Agreement shall not affect its rights under this Award Agreement.

12.3 Variation

12.3.1 No variation to this Award Agreement is effective unless agreed in writing signed on behalf of both parties.

12.4 Governing Law

12.4.1 This Award Agreement is governed by and shall be construed in accordance with the law of England and Wales and the parties submit to the jurisdiction on the Courts of England and Wales.

Schedule 1

Definitions applicable in this Award Agreement

In this Award Agreement the following terms have the following meanings:

<i>"Award"</i>	the Award provided, as grant-funding, by the Funder under this Award Agreement as detailed in Schedule 2 ;
<i>"Award Period"</i>	the Award Period specified in Schedule 2 Part 3 ;
<i>"Breach Notice"</i>	a written notice specifying: <ul style="list-style-type: none">• a Breach of Condition• the remedial action required and• the time within such action must be taken;
<i>"Breach"</i>	a failure by the Recipient to fulfil any Award Conditions;
<i>"Confidential Information"</i>	any information of a confidential nature (whether specifically marked as such or otherwise) obtained under, or relating to this Award Agreement but not including information: <ul style="list-style-type: none">• in the public domain (otherwise than by Breach)• in the lawful possession of the receiving party before the date of this Award Agreement (other than through liaison between the parties in anticipation of this Award Agreement)• obtained from a third party free to divulge it• required to be disclosed by a court or other competent authority• properly disclosed on a confidential basis to staff, agents or professional advisers of the respective parties, for the purposes of this Award Agreement;
<i>"Insolvency Event"</i>	the calling of any meeting of a party's creditors; the appointment of any receiver, administrator, or administrative receiver over all or any part of its assets or undertaking; the suspension or cessation of its business; any threat to suspend or cease its business; the making of a winding-up order; the convening of a meeting to pass a winding-up resolution; or it entering into

	liquidation;
"Primary Contacts"	the individuals appointed by the Recipient and the Funder to primarily represent them under this Award Agreement;
Professional liability / indemnity	Professional liability / indemnity is one insurance class and covers the protection of professionals against making errors and omissions as part of their work and also insures them against legal defence costs and other costs.
"Project"	the Project specified in Schedule 2 ;
"Project Outputs"	the final primary outputs supported under this Award Agreement in relation to the Project as specified in Schedule 2 ;
Public liability	Insurance covering liability exposures for individuals and business owners which provides broad coverage, generally including all exposures for property damage and bodily injury.
"Purpose"	the purpose for which the Award is provided as specified in Schedule 2 ;
"Records"	the records which the Recipient is required to maintain and provide to the Funder under this Award Agreement;
"Timetable"	the timetable for delivery of the Project as specified in Schedule 2 Part 3 ;
"Work IP Rights"	as defined in Schedule 6 ;
"Working Days"	Monday to Friday inclusive but excluding bank holidays and public holidays;
"Year"	A year from the date and each anniversary date of this Award Agreement.

Schedule 2

Description of the purpose of Award and the Project

1.0 Purpose of Award

- 1.1 Please summarise the intended improvement in healthcare that this research award will facilitate, what is the theory of change underpinning the project, and what do you anticipate learning from the project?

2.0 Description of the Project

- 2.1 Background / Context

- 2.2 Methodology – Please describe the methodological approach that your research project will adopt. Please highlight (if appropriate) any distinct stages of the project, and describe in detail the activities that you will be undertaking – this includes being as specific as you can about any sampling frameworks

- 2.3 Data to be collected – Please specify the data that your research intends to collect and how you plan to analyse what you have collected;

- 2.4 Outputs, publicity and dissemination – Please outline what planned outputs you envisage from this award and any dissemination activity you have planned for your work

3.0 Project Timetable

- 3.1 Please provide a clear timetable for the completion for this award – this can be descriptive, a Gantt chart, or both. Please make explicit the project start and end date. Also, please be explicit about all critical milestones, describing the corresponding output / description of success; please note that we plan to link award payments to critical milestones.

4.0 Project management and reporting

- 4.1 Please provide a description of the project management and reporting arrangements for this award with specific individual names. This section should also include a project risk register along with mitigating plans of action.

5.0 Part 4: Project budget

- 5.1 Please provide a detailed breakdown of the project budget; this should be done by activity / time AND person.

6.0 Project team

- 6.1 Please provide the names, roles and responsibilities of the project team.

7.0 Primary contacts

7.1 For Funder: [contact details]

7.2 For Recipient: [contact details]

8.0 Special Award Conditions

- 8.1 The Health Foundation may wish to bring together different research teams that it is currently working with at an annual Learning Event. This is an opportunity to share emerging findings / thinking and to network with other researchers that have similar interests. We expect award holders to contribute to these.
- 8.2 The Funder expects award Recipients to inform us of all instances where this work is published or presented, even after the contractual end of this award agreement
- 8.3 The Recipient is required to submit to the Funder an annual award report. These reports should contain a review / narrative of activities to date; an overview of activities for the subsequent period / year (including any planned post-completion dissemination); a up-to-date risk register; information on the budgetary position showing Project expenditure to date versus the agreed budget; an explanation of any under / over spend; and changes to or anticipated changes to the original research team. The submission date(s) for the annual award report must be agreed with the Funder.

Schedule 3

Award, eligible expenditure and payment provisions

1.0 Total Award: £

2.0 Eligible Expenditure:

2.1 The Award funds shall be applied in accordance with the eligible expenditure budget specified in Schedule 4, subject to contrary written agreement.

2.2 The total award and the eligible expenditure budget may only be varied by written agreement of the Funder.

2.3 Payment Schedule:

Payment Date	Amount	Conditions and triggers for payment
15/mm/yyyy	£	Contingent on....
15/mm/yyyy	£	Contingent on....
15/mm/yyyy	£	Contingent on....
Total Award		

2.4 Payments will be made into your nominated account approximately five working days after the date on the payment schedule above provided the conditions for payment have been met.

2.5 The Award is inclusive of all expenses

3.0 Bank Account and Confirmation of Financial Status

This section must be completed by an authorised member of your finance department:

Finance Reference

Payee name

Accounts receivable phone number

Remittance advice email address

Bank Sort code

Bank Name

Account Number

Bank address

Account holders name

Entity of organisation (eg company, charity, educational institution, government body, NHS body)

Organisation/Individual's country of residence

Taxpayer Identification Number (if based outside the UK)

Signed by Finance Department Member completing details:

Name:

Position:

Schedule 4

Eligible expenditure budget

Insert eligible expenditure budget here, using the Health Foundation template

Schedule 5

Acknowledgement and communications

1.0 Where appropriate, the Funder may develop its branding materials to the specifics of this Project. Once the specifications are confirmed by the Funder, both parties will ensure that the branding developed is suitably adopted in all communication and media for example presentations, publications, academic articles, websites or videos, both internally and externally. In the absence of specific project branding the Health Foundation corporate branding will be used.

2.0 The Recipient should use the Funder's corporate logo and/or the project-specific logo along with the following text as an acknowledgement of the Award in relation to every public statement relating to the Project:

"XXX" [project name] or 'this project' is part of the Health Foundation's XXX programme. The Health Foundation is an independent charity committed to bringing about better health and health care for people in the UK.

Short version (only to be used in copy when space is restricted):

"XXX" [project name] or 'this project' is supported by the Health Foundation, an independent charity committed to bringing about better health and health care for people in the UK."

Where there is very restricted space:

"Supported by the Health Foundation", or just use the project specific logo if there is no space for text, eg, on a pen.

3.0 If the project is not part of a wider Health Foundation programme, the acknowledgement of the Award in relation to every public statement relating to the Project should be:

"XXX" [project name] is supported by the Health Foundation, an independent charity committed to bringing about better health and health care for people in the UK."

Where there is very restricted space use:

"Supported by the Health Foundation", or just use the Health Foundation logo.

4.0 If appropriate, the Funder will lead on developing a set of core messages for the Project in order to develop a common language to describe the Project and its outputs to the public. Both parties will ensure that this language is used when communicating externally about the Project. The Recipient shall ensure that it also uses this language when communicating in relation to the Project. This does not refer to academic publication and communication about the results and outputs from the Project.

5.0 Where the Recipient publishes work, such as papers in academic journals, generated as a direct result of the funding, the Funder expects to have sight of the work at least 14

days before publication. The Recipient is required to provide a link to the paper to enable the funder to share it with external audiences.

6.0 The Recipient is required to inform the Funder of all instances where work, generated as a direct result of funding, is presented, including access to any e-posters that are produced to support delivery.

7.0 The Funder may want to communicate in more detail than described in the core messages about the Recipient's project. For example, the Funder may want to undertake some media work to promote the findings of a Project. While the Recipient will have sign off on the factual detail, the Funder retains the right to determine style and structure in accordance with their communication aims. The Funder will work with the Recipient letting them know about plans for communication, such as a press release, and will share any communications materials about the Project for comment from the Recipient agreeing a reasonable timeframe for response. If the Recipient does not meet the deadlines agreed with the Funder the Funder has the right to proceed with the communications activity.

Schedule 6

Intellectual Property Rights and Commercial Exploitation

1.0 Intellectual property rights

- 1.1 In this Agreement "Work" means the (and all related preparatory and working data, documentation and materials) to be produced by the Recipient with the support of the Grant on the conditions of this Grant Agreement, including that useful results of the Work will be made publicly available as appropriate.
- 1.2 The Funder, under this Agreement, is supporting the Recipient's production of the Work, in which copyright and other intellectual property rights, such as (without limitation) trademarks, design rights and patent rights, possibly incorporating licensed third-party intellectual property rights, will, or may, subsist or arise ("*Work IP Rights*").
- 1.3 The Work is intended to be used by the Recipient for its public benefit purposes consistent with the charitable objects of the Foundation. The mutual intention, under this Agreement, is that all Work IP Rights will (subject to Clauses 1.7 and 2.1) be retained, owned and used by the Recipient.
- 1.4 The Recipient should notify the Funder promptly in writing when Work IP Rights arise and take reasonable steps to ensure that such Work IP Rights are protected and not published or otherwise disclosed publicly prior to protection (whilst at the same time ensuring that potential delays in publication are minimised).
- 1.5 The Recipient is responsible for the costs of protecting the Work IP Rights.
- 1.6 Unless otherwise notified by the Funder to the Recipient in writing, the Funder's right to be identified as a principal funder of the Work shall be recognised by the Recipient through every publication of the Work, or a substantial part of it (including in oral presentations) by, or through, the Recipient, being accompanied substantively by the following statement: "*This [Work] was funded by The Health Foundation / [Project name] is a Health Foundation programme. The Health Foundation is an independent charity committed to bringing about better health and health care for people in the UK*". For short acknowledgements: "*[Project name] is a Health Foundation programme*".
- 1.7 If the Funder develops a wish to use the Work for its own public benefit purposes, it may make a written request to the Recipient for an appropriate use licence, which the Recipient will reasonably consider. The Recipient will not unreasonably withhold or delay consent to any such licence, but may attach reasonable conditions to any such licence. Such reasonable conditions shall take due account of the fact that the Work was funded by the Funder.

2.0 Commercial use of the Work

- 2.1 Any Commercial Use must be agreed by the Funder.

3.0 Indemnity

- 3.1 The Recipient will indemnify the Funder against all loss and costs arising in as a result of any third party claim in respect of any Work IP Rights (see clause 11 in the main agreement). This indemnity shall survive termination of this Agreement.

Agreement of the Award and Award Conditions by the parties

Signed for and on behalf of the **Funder** by its authorised signatories:

Signature: (1) _____

Name: _____

Position: _____

Date: _____

Signature: (2) _____

Name: _____

Position: _____

Date: _____

Signed for and on behalf of the **Recipient** by its authorised signatory:

Signature: _____

Name: _____

Position: _____

Date: _____