

# Grant Funding Agreement

This Grant Funding Agreement **[GAxxx]** is made on:

This Funding Agreement is made between:

**Lincolnshire County Council**  
County Offices, Newlands, Lincoln, LN1 1YL  
(LCC)

and the following organisation:

**[Insert Name]**

**[Address]**

**[Company number : xxxxxxxx]**

**[Grantee]**

**DRY**

**Whereas:** LCC has agreed to provide a grant to the Grantee to support the Grantee’s employment of international staff into the adult social care workforce in the East Midlands area.

It is hereby agreed as follows:-

## 1. Definitions and References

### 1.1 Definitions

<b>Agreement</b>	means this agreement and any other documents incorporated by reference herein.
<b>Bribery Act</b>	means the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation.
<b>Cash Grant</b>	means the maximum sum of £[XXXX].
<b>Confidential Information</b>	means any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information the disclosure of which would, or would be likely to, prejudice the commercial interests of any person, trade secrets, Intellectual Property Rights and know-how of either Party and all personal data.
<b>Data Protection Legislation</b>	means all applicable data protection and privacy legislation in force from time to time in the UK including without limitation the UK GDPR; the DPA 2018; the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended; and the guidance and codes of practice issued by the Commissioner and which are applicable to a party.
<b>DPA 2018</b>	means the Data Protection Act 2018 (and any regulations made thereunder).
<b>Environmental Information Regulations</b>	means the Environmental Information Regulations 2004 and any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.
<b>Equality Legislation</b>	means the Equality Act 2010 and such other acts and legislation to ensure, among others equality of access to goods and services, promotion of good relations between groups in society, the provision of reasonable adjustments for people with disabilities and non-discrimination and equality in employment.
<b>Expert</b>	means a person appointed in accordance with Clause 6A to resolve a dispute under Clause 6.5.
<b>FOIA</b>	means the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

<b>Intellectual Property Rights</b>	means patents, inventions, trademarks, service marks, logos, design rights (whether registered or otherwise), applications for any of the foregoing, copyright, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether registered or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off.
<b>Law</b>	means any applicable law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Supplier is bound to comply.
<b>Loss</b>	means all demands, losses, charges, damages, costs and expenses and other liabilities (including, but not limited to, any professional and/or legal costs and disbursements).
<b>Party</b>	means a party to this Agreement and the term <b>Parties</b> shall be construed accordingly.
<b>Prohibited Act</b>	<p>means any of the following acts:</p> <p>(a) To directly or indirectly offer, promise or give any person working for or engaged by LCC a financial or other advantage to:</p> <ul style="list-style-type: none"> <li>(i) induce that person to perform improperly a relevant function or activity; or</li> <li>(ii) reward that person for improper performance of a relevant function or activity;</li> </ul> <p>(b) To directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Agreement;</p> <p>(c) Committing any offence:</p> <ul style="list-style-type: none"> <li>(i) under the Bribery Act;</li> <li>(ii) under legislation creating offences concerning fraudulent acts;</li> <li>(iii) at common law concerning fraudulent acts relating to this Contract or any other contract with LCC; or</li> <li>(iv) defrauding, attempting to defraud or conspiring to defraud LCC.</li> </ul>
<b>Purpose</b>	means the purpose described in Appendix A.
<b>Staff</b>	means any person employed or engaged by the Grantee on or in connection with the Purpose, whether paid or unpaid, including any persons hired through an employment agency.
<b>Subsidy</b>	<p>means any financial assistance which:</p> <p>(a) arises from the resources of the UK or EU, including:</p> <ul style="list-style-type: none"> <li>(i) a direct or contingent transfer of funds such as direct grants, loans or loan guarantees;</li> </ul>

	<p>(ii) the forgoing of revenue that is otherwise due; or</p> <p>(iii) the provision of goods or services, or the purchase of goods or services;</p> <p>(b) confers an economic advantage on one or more economic factors;</p> <p>(c) is specific insofar as it benefits, as a matter of law or fact, certain economic factors over others in relation to the production of certain goods or services; and</p> <p>(d) has, or could have, an effect on trade or investment between the UK and the EU.</p>
<b>TCA</b>	means the UK-EU Trade and Cooperation Agreement incorporated into UK Law by the European Union (Future Relationship) Act 2020.
<b>UK GDPR</b>	means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act of 2018.
<b>VAT</b>	means value added tax in accordance with the provisions of the Value Added Tax Act 1994.
<b>Working Day</b>	means a day (other than a Saturday or Sunday) on which banks are open for general business in the City of London.

- 1.2 The interpretation and construction of this Agreement shall be subject to the following provisions:-
- (a) words importing the singular meaning include where the context so admits the plural meaning and vice versa;
  - (b) words importing the masculine include the feminine and the neuter;
  - (c) reference to Clauses, Appendices and Schedules are to the clauses, appendices schedules of this Agreement; references to paragraphs are to paragraphs of the relevant Appendix or Schedule, as the case may be;
  - (d) the Appendices and Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement and any reference to this Agreement includes the Appendices and Schedules;
  - (e) reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent enactment, modification, order, regulation or instrument as subsequently amended or re-enacted;
  - (f) reference to any person shall include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees;
  - (g) the words "include", "includes" and "including" are to be construed as if they were immediately followed by the words "without limitation"; and
  - (h) headings are included in this Agreement for ease of reference only and shall not affect the interpretation or construction of this Agreement.

## 2. Commencement and Duration

2.1 This Agreement shall take effect on:   
(the **Commencement Date**)

and shall (subject to any extension of it agreed between the Parties or the earlier termination pursuant to Clause 12) expire at midnight on 30 June 2024. Any funding that has not been spent on the purpose at the expiry of the agreement shall be returned to LCC. Any extension to this agreement must be approved by LCC.

## 3. The Cash Grant

3.1 LCC hereby agrees to provide the Grantee the Cash Grant only for the Purpose subject to the terms and conditions set out in this Agreement. The Grantee shall not use the Cash Grant to cross-subsidise activities falling outside of the scope of the Purpose.

3.2 The Cash Grant is paid or provided for, and only for, the Purpose and the Grantee shall not use the Cash Grant for any other purpose. If the Cash Grant is used for any other purpose, the Cash Grant shall become immediately due and repayable.

3.3 The Grantee shall not transfer the Cash Grant or any part of it to any person or entity including any entity which forms part of the Grantee or is in any way affiliated with the Grantee without the prior written consent of LCC. Such consent will be deemed to be granted where the Grantee provides for the Purpose the whole or any part of the Cash Grant to an international recruit employee of the Grantee during the period 1 April 2023 to 31 March 2024.

## 4. Payment and provision of the Cash Grant

4.1 LCC shall pay or provide the Cash Grant in accordance with Appendix B.

4.2 The Cash Grant shall be paid by bank transfer (BACS) into a bank account in the Grantee's name confirmed in writing in advance by the Grantee.

4.3 LCC shall only be liable to make payment of the Cash Grant and shall not be liable to make any further or additional payment to the Grantee beyond the Cash Grant.

4.4 LCC may suspend payment of the Cash Grant if LCC wishes to investigate any matters concerning the Cash Grant in relation to Subsidy.

4.5 LCC will distribute the Cash Grant to the Grantee via a third party organisation, Lincolnshire Care Association ("LinCA") who will receive the Cash Grant from LCC for onward transmission to the Grantee following approval of relevant verification and application procedures. Where LCC in its sole discretion uses LinCA to distribute the Cash Grant to the Grantee, LinCA will be solely responsible for:-

a) making all necessary verification and compliance checks (including to ensure no Prohibited Act has occurred prior to payment) on the Grantee and

b) following receipt of the Cash Grant from LCC, for making onward payment of the Cash Grant in full to the Grantee.

c) indemnifying LCC in full for any losses arising or which may arise out of any of its above responsibilities under this clause 4.5.

## **5. VAT**

- 5.1 The Parties do not intend that VAT will be payable on the Cash Grant part of it. LCC gives the Cash Grant to the Grantee subject to this Agreement, but not in exchange for the performance of services and/or the supply of goods nor otherwise with the expectation of return from the Grantee and/or any third party. In the event that, notwithstanding the intention stated at this Clause 5.1, Her Majesty's Customs and Revenue determine that VAT is chargeable upon the Cash Grant:-
- (a) the Grantee shall supply LCC with a proper VAT invoice; and
  - (b) LCC shall additionally pay to the Grantee any VAT properly chargeable upon the Cash Grant.
- 5.2 The Cash Grant is not intended to be applied towards recoverable VAT and the Grantee notify LCC immediately if any irrecoverable VAT paid towards the Purpose with the Cash Grant becoming recoverable. This VAT shall then be reclaimed by LCC.
- 5.3 The Grantee shall keep proper and up to date records relating to VAT and the Grantee shall make such records available for LCC to inspect and shall provide LCC with any copies when requested.

## **6. Subsidy**

Not used

## **7. Warranties**

- 7.1 The Grantee warrants, undertakes and agrees that:-
- (a) it shall at all times comply with all Laws and all applicable codes of practice and other similar codes or recommendations and shall notify LCC immediately of any significant departure from such legislation, codes or recommendations; and
  - (b) it shall not unlawfully discriminate within the meaning and scope of the Equality Legislation and any Law relating to discrimination in employment or otherwise.

## **8. Prohibited Acts and Prevention of Bribery**

- 8.1 The Grantee:-
- (a) shall not, and shall procure that all its Staff and volunteers shall not, in connection with this Agreement commit a Prohibited Act;
  - (b) warrants that the Grantee is not aware of any financial or other advantage being given to any person working for or engaged by LCC, or that an agreement has been reached to that effect, in connection with the execution of this Agreement, excluding any arrangement of which full details have been disclosed in writing to LCC before execution of this Agreement.

- 8.2 The Grantee shall if requested, provide LCC with any reasonable assistance, at LCC's reasonable cost, to enable LCC to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with the Bribery Act.
- 8.3 If any breach of Clause 8 is suspected or known, the Grantee shall notify LCC immediately.
- 8.4 If the Grantee notifies LCC that the Grantee suspects or knows that there may be a breach of this Clause 8, the Grantee must respond promptly and in any event within ten (10) Working Days to LCC's enquiries, co-operate with any investigation, and allow LCC to audit books, records and any other relevant documentation. This obligation shall continue for six (6) years following the expiry or termination of this Agreement.

## 9. Protection of Information

### Confidentiality

- 9.1 Except to the extent set out in this Clause or where disclosure is expressly permitted elsewhere in this Agreement, each Party shall:-
- (a) treat the other Party's Confidential Information as confidential and safeguard it accordingly; and
  - (b) not disclose the other Party's Confidential Information to any other person without the owner's prior written consent.
- 9.2 Clause 9.1 shall not apply to the extent that such disclosure is:-
- (a) to a Party's employees, officers, representatives or advisors who need to know such information for the purposes of the Financial Assistance and/or this Agreement. Each Party shall ensure that its employees, officers, representatives and advisors to whom it discloses the other Party's Confidential Information comply with Clause 9.1; or
  - (b) a requirement of Law placed upon the Party making the disclosure, including any requirements for disclosure under the FOIA, Code of Practice on Access to Government Information or the Environmental Information Regulations.
- 9.3 The Parties acknowledge that except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Agreement is not Confidential Information. The Parties may independently or together determine whether any of the content of this Agreement is exempt from disclosure in accordance with the provisions of the FOIA and each Party hereby gives consent for the other to publish this Agreement in its entirety (but with any information which is exempt from disclosure in accordance with the provisions of the FOIA redacted) including from time to time agreed changes to this Agreement, to the general public.

### Freedom of Information

- 9.4 The Grantee acknowledges that LCC is subject to the FOIA and the Environmental Information Regulations and that LCC may receive requests for information relating to the Purpose and/or the Cash Grant and/or this Agreement which fall within the ambit of the FOIA (**FoI Request**). The Grantee shall assist and cooperate with LCC to enable LCC to comply with its information disclosure obligations.

- 9.5 The Grantee shall transfer to LCC all FoI Requests which it receives as soon as practicable and in any event within 2 Working Days of receiving an FoI Request.
- 9.6 The Grantee shall respond to LCC, providing to LCC all and any documents and information within its control which are relevant to the request within 5 Working Days of LCC's request, and advise LCC whether it considers that the FoI Request relates to Commercially Confidential or Sensitive Information and, if so, the reasons why it believes this to be the case. LCC shall take into account any such response before making a decision as to whether or not to disclose the information.
- 9.7 LCC shall be responsible for determining in its absolute discretion whether the Commercially Sensitive Information and/or any other Information is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations.
- 9.8 The Grantee acknowledges that LCC may be acting in accordance with the Secretary of State for Constitutional Affairs Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA (the **Code**) be obliged under the FOIA or the Environmental Information Regulations to disclose information concerning the Grantee, the Purpose and/or this Agreement in certain circumstances:-
- (a) without consulting the Grantee; or
  - (b) following consultation with the Grantee and having taken the Grantee's views into account, provided always that where Clause 9.8(a) applies, LCC shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Grantee advanced notice, or failing that, to draw the disclosure to the Grantee's attention after any such disclosure and inform the Grantee in writing whether or not it considers that it is legally required to disclose the information and a summary of its reasons for its decision.
- 9.10 LCC shall have no liability to the Grantee for the disclosure of any information pursuant to the FOIA.
- 9.11 For the purposes of this Clause, **Commercially Confidential or Sensitive Information** means information of a kind described in sections 41 or 43 of the FOIA.

## **Data Protection**

- 9.10 Each Party shall be registered under the DPA 2018 and shall comply with all its obligations under the Data Protection Legislation which arise in connection with the Purpose.

## **10. Press and Publicity**

- 10.1 Neither Party shall, without the consent of the other Party, make any public statements or publish any material referring to the Purpose, Cash Grant or this Agreement. For the avoidance of doubt, this does not prohibit any public statement or publication where the same is a requirement of Law placed upon the Party making it, including any requirements under the FOIA, Code of Practice on Access to Government Information or the Environmental Information Regulations.

## **11. Monitoring**

- 11.1 The Grantee shall monitor the progress of the Purpose and provide LCC with all information and reports that LCC may reasonably request at any time relating to Purpose and/or to review the level of compensation paid to the Grantee under this Agreement to ensure that no overcompensation has or



will be provided so as to constitute Incompatible Subsidy. The Grantee shall provide the requisite information and/or report within ten (10) Working Days of such request by LCC. LCC shall be entitled to use this information to monitor the Purpose and evaluate the Cash Grant.

- 11.2 The Grantee warrants, undertakes and agrees that all financial and other information concerning the Grantee and/or the Purpose which is or has been disclosed to LCC is to best of its knowledge and belief, true and accurate.

## **12. Termination, withholding and repayment of Financial Assistance**

12.1 LCC may withhold payment and/or demand (re)payment of all or part of the Cash Grant and/or terminate this Agreement in any of the following circumstances:-

- (a) the Grantee materially breaches this Agreement (and for this purpose material breach means a breach of the Agreement which is not capable of remedy or otherwise a breach of the Agreement which is capable of remedy but which has not been so remedied by the Grantee within fifteen (15) Working Days (or such other period as the Parties may agree both acting reasonably) of LCC giving to the Grantee a notice to remedy;
- (b) the Grantee or its Staff are, with respect to the Purpose, subject to an investigation or formal enquiry by the police, HM Revenue and Customs or other regulatory body which results in a successful prosecution of the Grantee;
- (c) the Grantee receives duplicate funding from any other source for the same or any part of the Purpose;
- (d) at any stage during the period of this Agreement the Grantee does not let LCC have information reasonably requested that would affect LCC's decision to award, continue or withdraw all or part of the Cash Grant;
- (e) the Grantee is or becomes legally ineligible to hold the Cash Grant including in the event of bankruptcy or insolvency or the threat thereof;
- (f) the Grantee commits or committed a Prohibited Act.

12.2 Termination of this Agreement shall have no effect on the liability of either Party concerning the meeting of other liabilities arising under this Agreement prior to the date upon which termination takes effect.

12.3 If this Agreement is terminated in accordance with Clause 12.1, LCC shall be entitled to demand repayment of all or part of the Cash Grant. Any monies shall be payable by the Grantee to LCC as a debt;

12.4 If this Agreement is terminated in accordance with Clause 12.1, LCC shall:-

- (a) not be liable to make any further payments to the Grantee; and
- (b) exercise a lien over any materials and other goods belonging to the Grantee for any sum due to LCC from the Grantee.

12.5 The rights of LCC under this Clause 12 are in addition to and without prejudice to any other rights and remedies LCC may have arising from the termination.

### 13. Notices

- 13.1 Except as otherwise expressly provided within this Agreement, no notice or other communication from one Party to the other shall have any validity under this Agreement unless made in writing by or on behalf of the Party concerned.
- 13.2 Any notice or other communication which is to be given by either Party to the other shall be given by letter (delivered by hand, first class post, recorded delivery or special delivery). Provided the relevant communication is not returned as undelivered, the notice or communication shall be deemed to have been given on the same Working Day if delivered by hand, two (2) Working Days after the day on which the letter was posted. Such letters shall be addressed to the other Party to the address shown at the head of this Agreement or address notified by the one Party to the other.
- 13.3 Each of the Parties shall give notice to the other of the change or acquisition of any address or telephone or email, at the earliest possible opportunity but in any event, within forty eight (48) hours of such change or acquisition.

### 14. Not Used

### 15. Dispute

- 15.1 In the event that a dispute arises, the Parties shall agree on the appointment of an independent Expert and shall agree with the Expert the terms of their appointment. If the Parties are unable to agree on an Expert or the terms of their appointment within five (5) Working Days of either Party serving details of a suggested Expert on the other, either Party shall then be entitled to request the President of the Institute of Chartered Accountants in England and Wales to appoint an Expert of repute with experience in the matters which are the subject of the Referral Issue and for the aforementioned President to agree with the Expert the terms of appointment.
- 15.2 The Expert is required to prepare a written decision including reasons and give notice (including a copy) of the decision to the Parties within a maximum of one month of the Referral Issue being referred to the Expert.
- 15.3 If the Expert dies or becomes unwilling or incapable of acting, or does not deliver the decision within the time required by this Clause then:-
- (a) the parties may agree to discharge the expert; and
  - (b) the Parties may proceed to appoint a replacement Expert in accordance with this Clause 15 which shall apply to the replacement Expert as if they were the first Expert to be appointed.
- 15.4 All matters under this Clause 15 must be conducted, and the Expert's decision shall be written, in the English language.
- 15.5 The Parties are entitled to make submissions to the Expert and will provide (or procure that others provide) the Expert with such assistance and documents as the Expert reasonably requires for the purpose of reaching a decision. Each Party shall with reasonable promptness supply each other with all

information and give each other access to all documentation and personnel and/or things as the other Party may reasonably require to make a submission under this Clause.

- 15.6 To the extent not provided for by this Clause 15, the Expert may in their reasonable discretion determine such other procedures to assist with the conduct of the determination as they consider just or appropriate including (to the extent considered necessary) instructing professional advisers to assist them in reaching their determination.
- 15.7 The Expert shall act as an expert and not as an arbitrator. The Expert shall determine the Referral Issue which may include any issue involving the interpretation of any provision of this Agreement, their jurisdiction to determine the Referral Issue and/or their terms of reference. The Expert may award interest as part of their decision. The Expert's written decision on the Referral Issue shall be final and binding on the Parties in the absence of manifest error or fraud.
- 15.8 The Expert may direct that any legal costs and expenses incurred by a Party in respect of the determination shall be paid by another Party to the determination on the general principle that costs should follow the event, except where it appears to the Expert that, in the circumstances, this is not appropriate in relation to the whole or part of such costs. The Expert's fees and any costs properly incurred by them in arriving at their determination (including any fees and costs of any advisers appointed by the Expert) shall be borne by the Parties in such other proportions as the Expert shall direct.
- 15.9 Each Party shall act reasonably and co-operate to give effect to the provisions of this Clause 15 and otherwise do nothing to hinder or prevent the Expert from reaching their determination.

## **16. General provisions**

- 16.1 The Grantee shall not assign the whole or any part of this Agreement without the prior written consent of LCC. LCC shall be entitled to assign or otherwise transfer the whole of this Agreement or any part of it.
- 16.2 The Grantee shall not be, or be deemed to be, the agent of LCC and shall not hold itself out as having any authority or power to bind LCC in any way.
- 16.3 No amendment shall be made to this Agreement other than with the written agreement of both Parties.
- 16.4 The failure by either Party to enforce at any time or for any period one or more of the terms or conditions of this Agreement shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Agreement.
- 16.5 If any provision of this Agreement is declared by a court or other competent authority to be unlawful, void or unenforceable, it shall be deemed to be deleted from this Agreement and shall be of no force and effect, and this Agreement shall remain in full force and effect as if such provision had not originally been contained in it. In the event of any such deletion, the Parties shall negotiate in good faith in order to agree the terms of a mutually acceptable provision in the place of the provision so deleted.
- 16.6 This Agreement shall be governed, interpreted and enforced according to the law of England and Wales.

**IN WITNESS OF** the hands of the Parties or their duly authorised representatives

Signed for and on behalf of )  
**LINCOLNSHIRE COUNTY COUNCIL** )  
by an authorised officer, in the presence of: )

Authorised Officer: \_\_\_\_\_

Print name: \_\_\_\_\_

**AND**

Signed for and on behalf of )  
**[insert name of the Grantee]** )  
acting by: )

Authorised Officer: \_\_\_\_\_

Print name: \_\_\_\_\_

**DRAFT**

## APPENDIX A

### The purpose of the Cash Grant

This Appendix details the purpose of the Cash Grant and what it is intended to be used for. Any additional conditions attached to the Cash Grant are also listed here.

#### 1. Purpose of Cash Grant:

In respect of any employee(s) recruited under the DSHC International Recruitment scheme into the adult care workforce in the East Midlands area by the Grantee and whose employment as such with the Grantee occurred during all or any part of the period 1 April 2023 to 31 March 2024 inclusive, the Cash Grant may be used by the Grantee to contribute towards the cost of supporting the recruitment, commencement of employment and/or retention of such employee(s) including (but not limited to) paying for:

- Driving licence and/or driving lessons
- ESOL or other relevant English language course(s)
- Accommodation support
- Travel costs to meet family/attend cultural events etc
- Furniture and other items to set up home in the UK
- Specific training needs related to their employment

Neither the whole nor any part of the Cash Grant may be used to fund any application for, management of, assignation of or any administration or other activity related to any Certificate(s) of Sponsorship, or for any other regulatory aspect of the Grantee's employment or proposed employment of any staff recruited from outside the United Kingdom.

Neither the whole nor any part of the Cash Grant may be used to fund any payment of salary, wages, pension contributions, tax or National Insurance contributions in relation to the employment or proposed employment of any staff recruited under the DSHC International Recruitment scheme.

#### 2. Additional conditions of the Financial Assistance

The Grantee shall:-

- **provide such reports to LCC as LCC shall require from time to time for monitoring the Purpose and use of the Cash Grant (including allocation and spend of sums received)** as set out in clause 11.1 of this Agreement
- maintain, and provide promptly when requested to LCC and the Department for Health and Social Care (DHSC), specific details on:
  - the number(s) of international recruits employed, during the period 1 April 2023 – 31 March 2024
  - retention rates of international recruits after 3 and 6 months following date of initial employment,
  - the origin of and type(s) of service in which the international recruits are employed by the Grantee
  - a **brief case study to be shared with DHSC** promptly when requested.
- prior to receipt of the Cash Grant, **sign up to the DHSC Code of practice for the international recruitment of health and social care personnel** (if not already signed up as at the date of the Grantee's application for the Cash Grant)
- require to **hold a Home Office Sponsorship Licence and a Certificate of Sponsorship for each international recruit** for whom funds are provided under this Grant Agreement, prior to receipt of the Cash Grant
- return to LCC within 20 Working Days of being so requested any part of the Cash Grant (up to and including the whole) which has not been spent by 31 March 2024 on the Purpose.

**APPENDIX B**  
**Payment of the Cash Grant**

**1. Conditions of payment:** *(e.g. submitting invoices or receipts to claim funds)*

The Cash Grant will be paid as follows:-

A single lump sum of £TBC payable within 30 days of the date of this Agreement.

**2. Payment arrangements:** *(e.g. dates and amounts of payments)*

Payment will be made to the Designated Bank Account by BACS payment.

Payment will appear at the Grantee's bank under the reference "IR Grant Payment", which will be notified by LinCA to the Grantee's bank as part of its effecting the transaction of payment of the Cash Grant to the Grantee.

As set out in clause 4.5 of the Grant Agreement, payment will be made by LinCA to the Grantee on behalf of LCC.