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Public Health
Wales

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Management of Service Level Agreements (SLAs) and Grant Payments Procedure

Introduction and Aim

The Standing Financial Instructions (SFIs) state the requirement for the Trust to maintain detailed policies and procedures for all aspects of grant funding. This procedure includes the relevant guidance for the management of grants and the process for awarding grant funding. In addition, the procedure provides clarity on the distinction between Contracts, Service Level Agreements (SLAs) and Grants.

The procedure supports the Trust’s responsibility to ensure that taxpayer’s money is spent appropriately and that it provides good value for money.

Linked Policies, Procedures and Written Control Documents

[All corporate policies and procedures are available on the Public Health Wales website](#)

Other written control documents which have been identified to have interdependencies with this procedure and should therefore be read in conjunction with, include;

- [Standing Financial Instructions](#)
- [All Wales Procure to Pay e-Manual](#)

Scope

This procedure is Trust wide but applies more directly to those Directorates and Divisions who:

- provide grant funding to external bodies in support of the delivery of the Trusts strategic priorities.
- deliver their services under Service Level Agreement arrangements, either as recipient or provider of those services.

Equality and Health Impact Assessment

An Equality, Welsh Language and Health Impact Assessment has been completed and can be viewed on the policy webpages.

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Disclaimer

If the review date of this document has passed please ensure that the version you are using is the most up to date either by contacting the document author or the [Board Business Unit](#)

Summary of reviews/amendments				
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1. Introduction

1.1 The purpose of this procedure is to:

- Outline the funding principles when working with partner organisations in the provision or delivery of services.
- To help managers decide whether a payment made to another NHS, not for profit or public sector organisation constitutes a **Grant** or a service being provided under a **Contract** or **Service Level Agreement (SLA)**
- Clarify the difference between Contracts, SLAs and Grants
- Describe the purpose of an SLA and the circumstances where the use of an SLA is appropriate.
- Explain what criteria need to be met for a payment to another organisation to constitute a grant payment.
- Define streamlined and efficient arrangements for the management and control of all SLAs and grant payments made by the Trust.
- Provide effective and clear guidance and promote best practice regarding the implementing and management of both SLAs and Grants payments.
- Ensure all staff involved in the processes understand their responsibilities for managing and monitoring the SLAs and grant payments.
- Provide a standard SLA model framework for use throughout the Trust.
- Provide the standard grant payment Terms and Conditions for use throughout the Trust.
- Ensure that there are procedures in place which support the governance requirements set out in the Trust Standing Financial Instructions and Standing Orders relating to payments and grants.

2. Funding Principles

- 2.1 Public Health Wales often works with other public sector partner organisations in the provision or delivery of services.
- 2.2 These organisations fall into the following categories:
- Other NHS Wales organisations
 - Local Authorities
 - Academic Institutions
 - Not for Profit or charitable organisations
- 2.3 The Trust should ensure that funding made to these partner organisations will **support the delivery of its strategic policy objectives**. Ongoing engagement with the relevant organisations will be needed to ensure mutual understanding of these objectives, as they develop over time, and will inform the basis of what Public Health Wales funds and the relevant partner's role in delivering agreed outcomes.
- 2.4 There needs to be **early and constructive dialogue** between Public Health Wales and the partner organisations to ensure a strategic approach to delivering key objectives and to allow for better planning of services.
- 2.5 That **best practise commissioning** principles are applied. That is, that there is an ongoing process used to decide which products or services are needed to deliver desired outcomes for the Trust.
- 2.6 That **Value for Money Value principles** are adhered to. The Trust has a responsibility to ensure that taxpayers' money is used economically, efficiently, and effectively. The principle is to achieve the best possible level of outputs and outcomes of acceptable quality at the lowest cost. This applies across the Trust and includes the purchase of goods and services from external suppliers.

The Trust commits to optimise value for money by:

- Establishing a **clear need for intervention** – a case for change.
- Setting **clear objectives** – what we want to achieve from our investments.
- Considering a **wide range of potential solutions** – selecting the option which meets the objectives with the optimal balance of benefits, cost and risk.

- Putting the arrangements in place to **successfully deliver** the proposal.
- Putting arrangements in place to **evaluate activities** – identifying and disseminating lessons learned and good practice.

Partner organisations are expected to ensure the economic, efficient and effective use of public money.

- 2.7 Where appropriate, the Welsh Government Third Sector Funding Code of Practice should be adhered to. Full details of the Code can be found at the following link:

[Final Third Sector Scheme and annexed Code of Practice \(gov.wales\)](#)

3. Deciding on Payment Type

- 3.1 It is important to understand whether the agreement being entered into is a contract /service level agreement (SLA) or whether the Trust is making a grant payment to the partner organisation, as each type of arrangement will be governed by different legal, financial and contractual regulations. For example, the legal liabilities for each party will vary considerably depending on whether the financial arrangement is a contract or a grant.
- 3.2 In addition, the tax position and liability for the recipient organisation may also be affected by whether income is grant income or income earned under a contract, in respect of VAT and corporation tax.
- 3.3 The main difference between a contract and a grant is as follows:
- Contracts - the Trust receives the product or service that it needs in return for payment.
 - **Grants - the Trust makes a contribution either to a project carried out by an external organisation or directly to that organisation because its activities contribute to the Trust's aims.**
- 3.4 As there are many situations when the Trust could use *either* procurement or a grant payment, it is important that the Finance Division and Procurement Team is involved from an early stage. The following National Audit Office (NAO)

webpage also gives detailed guidance on deciding on whether expenditure should be procurement or a grant:

<http://www.nao.org.uk/successful-commissioning/sourcing-providers/grant-or-procurement/>

3.5 Contracts

- 3.5.1 A contract is essentially a legally enforceable agreement between two parties where one party provides a second party with goods or services in return for payment. Contracts are used in the **procurement** of goods and services and are subject to UK rules on procurement.
- 3.5.2 The Trust Standing Financial Instructions also defines the rules to be adhered to relating to Procurement. For example, the number of tenders needed, and the authorisation limits.
- 3.5.3 All official Trust Purchase Orders (POs) are covered by the standard NHS Wales contract terms and conditions (T&Cs), which are legally enforceable under contract law. There are two sets of T&Cs – one covering the provision of goods and one covering the provision of services. The goods or services need to be easily definable.
- 3.5.4 Purchase Orders (POs) are not raised for all payments made to other NHS Wales organisations, although there are a few exceptions. Where no PO exists, the agreement between the Trust and other NHS Wales organisation is not covered by contract law. Instead, disputes are covered by the Welsh NHS Disputed Debts Guidance (WHC/2024/022).
- 3.5.5 **Procurement** is part of the “Procure to Pay” process (“P2P” Process) and is covered in detail in the [All Wales Procure to Pay e-Manual](#).

3.6 Service Level Agreements

- 3.6.1 Service Level Agreements can be stand-alone agreements in place of the general NHS Wales procurement contract (e.g. within NHS Wales or internal divisions of the Trust), or they can support a formal contract between the Trust and another non-

NHS organisation, providing more detail about the service to be provided.

- 3.6.2 Although an SLA is not necessarily a legally binding document under procurement law, all SLAs between NHS Wales organisations are recognised as formally binding by the Welsh Government and all NHS Wales SLAs need to be agreed and signed by the Welsh Government deadline as published in the Welsh NHS Disputed Debt Guidance. All SLAs not agreed by this date will be subject to the NHS Wales arbitration process.
- 3.6.3 Although SLAs are almost always between the Trust and other NHS organisations, in exceptional circumstances, SLAs can also be drawn up between the Trust and a non-NHS public sector organisation. In most cases this is where the service being commissioned is part of a partnership working arrangement between the Trust and the other public sector organisation and there are common objectives for both organisations.
- 3.6.4 SLAs are defined as “an agreement between the provider of a service and its users which quantifies the minimum quality of service which meets business needs’ (Hiles A, 1993). They can also form part of the contract and define exactly what services a service provider will provide and the required level or standard for those services.
- 3.6.5 SLAs should be very specific as they need to describe exactly what is needed. They will usually be negotiated between the customer and the provider and are tailored to meet specific objectives. Not all SLAs have a monetary value attached to them.
- 3.6.6 As with any formal agreement, an SLA needs to be monitored, and the costs of introducing an SLA and subsequent monitoring must not outweigh the benefits of introducing the SLA.
- 3.6.7 Section 4 gives further detailed guidance on how to prepare an SLA and Appendix 1 shows the example Trust SLA proforma.

3.7 Grants

3.7.1 HM Treasury defines grants as “a financial transfer used to fund an activity because that activity is in broad alignment with the funder’s objectives.”

3.7.2 Within Public Health Wales, grant payments are made to **local authorities**, other **NHS organisation**, **Not for Profit organisations** or **Charities and Academic Institutions**. The activity funded must be in alignment with the Trust objectives.

3.7.3 Grant payments will usually meet one or more of the following criteria:

- The service required is difficult to specify and is currently being met by a third sector or government organisation.
- It is not possible to establish an enforceable contractual arrangement (i.e. under contract law).
- Funding may be withdrawn and there is little scope for the recipient to appeal the decision.
- The funding is a **contribution** to the service cost **not payment** for a service received and will cover general running costs and will not be related to specific volumes or outputs.
- Funding is provided for development or strategic purposes.
- It is an innovative or experimental services.

3.7.4 Further guidance on grants, and how to manage them is given in section 5.

4. Creating a Service Level Agreement (SLA)

4.1 Assessing the need for a SLA

4.1.2 It is very important to assess the need for an SLA. Implementing and managing an SLA is resource intensive and requires management commitment, and so the benefits of having an SLA need to outweigh the cost.

4.1.3 It is important to discuss the issue with the service provider to ensure that there is a common understanding of whether an SLA is required. Ultimately, as the commissioner of a service, the Trust may need to insist on an SLA for a service if it is deemed appropriate.

4.2 Development of the SLA

- 4.2.1 Once a decision has been taken that an SLA is needed, it will need to be developed. SLAs should be specific, and so each SLA should be bespoke to that service, albeit with a common structure (Appendix 1).
- 4.2.2 Where possible, the Trust should draft the SLA for services provided to the Trust and not the provider. It is important for the Trust to go through the process of deciding what services need to be provided, how they are to be provided, when, where and to whom.
- 4.2.3 Management commitment is needed to give the SLA credibility; this ensures the support of changes to services and service delivery that may be deemed necessary and communicates that the agreement is important.
- 4.2.4 SLA managers need to be designated. Establishing an SLA requires capable, knowledgeable, dedicated staff to lead the effort of establishing the SLA and to manage it after it has been implemented.
- 4.2.5 Before making commitments to the Trust, service providers should determine the level of service they can realistically provide.
- 4.2.6 It is often helpful to assess current services and gather service user feedback. Such feedback will help the Trust understand the users' concerns and provides a baseline against which to assess satisfaction after SLA implementation.
- 4.2.7 It is important that all parties understand the concept of a SLA. The parties to an agreement often have different, and sometimes conflicting, views about SLAs. It is important to ensure that both parties agree on what an SLA is and what it can accomplish.
- 4.2.8 The service manager and the relevant professional lead must be involved in the drafting of the SLA, in order to ensure that the service specification is appropriate. The relevant professional lead should also be involved in the review process of the SLA to ensure clinical standards and professional regulation requirements are met.

- 4.2.9 The service provider should be involved in the development of any performance targets contained within the SLA and the agreements to monitor and report developed jointly, so that targets are both appropriate and practicable.

4.3 Main Elements of the SLA

- Financial **value** of the SLA (if a value is attached to the commissioned service)
- Detail of the Trust **objectives** to be achieved in the provision of the services, along with a **context setting**
- Detail of the **service deliverables**
- Definition of the **performance standards** that Public Health Wales expects in the provision of the services by the service provider
- Details of **monitoring arrangements**
- Details of the **remedial mechanism** and **compensation regime** where performance standards are not achieved or service deliverables not delivered

4.3.1 Context Setting and Trust Objectives

It is important to ensure that the purpose and scope of the SLA is set out and linked to the relevant Trust objective or priority for action.

Locally agreed principles or values underpinning the service may be included, in addition to relevant information about partnership working in this area. It may also be useful to include an explanation or definition of any technical terms used in the document.

It should be made clear at the outset if the service specification is based on any national standards and related targets, or other national or local guidance as appropriate, or a local analysis of needs.

4.3.2 Service Deliverables / Service Specification

This part of the SLA should include a detailed description of the services. Each individual service should be defined i.e. there should be a description of what the service is, where it

is to be provided, to whom it is to be provided and when it is required.

Some services may be **output** focused (e.g. the processing of X number of invoices) and some services may be **outcome** focused (e.g. change in behaviour). It will very much depend on which overall Trust objective and / or outcome the SLA will support.

Having determined the outcomes and outputs of services required, it is important to identify any other **quality aspects** that you require. Examples are:

- Expectations/requirements in relation to staffing levels, training, qualifications and experience.
- Expectation/requirements in relation to the management of staff, professional supervision and HR/employment standards.
- Compliance with local or national service standards and guidance.
- Provider policies, procedures and systems ensuring a safe, consistent and quality service.
- Involvement of users and Carers in agreeing care programmes and their review.
- Expectation/requirements of provider involvement in the review of services.
- Expectations of provider complaints procedures.

The purpose of setting out the service required, and the associated service deliverables is to enable the trust to monitor and control the performance of the service received from the provider against mutually agreed standards.

The specification is the key way in which the Trust can ensure that the service provided is in line with agreed levels and standards.

Specifications should be **proportionate**. For example, the expectations of an SLA for £400,000 should be very different to one for £10,000.

The specification should also make clear the expectations of the Trust in terms of the provider attending meetings and the sharing of information.

A schedule of meetings and the main agenda items might be included as an appendix of the specification.

4.3.3 Performance Standards / Target Setting

The Trust should state the expected standards of performance. This will vary depending on the service and it will be a matter of judgement and agreement between the Trust and the Service provider.

This section should detail the specific outcome and output targets to be achieved. It will be necessary to differentiate between those that are requirements and those that offer some flexibility for the service provider.

Public Health Wales managers will also need to agree these performance standards in the context of anticipated workloads and the service levels may need to vary in the light of any changes to these workloads during the course of the contract. All this can be built into the SLA so that the cost implications of a change in workload can be factored in.

The standards / targets should be easily monitored, this means avoiding the specification of levels that are subjective, intangible or incapable of quantification; for example, statements such as 'the provider will furnish a high level of service' are difficult to measure.

It is normally considered good practice to get a balance between outcomes, outputs and inputs, and, in any event, for outcomes to be restricted to three or four vital issues, which are meaningful and measurable.

Key areas of focus in managing the performance of specific service providers are to:

- Only seek information on performance that has a clear purpose.
- Review volume and quality with the objective of moving to measuring improvement in outcomes.
- Establish a hierarchy of KPIs which provides flexibility in the level of scrutiny needed when providers perform well.
- Ensure that the KPIs are consistent with those by which the Trust is measured.
- Set 'stretch targets' and offer incentives to deliver improved quality.

As well as the performance indicators that the provider will be expected to report on, any other monitoring

arrangements need to be outlined such as monitoring meetings, complaints or the possibility of spot checks.

4.3.4 **Remedial Mechanism and Compensation Regime**

Failure to achieve the agreed level of service should have a consequence for the service provider, which may or may not be financial.

For example, where the service provider fails to achieve the agreed performance standards, the service provider may be required to pay the Trust an agreed amount which should act as an incentive for improved performance. For example, if the 95% level for reporting is not achieved, the SLA could specify a reduction in price for each 0.5% shortfall in performance in each week.

4.3.5 **Other SLA Provisions:**

- **Changes to pricing**

Pricing may need to vary depending on a number of factors and the SLA may therefore include a pricing review mechanism or provisions dealing with the sharing of cost savings.

- **Contract Management**

In longer term contracts, the parties will need to keep performance of the services under review. Provisions dealing with reporting, meetings, information provision and escalation procedures for disputes are sometimes included in the SLA rather than in the main body of the agreement. These types of provisions are often overlooked, but for a contract for services to be successful, it is vital that contract management procedures are agreed and are actually followed.

- **Change Control**

Often the SLA will include a change control procedure, which sets out a mechanism for agreeing and recording changes to the agreement or to the services to be provided. In an agreement of any length or complexity, it is inevitable that changes will be made to the services (which will have a knock-on effect on the service levels) and an agreed and properly implemented change control procedure is vital.

4.4 Common mistakes

- The preparation of the SLA should not be left until the last minute. The SLA should take priority and should be worked up at the start of the process.
- Do not aim for absolute perfection and keep it simple. Prioritise which service levels are most important and remember that someone from Public Health Wales side needs to monitor service levels and compliance by the service provider.
- Don't have service levels without a compensation regime of some sort. Include service credits: there must be an incentive for the service provider to do better.
- Don't lose sight of your objectives. Ensure the service levels reflect the overall objectives for the Trust. If the overwhelming business objective is to save money, ensure that the service levels are focussed on achieving this.

5. Awarding a Grant

5.1 What is a Grant?

- 5.1.1 As stated in 3.7.1, according to HM Treasury, 'A grant is a financial transfer used to fund an activity because that activity is in broad alignment with the funder's objectives.'
- 5.1.2 In its most simple and basic form, a grant is a financial payment given by the Trust to the recipient to support the recipient either generally or in connection with a specific activity which contribute to the Trust's aims.
- 5.1.3 Unlike procurement, Grants are not covered by contract law, and the recipient is therefore not under the same kind of legally enforceable obligation to do or to deliver anything. This does not, however, mean that the recipient is free to do what it likes with any grant monies received: the recipient of a grant may only use the grant monies received for the specific purposes for which they have been made available. The Trust is not under any legal obligation to provide the grant monies.
- 5.1.4 Despite not being subject to the strict rules associated with a formal procurement process, the Trust needs to ensure that

taxpayers' money is spent appropriately and that all grants made provide good value for money and they are managed in accordance with chapter 13 of the Trusts [Standing Financial Instructions](#).

5.1.5 In addition, the SFIs state that the Trust needs “to take an appropriate evidence-based approach to underpin the design and development of all new funding programmes to ensure efficient and effective use of public funds, ensuring that the funding programme is the optimal solution and that funding is targeted where it is more needed and where it can have most impact”.

5.2 Management of Grants

5.2.1 Grants payments need to be authorised using the Scheme of Delegation Limits which are also used for the procurement of goods and services. These authorisation limits are shown in Section 7.

5.2.2 Budget holders are required to complete a “Grant Authorisation” form before grants are made by the Trust (Appendix 3). This authorisation form includes a checklist of criteria to help budget holders confirm that the payment is a grant payment and not procurement.

5.2.3 Management of Grants – Steps

The designated manager for each grant will take responsibility for ensuring that the grant is managed properly.

The following table shows the basic steps needed for grant management within the Trust.

STEP	ACTION NEEDED
1.	Establish that the payment is a grant and should not go through the procurement process by liaising with your finance manager to receive guidance. Manager to ensure the terms and conditions are fit for purpose
2.	Complete the Grant Payment Authorisation Form and submit to the Finance Division, along with details of payment schedule
3.	Template Allocation Letter with Terms and Conditions. Additional Conditions and Performance Measurements prepared.

4.	Officially notify the recipient of the details of the grant
5.	Monitor the grant using the performance information supplied by the receiving organisation, ensuring regular meetings are set up to discuss ongoing performance
6.	Notify Finance Division if there are any performance or other issues which will affect the payment of invoices related to the grant

5.2.4 Further information on the management of grants can be found in the Audit Wales Grants Management Mini-Guides, which can be found in the following link:

[Grants management mini-guides | Audit Wales](#)

5.3 Grant Terms and Conditions

5.3.1 Example standard terms and conditions can be found in Appendix 2.

5.3.2 Additional Conditions

Grant payments fall into a range between “*Giving*” and “*Shopping*”. “*Giving*” is where there is nothing expected in return for the grant payment (i.e. the payment is a contribution to an organisation with the same aims as the Trust). “*Shopping*” is very similar to the procurement of a service and the Trust will expect something in return for the grant payment. Most grant payments fall somewhere between the two ends of this continuum.



The closer to the “shopping” end of the range, the more prescriptive and defined the delivery outputs will be from the organisation to which the grant is being made. Along with the standard Trust T&Cs, there may need to be **additional conditions** and performance measurements added to the offer letter.

5.5 Grant Monitoring

- 5.5.1 It is very important to ensure that the grant payments made by the Trust are being used for the purpose intended by the recipient organisation and that the grant objectives are being met.
- 5.5.2 The Trust is responsible for ensuring that all third-party delivery organisations comply with and adhere to the terms and conditions of the Funding Agreement.

6 Roles and Responsibilities

6.1 Nominated Officer (for both SLAs and Grants)

- To review the outlined requirements and the specification development/ performance indicators.
- To ensure that, where SLAs are required for services provided within their Division / Directorate the full costs are covered and budgeted for.
- To mitigate the level of financial or clinical risk to the Trust by monitoring compliance and performance against the SLA terms.
- To review the SLA at least annually with the Provider and make appropriate changes to service delivery and price as applicable. Direct service monitoring should be carried out at least quarterly.
- To ensure that delivery and performance of the service is in line with the terms of the SLA.
- To ensure that the grant T&Cs are being adhered to and the grant objectives are being met.

6.2 Deputy Director of Finance

- To ensure internal controls are in place so that Divisional and / or Executive Directors approve all SLAs/Contracts relevant to their division / directorate.
- To ensure all SLAs/Contracts are signed and dated, by both parties, and in line with the Trust Standing Financial Instructions and Scheme of Delegation.

6.3 Public Health Wales Employees

- To fully understand and comply with the guidance contained within this procedure.
- To utilise the standard template SLA in the contracting process.
- To ensure that all Grants made by the Trust comply with the Grant Procedure checklist; appropriate terms and conditions are set, and the grant is monitored.

7. Authorisation Levels

The Trust Standing Financial Instructions and Scheme of Delegation sets out the authorisation levels for the signing of SLAs and grants as follows (please note there is a distinction between Public Health Wales core Directorates and the hosted NHS Executive body)

PHW Core Directorates

Title	Amount (up to)
Chief Executive	£500,000
Executive Director	£60,000
Divisional Directors/Head of Service	£30,000
Team Leads / Business Managers	Various – please check Scheme of Delegation

NHS Executive

Title	Amount (up to)
Chief Executive	£500,000
NHS Executive Responsible Officer	£100,000
National Director	£50,000
Head of Function/Service	Various – please check Scheme of Delegation
Team Leads / Business Managers	Various – please check Scheme of Delegation

8. Training Requirements

This document will be implemented and disseminated through the organisation immediately following ratifications and will be published on the Trust's website.

This procedure will be promoted and disseminated to the identified Directorates and Divisions via the relevant Finance Business Partner and via the Business and Planning Leads group.

9. Monitoring Compliance

The monitoring and review of this procedure is the responsibility of the Finance Division. Reviews will be undertaken every 3 years, or when changes are identified prior to the required review date.

Appendix 1: Example SLA Pro-forma



Service Level Agreement

between:

Public Health Wales NHS Trust ("the Trust")

and

<<Organisation>>

<<NAME OF SLA>>

THIS AGREEMENT is dated <<DATE>>

Parties:

The parties to this service level agreement (Agreement) are:

(1) **Public Health Wales NHS Trust** ("the Trust") of:

2 Capital Quarter

Tyndall Street

Cardiff

CF10 4BZ

(2) **<< Service Provider >>** of:

<< Address line 1 >>

<< Address line 2 >>

<< Address line 3 >>

<< Postcode >>

together "the Parties" and each a "Party"

1. Background

- 1.1. The Trust has agreed with the <<Service Provider>> to enter into an arrangement for the delivery of Services set out at Annex A (**Service Specification**)
- 1.2. The Parties wish to record the basis on which they will work together. This Agreement sets out:
 - a) the principles underpinning this Agreement;
 - b) the services to be provided; and
 - c) the respective roles and responsibilities the Parties.
- 1.3. Each Party shall at all times act in good faith towards the other Party in interpretation and the delivery of this agreement.

2. Principles

The Parties agree to adopt the following principles when carrying out this agreement (**Principles**):

- a) collaborate and co-operate in the delivery of the services to ensure that the objectives of the Trust are met;
- b) be accountable. *Take on, manage and account to each other for performance of the respective roles and responsibilities set out in this Agreement;*
- c) be open. *Communicate openly about major concerns, issues or opportunities relating to the agreement;*
- d) learn, develop and seek to achieve full potential. *Share information, experience, materials and skills to learn from each other and develop effective working practices, work collaboratively to identify solutions, eliminate duplication of effort, mitigate risk and reduce cost;*
- e) adopt a positive outlook. *Behave in a positive, proactive manner;*
- f) adhere to statutory requirements and best practice. *Comply with applicable laws and standards including EU procurement rules, data protection and freedom of information legislation;*
- g) act in a timely manner. *Recognise the time-critical nature of the project and respond accordingly to requests for support;*
- h) manage stakeholders effectively;
- i) act in good faith to support achievement of the key objectives and compliance with these principles; and
- j) provide coherent, timely and efficient decision-making.

3. Purpose and scope of the SLA

- 3.1. <<...Include information which sets the context of the SLA and the relevant Trust objectives that the SLA will support.

Locally agreed principles or values underpinning the service may be included, in addition to relevant information about partnership working in this area. It may also be useful to include an explanation or definition of any technical terms used in the document.

It should be made clear at the outset if the service specification is based on any national standards and related targets, or other national or local guidance as appropriate, or a local analysis of needs.....>>

4. Services to be provided

- 4.1. << summary of services / details in Annex A>>

5. Roles and responsibilities

- 5.1. The roles and responsibilities of the Parties are set out in Annex B.

6. Prices and payments

- 6.1. The Trust shall pay <<the Service Provider>> for the Services that <<the Service Provider>> delivers to the Trust in accordance with the terms of this Agreement.
- 6.2. The prices for the Services are set out against each service requirement in Annex C.
- 6.3. The Trust shall set out in writing, for <<the Service Provider>>, a statement of the monthly sums due taking into account any deductions or credit arising as a result of this Agreement.
- 6.4. <<The Service Provider>> shall submit an invoice to the Trust in respect of the Services provided on a monthly basis based on the statement issued by the Trust.

- 6.5. The Trust shall pay all or any undisputed sums within 30 business days of the receipt of the invoice from <<the Service Provider>>.
- 6.6. Where there are disputed sums the Parties shall refer the matter through the Disputes Procedure as set out in section 10.

7. Information

- 7.1. The information to be reported by the Parties shall be set out at Annex D.
- 7.2. Failure to provide the information set out in Annex D shall carry a consequence set out against each key indicator.
- 7.3. The Trust shall act reasonably in requesting additional or ad hoc information.
- 7.4. <<The Service Provider>> shall provide requested additional or ad hoc information as soon as practicable.

8. Performance Management

- 8.1. Each Party shall nominate a named contract manager, which may be changed from time to time and notified in writing to the other Party, to act as contact point for the management of this Agreement.
- 8.2. The Parties shall meet <<insert timescale / frequency>> to review the performance of this agreement.
- 8.3. Either Party can submit matters for discussion at the review meeting.
- 8.4. A written record of the review meeting shall be agreed and circulated.
- 8.5. Where performance of the Services and/or any other obligations under this Agreement falls below the service requirements or key indicators set out in this Agreement or could be reasonably expected from a Party to this Agreement, then a corrective action plan will be agreed by the Parties setting out the improvement in performance that

should be achieved by <<the Service Provider>> prior to the next performance review meeting.

- 8.6. Where the corrective action plan, or part of the corrective plan is not complied with and the agreed improvement in performance is not achieved by the next performance review meeting, the Trust may exercise the consequence identified against each corrective action.
- 8.7. Where there is persistent failure to meet the performance standards or key indicators or a corrective action plan is not complied with then the Trust will exercise any of the following options:
 - a) To substitute <<the Service Provider>> provider with an alternative provider: or
 - b) To terminate this agreement to allow the Trust to procure an alternative provider
- 8.8. A record of any corrective action plan and any consequence exercised and actions completed shall be recorded in the written record of the review meeting.

9. Key indicators

- 9.1. Key indicators relating to specific service delivery matters and this agreement are set out in Annex E. The key indicators shall be reviewed at performance review meetings.
- 9.2. The Trust may exercise the consequence set out against each key indicator in Annex E where that key indicator is not met.

10. Disputes

- 10.1. Where disputes arise, the parties in the first instance should seek to negotiate a compromise to resolve the dispute.
- 10.2. The Welsh NHS Disputed Debts Guidance (WHC/2024/022) states the deadlines for agreement and signing of all NHS Wales LTA/SLA documents. Organisations are to report on the status of obtaining signed agreements via the Financial Monthly Monitoring Return process.
- 10.3. The LTA/SLA arbitration process should be seen as a last resort, it is therefore expected that immaterial values will be

resolved between parties. If organisations fail to reach an agreement and require WG intervention, then cases should be submitted, irrespective of the value.

10.4. When disputes arise on LTA/SLAs and invoices have been raised, then the invoice arbitration process should be followed. For agreements with organisations outside of the NHS, the relevant debt recovery procedure should be followed.

10.5. When a dispute arises, but the invoice arbitration process is not applicable as it is not yet directly linked to an invoice, organisations can submit a case for arbitration at any point during the year, on a date agreed between the two parties and the WG Head of NHS Financial Management. For disputes with organisations outside of the NHS, advice from a third party arbitrator should be taken to seek resolution.

11. Data Protection and Confidentiality

11.1. Each party should have a code of practice on confidentiality which contains the key provisions of the Data Protection Act 1998 and the requirements of the Caldicott principles and have mechanisms to ensure compliance with these requirements.

11.2. Each party should be aware of and acknowledge their respective duties and obligations under the Freedom of Information Act (2000) and shall give all reasonable assistance to each other where appropriate or necessary to comply with such duties.

11.3. To the extent that <<the Service Provider>> is acting as a data processor on behalf of the Trust, the <<Service Provider>> shall:

a) only process such personal data as is necessary to perform its obligations under this Agreement, and only in accordance with any instruction given by the by the Trust under this Agreement;

b) put in place appropriate technical and organisational measures against any unauthorised or unlawful processing of such personal data, and against the accidental loss or destruction of or damage to such personal data;

c) take reasonable steps to ensure the reliability of staff who have access to such personal data.

11.4. <<The Service Provider>> and the Trust shall ensure that personal data is safeguarded at all times and in accordance with the law, which shall include without limitation, obligations to:-

- the Service Provider's information governance lead [identify post] will be in a position to liaise with the Client's Clinical Board, who will take the lead for information governance;
- (where transferred electronically) only transfer data (i) where this is essential having regard to the purpose for which the transfer is conducted; and (ii) that it is encrypted to the higher of the international data encryption standards for healthcare and the National Standards (includes but not limited to data transferred over wireless networks, held on laptops, CDs, memory sticks and tapes);
- have agreed protocols for sharing personal data with other NHS organisations and, where appropriate, non-NHS organisations.

12. Welsh Language

12.1. <<The Service Provider>> warrants and undertakes that it will ensure that it meets the its obligations in respect of the Welsh language, including but not limited to its obligations under the Government of Wales Act 2006, the Welsh Language Act 1993 or the Welsh Language (Wales) Measure 2011.

13. Intellectual property

13.1. Except as set out expressly in this Agreement no Party shall acquire the intellectual property rights (IPR) of the other Party.

13.2. Where, during the Agreement, Intellectual Property Rights are, in the view of one or other Party, created which are owned by that Party, then the Party will notify the other Party that such is the case. The Party in receipt of such notice shall either agree or disagree that Intellectual Property Rights have been created that are owned by the notifying party.

- 13.3. Where no Party notifies the other Party of a claim to Intellectual Property Rights, any such Intellectual Property Rights that may, in fact, be created will be jointly owned.
- 13.4. Through the operation of services, no Intellectual Property Rights shall transfer from one Party to the other, unless explicitly agreed and documented in advance.
- 13.5. For Intellectual Property Rights owned by the Trust, the Trust shall be deemed, for the Term of this Agreement, to automatically grant a royalty-free, non-exclusive license of any and all such rights to the Service Provider to use the same in accordance with the terms and conditions of this Agreement and the Services.
- 13.6. For Intellectual Property Rights owned by the Service Provider, the Service Provider shall be deemed, for the Term of this Agreement, to automatically grant a royalty-free, non-exclusive license of any and all such rights to the Client to use the same in accordance with the terms and conditions of this Agreement and the Services, which shall include the dissemination of best practice with the NHS.
- 13.7. For Intellectual Property Rights owned jointly by the Trust and the Service Provider, each Party shall be deemed, for the Term of this Agreement, to automatically grant a royalty-free, non-exclusive licence of any and all such rights to the other Party to use the same in accordance with the terms and conditions of this Agreement and the Services, which shall include the dissemination of best practice with the NHS.
- 13.8. From time to time, the Service Provider shall disclose all documents and information concerning the development of Best Practice IPR to the Trust. The Service Provider shall grant the Client a royalty-free, non-exclusive licence in perpetuity to use such Best Practice IPR, albeit solely for the purpose of teaching, training and research within its own organisation.
- 13.9. The Parties agree that additional agreements may need to be entered into between the Parties in relation to the joint ownership of Intellectual property Rights where it may be necessary for the Parties to set out exactly how the Intellectual Property Rights are jointly owned.

13.10. In complying with the provisions of this Clause and subject to Clause 14.9, both Parties hereby undertake to execute any such agreements and perform any such actions which may be necessary to put such licenses into effect and shall each bear any costs associated therewith.

13.11. The Service Provider must acknowledge the support of the Trust on all materials, publicity, press releases and marketing material produced in relation to the Services. Such acknowledgement must be in a form approved by the Trust and must comply with the Trust branding guidelines.

13.12. The Service Provider must provide the Trust with a copy of all materials (including reports and papers) listed in the Services for our approval before such materials are published. The Service Provider **may not publish such material without prior written approval from the appropriate representative of the Trust.**

14. Term and termination

14.1. This Agreement shall commence on the date of signature by both Parties and shall expire on << end date >> notwithstanding the rights under clause 12.2.

14.2. Either party may terminate this Agreement by giving at least 6 months' notice in writing to the other party.

14.3. Any change of status of either party, including change in control, shall automatically lead to the termination of this Agreement.

15. Charges and liabilities

15.1. Except as otherwise agreed in writing, the Parties shall each bear their own costs and expenses incurred in complying with their obligations under this Agreement.

15.2. Both Parties shall remain liable for any losses or liabilities incurred due to their own or their employee's actions and neither party intends that the other Party shall be liable for any loss it suffers as a result of this Agreement.

16. Status of this Agreement

- 16.1. For intra-NHS organisations only, this agreement is an 'NHS contract' made between NHS Bodies pursuant to section 7 of the NHS (Wales) Act 2006.
- 16.2. This Agreement is not intended to be legally binding, and no legal obligations or legal rights shall arise between the Parties from this Agreement. The Parties enter into the Agreement intending to honour all their obligations.
- 16.3. Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties or that <<the Service Provider>> be deemed to be the agent of the Trust, nor authorise either of the Parties to make or enter into any commitments for or on behalf of the other Party.

17. Signed Agreement

Signed for and on behalf of [the Trust]	
Signature:	
Name:	
Position:	
Date:	
Signed for and on behalf of <<the Service Provider>>	
Signature:	
Name:	
Position:	
Date:	
CONTRACT MANAGERS	
The Trust	
Name:	
Office address:	
Tel No:	
E-mail Address:	
<<Service Provider>>	
Name:	

Office Address:	
Tel No:	
E-mail Address:	

Appendix 2: Example Terms and Conditions for grants

Name

xxxxxxx

xxxxxxx

Post code

Date

Dear *insert name*,

Grant Acceptance Letter: *Name of Grant*

Please find enclosed the grant terms and conditions to support the delivery and/or evaluation of specific improvement activity for xxxxxxxx programme. This funding will be £xxx to cover insert start date – insert end date (**please ensure this section is completed, grant amounts and timeframe information is mandatory for authorisation purposes**).

To accept this award of funding, you need to sign and return **two** copies of this agreement to the appropriate representative of Public Health Wales. None of the funding can be paid to you until we have received your signed agreements. Both copies will be signed by the appropriate representative of Public Health Wales and one copy returned to you for your records.

Yours Sincerely,

Budget Holder Name

Budget Holder Title

Xxxxxxxx Team/Division

Public Health Wales

c.c. **Insert names as appropriate**

Grant name to be inserted

Grant Terms and Conditions

1. INTRODUCTION AND PURPOSE

- 1.1 This document sets out the terms and condition of our grant offer to you.
- 1.2 This is a legal document, and you should ensure that you fully understand your responsibilities before accepting a grant from us.
- 1.3 If you have any general questions about this document, please contact XXXXXXXX.

2. DEFINITIONS

- 2.1 'You' means the organisation that we have given a grant to, the Grantee.
- 2.2 'We', 'us' and 'our' means Public Health Wales NHS Trust and includes our employees and those acting for us, the Grantor.
- 2.3 The 'Scheme' or 'Programme' means the grant scheme, programme or activity that we have agreed to give you a grant for, as set out in the scheme or programme schedule or programme agreement, together with any supporting documents such as budget information, a timetable and any other documents that set out how the scheme or programme will be managed.
- 2.4 'Arising Intellectual Property' means any Intellectual Property which is generated or first reduced to practice by any Party or

Parties directly as a result of the work undertaken in accordance with this Agreement.

- 2.5 'Background Intellectual Property' means any Intellectual Property excluding Arising Intellectual Property owned or controlled by any Party prior to commencement of or independently from the Scheme, and which the owning Party contributes or uses in the course of performing the Scheme.
- 2.6 'Confidential Information' shall mean any Background Intellectual Property disclosed by one Party to the other for use in the Scheme and identified as confidential before or at the time of disclosure and any Arising Intellectual Property in which that Party owns the Intellectual Property.
- 2.7 'DPA' shall mean the Data Protection Act 2018 (as amended from time to time).
- 2.4 The 'Grant Agreement' includes and incorporates:
- these standard terms and conditions;
 - an accompanying 'Schedule' detailing the specific requirements of the grant scheme or programme (Annex A); and
 - The letter confirming the grant funding allocation that sets out any additional conditions.

3. THE GRANT

- 3.1 The amount of the grant is set out in the 'Confirmation Letter'. We are not able to increase the amount of the grant.
- 3.2 You must accept our offer by signing and returning the 'Grant Acceptance Form'. The Acceptance Form must be signed by someone who is authorised to sign on behalf of the organisation.
- 3.3 The Grant Agreement will come into force from XXXXXXXX until XXXXXXXX.
- 3.4 We will pay the grant as set out in the accompanying Schedule in the section 'Payment of Grant and Procedure' (Annex B).
- 3.5 You must use the grant exclusively for the purpose described in the accompanying 'Schedule' (Annex A).

- 3.6 The scheme, programme or activity that we have agreed to give you a grant for will be reviewed at review meetings and in progress reports during the funding period. The details of the grant scheme, programme or activity may be reconsidered or substituted, but within the original broad scope of the grant. Reasonable changes to the grant (including the service details, payment, the timescales) need to be agreed by you and Public Health Wales, however, neither you or Public Health Wales is obliged to give consent.
- 3.7 You must tell us promptly about any changes to information you have given us, including any changes to your bank or building society details and you must make sure that the information you hold is always true and up to date.
- 3.8 You must not use the grant to pay for any spending commitments other than those detailed in the accompanying 'Schedule'.
- 3.9 You must hold any unused part of the grant on trust for us at all times.
- 3.10 You must tell us if you receive any other funding for the 'Scheme' or 'Programme' from any other source at any time. If this means that you no longer need the funding from us, you must pay the grant back to us immediately upon demand from us.
- 3.11 If you spend less than the whole grant on the 'Scheme', or 'Programme', you must return the unspent amount to us promptly. If the grant part-funds the 'Scheme' or Programme', you must return the appropriate share of the unspent amount to us.
- 3.12 Hours spent working by staff (who are employed to work on the scheme or programme) on work or programmes outside of the work plan agreed between you and us will not be charged against this grant.
- 3.13 Any under spend of the grant at the end of the Programme, shall be returned to us.
- 3.14 As the grant comes from public funds, you must account to us for any profit that you make from the 'Scheme' or 'Programme' and we reserve the right to require you to pay back all or part of the grant.

- 3.15 If you enter into an agreement with any third party with a view to commercial exploitation of the 'Scheme' or 'Programme' or anything relating to it, you must contact us to obtain our consent. Our consent may be subject to conditions, including conditions requiring the repayment of all or part of the grant.
- 3.16 You must get our written permission before making any changes to the 'Scheme' or 'Programme' or to its aims, structure, delivery, outcomes, duration or ownership.
- 3.17 If we agree that you can make changes to the 'Scheme' or 'Programme', we may ask you to agree to additional conditions. Any agreed changes and/or additional conditions will be set out in a separate legal agreement between us and you; you should not start any new or changed activity until that agreement has been signed by both us and you.
- 3.18 You must make satisfactory progress with the 'Scheme' or 'Programme' and fulfil its requirements on time. You must tell us immediately if anything threatens to curtail or delay the 'Scheme' or 'Programme'.
- 3.19 Key indicators relating to the performance of the 'Scheme' or 'Programme' will be agreed by both Parties. Public Health Wales may exercise the consequence set out against each key indicator where that key indicator is not met.
- 3.20 You must ensure that all records, including financial records, relating to the 'Scheme' or 'Programme' are accurate and up to date.
You must keep these records for the 'Scheme' or 'Programme' in accordance with HMRC requirements.
- 3.21 Where applicable you must maintain adequate insurance at all times, and we may ask you to send us copies of these policies. This includes employee and public liability insurance and insurance that covers the full replacement value of any assets you have purchased using the grant.
- 3.22 You must give us, or any person nominated by us, access to all records relating to the 'Scheme' or 'Programme', including (but not limited to) accounts and any other financial records, VAT and any other tax records. We can ask for access to these records for up to seven years after the 'Scheme' or 'Programme'.

3.23 We will be indemnified against any liabilities, claims, proceedings, demands, losses, costs and expenses that we have suffered or incurred directly arising as a result of or in connection with any failure by yourself in delivery of the 'Scheme' or 'Programme' or any obligations that you may have with to a third party. Such indemnity shall be limited to the total amount received by you under this agreement.

4. The 'Scheme' or 'Programme'

4.1 You must send us any information and records that we reasonably require to monitor your 'Scheme' or 'Programme' and how the grant is being used.

4.2 Where applicable, you must provide us with clear and accurate accounts that cover the period of the 'Scheme' or 'Programme'. These accounts must follow any relevant legal requirements for accounts, audit or examination of accounts, annual reports or annual returns and must clearly show income and expenditure.

We may ask for proof of expenditure.

4.3 In carrying out your 'Scheme' or 'Programme', you must meet all laws regulating the way you operate, the work you carry out, the staff you employ or the goods and services you buy. For example, you are responsible for getting any licences, permissions and insurances that are necessary by law.

4.4 You must have appropriate policies in place at all times to help you comply with the law and good practice including, but not limited to:

- Data protection and Freedom of Information Act;
- Equal opportunities including discrimination on the basis of race, age, gender, disability, religion and/or sexuality;
- Employment law;
- Safeguarding Children and Vulnerable Adults

5. Information, marketing and publicity

5.1 You must acknowledge the grant publicly as appropriate and as practical.

- 5.2 You must follow our branding and publicity guidelines at all times. You will acknowledge our support in any published documents that refer to the 'Scheme' or 'Programme', including any advertisements, accounts and public annual reports, or in written or spoken public presentations about the 'Scheme' or 'Programme'.
- 5.3 You must acknowledge our grant funding by following any guidelines we provide. You should feature the appropriate insignia (logo) on all information, marketing and publicity materials relating to the activity we have agreed to fund, including printed and online material. You should also incorporate verbal and written acknowledgment of our support into your communications, as specified in the accompanying Schedule.

6. Confidentiality

- 6.1 Neither Party will disclose to any third party, nor use for any purpose any of the other party's Confidential Information.
- 6.2 Neither party will be in breach of any obligation to keep any Background Intellectual Property, Arising Intellectual Property or other information confidential or not to disclose it to any other party to the extent that it:
- 6.2.1 is known to the party making the disclosure before its receipt from the other party, and not already subject to any obligation of confidentiality to the other party;
 - 6.2.2 is or becomes publicly known without any breach of this Agreement or any other undertaking to keep it confidential;
 - 6.2.3 has been obtained by the party making the disclosure from a third party in circumstances where the party making the disclosure has no reason to believe that there has been a breach of an obligation of confidentiality owed to the other party;
 - 6.2.4 has been independently developed by the party making the disclosure;
 - 6.2.5 is disclosed pursuant to the requirement of any law or regulation (provided, in the case of a disclosure under the Freedom of Information Act 2000, none of the

exceptions to that Act applies to the information disclosed) or the order of any Court of competent jurisdiction, and the party required to make that disclosure has informed the other of the requirement and the information required to be disclosed; or

6.2.6 is approved for release in writing by an authorised representative of the other party.

6.3 If a Party (the "requesting Party") receives a request under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004 to disclose any information that, under this Agreement, is the other Party's Confidential Information, it will notify that Party and will consult with that Party promptly and before making any disclosure. That Party will respond to the Requesting Party within 5 days after receiving the Requesting Party's notice if that notice requests the Party to provide information to assist the Requesting Party to determine whether or not an exemption to the Freedom of Information Act applies to the information requested under that Act or the exemption under the Environmental Information Regulations 2004.

6.4 Neither Party will use the other's name or logo in any press release or product advertising, or for any other promotional purpose, without first obtaining the other's written consent; except that the Grantee may identify the sums received from the Trust in the Grantee's Annual Report and similar publications.

6.5 The Programme will form part of the actual carrying out of a primary charitable purpose of you; that is, the advancement of education through teaching and research. There must therefore be some element of public benefit arising from the Programme, and this is secured through the following sub-clauses.

6.5.1 This Agreement shall not prevent or hinder registered students of any Party from submitting for degrees of that Party theses based on results obtained during the course of work undertaken as part of the Programme; or from following that Party's procedures for examinations and for admission to postgraduate degree status.

6.5.2 In accordance with normal academic practice, all employees, students, agents or appointees of the Parties (including those who work on the Project) shall be permitted:-

6.5.2.1 following the procedures laid down in Clause 6.6, to publish results, jointly where applicable, obtained during the course of work undertaken as part of the Programme; and

6.5.2.2 in pursuance of your academic functions, to discuss work undertaken as part of the Programme in internal seminars and to give instruction within their organisation on questions related to such work.

6.6 Each Party will use all reasonable endeavours to submit material intended for publication to the other Party in writing not less than thirty (30) days in advance of the submission for publication. The publishing Party may be required to delay submission for publication if in any other Party's opinion such delay is necessary in order for that other Party to seek patent or similar protection for material in respect of which it is entitled to seek protection, or to modify the publication in order to protect Confidential Information. A delay imposed on submission for publication as a result of a requirement made by the other Party shall not last longer than is absolutely necessary to seek the required protection; and therefore shall not exceed six (6) months from the date of receipt of the material by such Party, although the publishing Party will not unreasonably refuse a request from the other Party for additional delay in the event that property rights would otherwise be lost. Notification of the requirement for delay in submission for publication must be received by the publishing Party within thirty (30) days after the receipt of the material by the other Party, failing which the publishing Party shall be free to assume that the other Party has no objection to the proposed publication.

6.7 The provisions of Clause 6.1 and 6.2 shall survive for a period of three (3) years from the date of termination of this Agreement. The provisions of Clause 6.5 shall survive for a period of one year from the date of termination of this Agreement.

7. Intellectual Property

7.1 For the avoidance of doubt all Background Intellectual Property used in connection with the Scheme shall remain the property of the Party introducing the same.

- 7.2 Each Party grants the others a royalty-free, non-exclusive licence for the duration of the Scheme to use its Background Intellectual Property for the sole purpose of carrying out the Scheme. No Party may grant any sub-licence over or in respect of the other's Background Intellectual Property.
- 7.3 Each Party shall own the Arising Intellectual Property generated by its employees, students and/or agents under the Scheme and shall ensure that it secures ownership of such Arising Intellectual Property from its employees, students and agents. Subject to the Grant Terms and Conditions, any Party owning any Arising Intellectual Property shall be entitled to use such Arising Intellectual Property as that Party sees fit, and subject always to Clause 7.5.
- 7.4 Where any Arising Intellectual Property is created or generated jointly and it is impossible to segregate each Party's intellectual contribution to the creation of the Arising Intellectual Property, the Arising Intellectual Property will be jointly owned by those Parties in equal shares.
- 7.5 Each Party is hereby granted an irrevocable, non-transferable, royalty-free right to use for teaching, research and publications all Arising Intellectual Property generated in the course of the Scheme.

8. Charges and liabilities

- 8.1 Subject to clauses 8.2 and 8.3 both Parties liability under this agreement shall be limited to the amount set out at Annex B.
- 8.2 Nothing in this Agreement shall limit or exclude the Grantee's liability for:
- death or personal injury resulting from negligence; or
 - any fraud or for any sort of other liability which, by law, cannot be limited or excluded.
- 8.3 Subject always to clause 8.2, both Parties shall have no liability whatsoever (whether in contract, tort or otherwise) for any indirect or consequential loss (including but not limited to pure economic loss, loss of profits, loss of business or goodwill) howsoever caused.

9. Bribery

9.1 The Parties shall:-

9.1.1 comply with all applicable laws, statutes, directives and/or regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;

9.1.2 not engage in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010;

9.1.3 comply with the Grantee's Anti-Bribery Policy or their own equivalent (as amended from time to time), a copy of which is available from the Planning & Governance Office, including but not limited to implementing 'adequate procedures' in line with the guidance issued by the Secretary of State under section 9 of the Bribery Act 2010;

9.1.4 promptly report to the other request or demand which if complied with would amount to a breach of either this Agreement or the Grantee Anti-Bribery Policy;

9.1.5 ensure that any person associated with it who is performing services and/or providing goods in connection with this Agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Parties in this clause.

9.2 Any breach of this clause shall be deemed a material breach of this Agreement entitling a party to terminate it immediately.

10. Data Protection

10.1 In establishing and managing this grant process, there should be no reason for the exchange of personal data. However, Parties acknowledge that they are the data controller for any personal data processed by them and responsibility for ensuring compliance with data protection legislation rests with the Party concerned.

10.2 The Grantee acknowledges that any processing of personal data that occurs as part of any work carried out as a result of this grant, is not covered by this agreement and responsibility

for ensuring compliance with data protection legislation rests with the Grantee.

10.3 Each Party shall indemnify, to a maximum liability of £500,000 (five hundred thousand pounds) the other Party for any breach of the DPA and/or this clause 10 which renders the other Party liable for any costs, fines, claims or expenses howsoever arising.

11. Law

11.1 This Agreement will be governed by laws of England and Wales and the Parties submit to the non-exclusive jurisdiction of the English and Welsh courts.

12. Third Parties

12.1 No one except a Party to this Agreement has any right to prevent the amendment of this Agreement or its termination, and no one except a Party to this Agreement may enforce any benefit conferred by this Agreement, unless this Agreement expressly provides otherwise.

13. Amendments

13.1 No variation or amendment of this Agreement will be effective unless it is made in writing and signed by each Party's representative.

14. No Agency

14.1 Nothing in this Agreement creates, implies or evidences any partnership or joint venture between the Parties, or the relationship between them of principal and agent. Neither Party has any authority to make any representation or commitment, or to incur any liability, on behalf of the other.

15. Entire Agreement

15.1 This Agreement constitutes the entire Agreement between the Parties relating to its subject matter. Each Party acknowledges that it has not entered into this Agreement on the basis of any warranty, representation, statement, agreement or undertaking except those expressly set out in this Agreement.

16. Counterpart

16.1 This Agreement may be executed in counterparts, each of which when executed shall constitute a duplicate original, but all counterparts shall together constitute one agreement. Where this Agreement is executed in counterparts, following execution each party must promptly deliver the counterpart it has executed to the other party. Transmission of an executed counterpart of this Agreement by email in PDF, JPEG or other agreed format shall take effect as delivery of an executed counterpart of this Agreement.

17. Additional Conditions for organisations

17.1 You will ensure that you are at all times correctly constituted and that you can deliver the 'Scheme' or 'Programme' under the terms of your constitution.

17.2 You must write to us as soon as possible if any legal claims are made or threatened against you and/or which would adversely affect the 'Scheme' or 'Programme' during the period of the grant (including any claims made against members of your governing body or staff concerning the organisation).

17.3 If you are an unincorporated group, you must provide us with written evidence that the person signing the Grant Acceptance has the authority of the group to enter into agreement on behalf of all the members of the group and that all members of the group will be jointly and severally liable under the grant agreement.

17.4 You must tell us in writing as soon as possible of any investigation concerning your organisation, trustees, directors, employees or volunteers carried out by the Police, Charity Commission, the Office of the Scottish Charity Regulator, HM Revenue & Customs or any other regulatory body.

18. General Conditions

18.1 If you break any term and/or condition of the grant agreement and we do not enforce one or more of our rights straight away, this does

not mean that we will not do so in the future. We will give up our right to enforce this agreement only if we tell you in writing.

- 18.2 We cannot be held responsible for any action you take, any action you fail to take, or for your debts or liabilities. Even though we may give you funding and develop the work plan in discussion with you, you are still fully responsible for undertaking every part of the 'Scheme' or 'Programme', your business and the decisions about it. We will not be responsible to anyone else who may take, or threaten to take, proceedings against you.
- 18.3 You are responsible for getting your own management, business and legal advice. This includes considering whether you need to get financial, accounting, tax, solvency, legal, insurance or other types of professional advice. You must not assume that your business is financially stable or solvent (this means your business is able to meet its financial responsibilities), even if we continue to support the 'Scheme' or 'Programme'.
- 18.4 Your grant comes from public money, so if you are planning to buy goods or services with the grant funding, where applicable, you should always buy them in a way that will give value for money and avoids any conflicts of interest. If you are an organisation and the funding that you receive from us accounts for 50 per cent or more of your annual income then you must ensure that when you purchase goods or services you do so in line with English and European Union procurement law. You should seek legal advice where appropriate.
- 18.5 We receive the funding we give to you from different places, including from Parliament, Welsh Government and the National Lottery. We do not expect this funding to be reduced or stopped but, if it is, we may reduce or stop your grant payment before we have paid you the full amount.
- 18.6 We are not obliged to provide, and nor should you assume that we will, provide any further funding for the 'Scheme' or 'Programme' after this grant agreement comes to an end.
- 18.7 The Freedom of Information Act 2000 ('the Act') applies to us. This means that any information you give us could be released to any person who asks for it under 'the Act'.

19. VAT

19.1 You acknowledge that the grant is not consideration for any taxable supply for VAT purposes. You acknowledge that your obligation does not extend to paying us any amounts in respect of VAT in addition to the grant.

19.2 If you are registered for VAT, or subsequently become liable to register for VAT, you must keep proper and up to date records and you must make those records available to us and give us copies when requested.

19.3 If we have agreed to fund any or all of the VAT costs associated with your 'Scheme' or 'Programme' and you subsequently recover any VAT, you must pay us back immediately any of the VAT that has been paid for with the grant.

20. Conditions relating to assets or goods purchased with the grant

20.1 During the period covered by the grant, you must not sell any assets or goods that have been totally or partly bought, restored, conserved (maintained or protected from damage) or improved with the grant unless:

- You can sell them for their full current market value; and
- We have given you permission, in writing, beforehand.

20.2 If you sell or give away assets or goods bought, restored, conserved or improved with our grants, we will be entitled to receive an appropriate share of the 'net' proceeds (the proceeds after tax and other costs of sale have been taken into account) of this for as long as these assets or the improvements have a useful economic life.

21. Breaking these terms and conditions, and suspending or repaying the grant

21.1 If you break any of these terms and conditions and those in the accompanying 'Schedule', we may, in our absolute discretion:

- Require you to pay back all or part of the grant (regardless of how much you may have already spent); and/or
- Stop any future payments; and/or
- End this agreement immediately.

21..2 We may recover the grant in our absolute discretion, if any of the following events occurs:

- You close down your business (unless it joins with, or is replaced by, another business that can carry out the 'Scheme' or 'Programme' and we have provided our prior written permission);
- You make any changes to the 'Scheme' or 'Programme' without first getting our written permission;
- You use the grant for anything other than the 'Scheme' or 'Programme';
- You do not follow our reasonable instructions;
- You do not carry out the 'Scheme' or 'Programme' with reasonable care, thoroughness, competence and to a standard that would be expected for your level of experience in your artistic practice, profession or line of work;
- You do not complete the 'Scheme' or 'Programme' where applicable;
- You have supplied us with any information that is wrong or misleading, either by mistake or because you were trying to mislead us;
- You are declared bankrupt or become insolvent, any order is made, or resolution is passed, for you to go into administration, be wound up or dissolved; an administrator or other receiver, manager, liquidator, trustee or similar officer is appointed over all or a considerable amount of your assets; or you enter into or propose any arrangement with the people you owe money to;
- You act illegally or negligently at any time, and we believe it has significantly affected the 'Scheme', or 'Programme', or is likely to harm our or your reputation; and/or
- Without first getting our approval in writing, you sell or in some other way transfer the grant, your business or the 'Scheme' or 'Programme' to someone else.

22. Termination of the Grant Agreement

22.1 These terms and conditions, the accompanying 'Schedule' and the grant agreement remain in force from "insert start date to insert end date" unless otherwise terminated by either Party for any reason. We will review the terms and conditions, the 'Schedule' and agreement as necessary during biannual progress review meetings and any amendment to this agreement shall be made in writing and signed by authorised representatives of the Parties.

22.2 All annexes of this agreement form a part of the whole agreement.

Signed Agreement

Signed for and on behalf of Public Health Wales	
Signature:	
Name:	
Position:	
Date:	
Signed for and on behalf of xxxxxxxxxxxx	
Signature:	
Name:	
Position:	
Date:	

Annex A: The Programme (please complete sections 1-3 as necessary)

- 1 Aims and objectives**
- 2 Activities and deliverables**
- 3 Outputs**

Annex B: Payment Schedule

Payment schedule

Quarter and Payment Due	Invoice deadline
Quarter 1	
Quarter 2	
Quarter 3	

Invoices should be sent to:

Appendix 3: Trust Grant Payment Authorisation form



GRANT PAYMENT AUTHORISATION FORM

This form is to be completed for all payments made by Public Health Wales which are classified as **grant payments** where an official order is not generated through the Oracle system.

A grant can be made by Public Health Wales to a third sector body, a not for profit institution, Welsh Local Authority or a Welsh LHB or Trust in one or more of the following circumstances (please tick the relevant box(es) below):

- The service required is difficult to specify and is currently being met by a third sector or government organisation
- It is not possible to establish an enforceable contractual arrangement (i.e. under contract law)
- Funding may be withdrawn and there is little scope for the recipient to appeal the decision
- The funding is a **contribution** to the service cost **not payment** for a service received and will cover general running costs and will not be related to specific volumes or outputs
- Funding is provided for development or strategic purposes
- Innovative or experimental services

A PAYMENT SHOULD NOT BE CLASSIFIED AS A GRANT PAYMENT TO AVOID COMPETITION WHERE IT IS APPROPRIATE FOR A FORMAL PROCUREMENT TO BE UNDERTAKEN

ALL GRANTS MUST BE MADE IN COMPLIANCE WITH THE "GUIDANCE FOR GRANT FUNDING" WITHIN THE TRUST STANDING FINANCIAL INSTRUCTIONS (Section 13).

All grants made by Public Health Wales need to have specific, robust and practicable terms and conditions, which:

- are available on a timely basis;
- have clear aims and objectives;
- provide clear definitions;
- have clearly defined roles and responsibilities; and
- include any sanctions to be applied in the event of non-compliance

Authorisation for PHW Directorates, please note: All Fields are Mandatory – any missing information will result in the form being returned.

SECTION A – TO BE COMPLETED BY BUDGET HOLDER	
DETAILS OF THE GRANT PAYMENT / WHY THIS IS A GRANT PAYMENT	
BODY TO WHICH GRANT WILL BE MADE	
AMOUNT OF GRANT	
FINANCIAL YEAR(S) THE GRANT RELATES TO	
COST CENTRE FOR EXPENDITURE	
<p><i>I can confirm that terms and conditions have been prepared and will be issued to the receiving party and that the grant will be managed in accordance with the Trust SFIs (section 13).</i></p> <p>REQUEST SUBMITTED BY SIGNED:</p> <p>PRINTED: DATE:</p>	
<p>APPROVAL BY DIVISIONAL DIRECTOR/HEAD OF SERVICE:</p> <p>SIGNED:</p> <p>PRINTED: DATE:</p>	
<p>APPROVAL BY EXECUTIVE DIRECTOR (up to £60K)</p> <p>SIGNED:</p> <p>PRINTED: DATE:</p>	
<p>APPROVAL BY CHIEF EXECUTIVE (up to £500K)</p> <p>SIGNED:</p> <p>PRINTED: DATE:</p>	
SECTION B – TO BE COMPLETED BY DOF / DEPUTY DOF	
REQUEST APPROVED / NOT APPROVED	

SIGNED:

PRINTED:

DATE:

**This form should be used for authorisation of invoice payment.
Please DO NOT raise a PO for the payment of this grant**

Authorisation for NHS Executive, please note: All Fields are Mandatory – any missing information will result in the form being returned.

SECTION A – TO BE COMPLETED BY BUDGET HOLDER	
DETAILS OF THE GRANT PAYMENT / WHY THIS IS A GRANT PAYMENT	
BODY TO WHICH GRANT WILL BE MADE	
AMOUNT OF GRANT	
FINANCIAL YEAR(S) THE GRANT RELATES TO	
COST CENTRE FOR EXPENDITURE	
<p>REQUEST SUBMITTED BY (PRINT NAME):</p> <p><i>I can confirm that terms and conditions have been prepared and will be issued to the receiving party and that the grant will be managed in accordance with the Trust SFIs (section 13).</i></p> <p>SIGNED: _____ DATE: _____</p>	
<p>APPROVAL BY HEAD OF FUNCTION/SERVICE (Up to Delegated Level)</p> <p>SIGNED: _____</p> <p>PRINTED: _____ DATE: _____</p>	
<p>APPROVAL BY DIRECTOR (up to £50K)</p> <p>SIGNED: _____</p> <p>PRINTED: _____ DATE: _____</p>	
<p>APPROVAL BY NHS EXECUTIVE RESPONSIBLE OFFICER (up to £100K)</p> <p>SIGNED: _____</p> <p>PRINTED: _____ DATE: _____</p>	
<p>APPROVAL BY CHIEF EXECUTIVE (up to £500K)</p> <p>SIGNED: _____</p> <p>PRINTED: _____ DATE: _____</p> <p>SIGNED: _____</p> <p>PRINTED: _____ DATE: _____</p>	
SECTION B – TO BE COMPLETED BY NHS EXECUTIVE RESPONSIBLE OFFICER	

REQUEST APPROVED / NOT APPROVED

SIGNED:

PRINTED:

DATE:

This form should be used for authorisation of invoice payment. Please DO NOT raise a PO for the payment of this grant.