Funding for the future of ageing well
VIVENSA FOUNDATION

THIS FUNDING AGREEMENT is made on **XX XXX 2026** for the Suitable Housing for an Ageing Population Evidence Exchange (SHAPE) Programme - Challenge Fund

BETWEEN:-

1. The Vivensa Foundation ("Foundation") (registered company 07472301, registered charity number 1140372); and

2. ORGANISATION NAME (registered charity number XXXXXXX, (the "Grant Recipient").

SCHEDULE

Name of project:	
Grant Recipient's principal contact:	
Funding Period:	The period commencing and ending
Amount of Grant:	£
Payment arrangements:	The grant will be paid
Project objectives (summary):	
Reporting:	The Grant Recipient will be required to report regularly on the year one objectives as detailed above and in Annex A
Financial statement of grant expenditure must be submitted by:	

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IT IS AGREED as follows:

1. DEFINITIONS

In this Funding Agreement:

“Application” means the application by the Grant Recipient for a grant attached at Annex A.
“Eligible Expenditure” means payments by the Grant Recipient during the Funding Period as defined in clause 6.
“Grant” means the sum to be paid to the Grant Recipient in accordance with clause 3.
“Fixed Assets” means property, plant and equipment owned by the Grant Recipient.
“Foundation” means the Vivensa Foundation
“Funding Agreement” means this agreement, Schedule and Annexes.
“Funding Period” means the period set out in the Schedule.
“Programme” means XXXXX as described in the Application
“Programme Objectives” means the objectives, activities or targets described in the Application.
Terms and Conditions” mean the terms and conditions of the Grant, as set out in this Funding Agreement.

2. INTERPRETATION

In this Funding Agreement:

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

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3. GRANT

3.1 Payment of the Grant is subject to the Grant Recipient complying with these Terms and Conditions and to such further conditions and requirements that the Foundation may from time to time specify in writing.

3.2 The Foundation agrees to pay the Grant to the Grant Recipient as a contribution towards Eligible Expenditure incurred by the Grant Recipient in the delivery of the Programme.

3.3 The Grant shall not be used for any other purpose without the prior written consent of the Foundation.

3.4 The Grant must be spent within the Funding Period.

3.5 Payments of grant will be contingent on: satisfactory progress against the phases of the project (Annex A).

3.6 Details of the Grant, and powers under which the Grant is paid, are listed in the Schedule.

4. AMOUNT OF GRANT

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

5. PAYMENT OF GRANT

5.1 Subject to clause 14, the Foundation shall pay the Grant to the Grant Recipient in accordance with the payment arrangements listed in the Schedule. The Grant Recipient shall also promptly repay to the Foundation any element of the Grant that is not spent by it in its delivery of the Programme.

5.2 The Grant Recipient shall promptly repay to the Foundation any money incorrectly paid to it either as a result of administrative error or otherwise. The Grant Recipient shall promptly repay to the Foundation any element of the Grant that has been used unlawfully or otherwise than as strictly permitted by this Funding Agreement.

5.3 For the purpose of defining the time of payments, a payment is made by the Grant Recipient when and only when, money passes out of the Grant Recipient's control. Money will be assumed to have passed out of a Grant Recipient's control at the moment when legal tender is passed to a supplier (or, for wages, to an employee), when a letter is posted to a supplier or

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employee containing a cheque, or an electronic instruction is sent to a bank to make a payment to a supplier or employee by direct credit or bank transfer.

6. ELIGIBLE EXPENDITURE

6.1 Subject to clause 6.2, Eligible Expenditure consists of payments by the Grant Recipient during the Funding Period for the purposes of delivering the Programme. Eligible Expenditure is net of VAT recoverable by the Grant Recipient from HM Revenue & Customs, and gross of irrecoverable VAT.

6.2 The following costs are not Eligible Expenditure:

a) payments for activities of a political or exclusively religious nature;

b) payments that support activity intended to influence or attempt to influence Parliament, Government or political parties, or attempting to influence the awarding or renewal of contracts and grants, or attempting to influence legislative or regulatory action;

c) payments for goods or services that the Grant Recipient has a statutory duty to provide;

d) payments reimbursed or to be reimbursed by other public or private sector grants;

e) contributions in kind (a contribution in goods or services as opposed to money);

f) depreciation, amortisation or impairment of Fixed Assets owned by the Grant Recipient;

g) interest payments (including service charge payments for finance leases);

h) gifts to individuals, other than promotional items with a value of no more than £10 a year to any one individual;

i) entertaining payments (entertaining for this purpose means anything that would be a taxable benefit to the person being entertained, according to current UK tax regulations);

j) statutory fines, criminal fines or penalties;

k) liabilities incurred before the issue of this Funding Agreement unless agreed in writing by the Foundation;

l) the acquisition or improvement of Fixed Assets by the Grant Recipient;

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7. PROGRESS REPORTING

7.1 The Grant Recipient must be in regular communication with the Foundation regarding progress of the Programme as set out in the Schedule.

7.2 If the Grant Recipient is experiencing any financial, administrative, managerial etc. difficulties that may hinder or prevent the completion of the Programme, the Grant Recipient must inform the Foundation as soon as possible.

8. STATEMENT OF GRANT USAGE

8.1 By the date specified in the Schedule, the Grant Recipient must complete and submit to the Foundation a Financial Statement giving details of Eligible Expenditure during the Funding Period.

8.2 After receiving the Statement of Grant Usage and the Report, the Foundation will pay any outstanding Grant due for the Funding Period. Alternatively, if the Statement of Grant Usage identifies any overpayment of Grant, the Grant Recipient must repay this amount within 20 days of receiving a written request for repayment from the Foundation.

9. CHANGES TO THE PROGRAMME

9.1 If the Grant Recipient becomes aware that the actual cost of the Programme is likely to be different from that forecast in the Application by more than ten per cent, the Grant Recipient must inform the Foundation as soon as possible and provide an explanation for this variation. For the avoidance of doubt, the Foundation shall not be obliged to increase the Grant.

9.2 Any changes to the Programme must be agreed in writing with the Foundation before implementation.

9.3 The Grant Recipient shall notify the Foundation if it becomes aware that any of the people administering or running the Programme step down or leave the organisation. Then there will be a pause and the Foundation and Grant Recipient will have a good faith discussion as soon as reasonably practicable about the future of the Programme, and who is best placed to take it forward in the local area. The Foundation may, in its absolute discretion, either require the Grant Recipient to transfer or sub-contract the Funding Agreement to a third party upon such terms as the Foundation may determine (if in the Foundation reasonable opinion the Grant Recipient no longer has sufficient trained personnel to deliver the Programme within the timescales required) in which case the Foundation shall not be obliged to pay the Grant (or

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

10. RESPONSIBILITY, INSURANCE DATA PROTECTION AND RISK ASSESSMENT PROCESSES

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

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

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

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

11. DOCUMENT RETENTION

11.1 The Grant Recipient must keep a record of Eligible Expenditure and all income generated by the Programme during the Funding Period and retain all accounting records relating to that expenditure and income for a period of at least six years from the date on which the Funding Period ends.

11.2 The Grant Recipient must make the records set out in clause 11.1 available at any reasonable time for inspection by the Foundation or its representatives.

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12. INCOME AND OTHER RECEIPTS

12.1 In determining the maximum amount of grant it is prepared to pay towards the Programme, the Foundation has taken account of the estimates of income to be generated from the Programme and contributions or grants towards the Programme as set out in the Application. If the Programme generates any income, or there are any contributions in excess of these amounts, the Grant Recipient must notify the Foundation in writing as soon as possible and state the amounts received or to be received.

12.2 The Foundation may allow the Grant Recipient to retain the amount notified, if it is satisfied that the Grant Recipient will use it for the purposes of the Programme. Otherwise, the Grant Recipient must pay the amount notified (or such part of it as is necessary for the repayment of all Grant received under the Funding Agreement) to the Foundation. If all of the Grant is repaid under these circumstances, the Funding Agreement will terminate.

13. GRANT RECIPIENT OBLIGATIONS

13.1 The Grant Recipient must:

a) secure value for money in all purchases of goods and services made for the purposes of the Programme;

b) ensure that the procurement of any goods, works or services from a third party using the Grant complies with all relevant UK and European legislation in the procurement of goods, works or services. If required to do so by the Foundation, the Grant Recipient must produce documentary evidence of compliance with this condition;

c) if the Grant Recipient follows a single tender procedure, for example where the value of the contract is very low or where there is only one supplier capable of providing the goods and services concerned, it must keep a record of the reasons why that procedure was thought to be appropriate;

d) ensure it has a sound system of internal financial controls to safeguard against fraud and theft and to identify, manage and monitor conflicts of interest. The Grant Recipient must inform the Foundation as soon as possible if it has any grounds for suspecting financial irregularity in the use of the Grant;

e) give appropriate publicity to the Programme by actively raising awareness of the benefits and opportunities it affords. In acknowledging the Funder (the Vivensa Foundation), the Grant Recipient must comply with any guidance on publicity provided

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by the Foundation. All publicity, communications and materials relating to the Programme must include the logo of the Vivensa Foundation;

f) must cooperate with the Foundation (to the fullest extent permissible and consistent with its obligations under any applicable law or rules) to enable the Foundation's compliance with their obligations under the Freedom of Information Act 2000, the Data Protection Act 1998 and the Equality Act 2010;

g) comply with all applicable laws.

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

14.1 If the Grant Recipient fails to comply with any of these Terms and Conditions, or if any of the events mentioned in clause 14.3 occur, the Foundation may reduce, suspend, or terminate payments of Grant, or require any part or all of the Grant to be repaid.

14.2 Where any part or all of the Grant is required to be repaid in accordance with clause 14.1 above, the Grant Recipient must repay this amount within 20 days of receiving the demand for repayment.

14.3 An Event of Default is the occurrence of any of the following:

a) the Grant Recipient fails, in the Foundation's sole opinion, to make satisfactory progress with the Programme; and in particular with meeting the Programme Objectives;

b) the Grant Recipient owes any sum to the Foundation under an agreement for the financial support of any other project or activities under any scheme or programme administered by the Foundation;

c) the Grant Recipient purports to transfer or assign any rights, interests or obligations arising under this Funding Agreement;

d) there is a change in control or ownership of the Grant Recipient or the Grant Recipient ceases to operate or changes the nature of its operations to an extent which the Foundation considers to be significant or prejudicial to the satisfactory continuance of the Programme;

e) the Grant Recipient is the subject of a proposal for a voluntary arrangement; or has a petition for an administration order or a winding up order brought against it; or passes a resolution to wind up; or makes any composition, arrangement, conveyance or assignment for the benefit of its creditors, or purports to do so; or is subject to the

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appointment of a receiver, administrator or liquidator; or, being a charity, is struck from the register at the Charity Commission; or, being a company, is struck from the register at Companies House;

f) any information provided in the Application or in any subsequent supporting correspondence is found to be incorrect or incomplete to an extent which the Foundation considers to be significant;

g) the Grant Recipient takes inadequate measures to investigate and resolve any reported irregularity;

h) it appears to the Foundation that the Grant Recipient no longer requires financial assistance in order to carry out the Programme.

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

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

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

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

15. DISPUTES

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

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Attachments:

Annex A Application

Authorised to sign for and on behalf of The Vivensa Foundation

Signature:

Name in Capitals:

Date:

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

Authorised to sign for and on behalf of the

Signature:

Name in Capitals:

Date:

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Annex A

The Grant Recipient Application

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