

Dated 07-Dec-2022 | 3:50 PM GMT

Grant Agreement Amendment

Between

THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND,
REPRESENTED BY ITS DEPARTMENT OF HEALTH AND SOCIAL CARE (“DHSC” or “the Donor”)

and

GRAND CHALLENGES CANADA/ GRANDS DÉFIS CANADA (“GCC”)

for the
Global Mental Health Program

Amendment 1

This Amendment 1 refers to the Grant Agreement for the above programme signed by DHSC and GCC on 04 November 2019 and outlines the following changes to the Grant Agreement with an effective date of 09-Dec-2022 | 3:17 PM CST (the “Effective Date”). The Grant Agreement shall remain effective and unaltered except as amended by this Amendment as of the Effective Date.

2. DEFINITIONS AND INTERPRETATION

1. **Add the definition; ‘Code of Conduct’** means the Code of Conduct for Recipients of Government General Grants published by the Cabinet Office in November 2018 which is available at [Codes of conduct for suppliers and grant recipients - GOV.UK \(www.gov.uk\)](http://www.gov.uk), including any subsequent updates from time to time;
2. **Update the definition of GDPR** to “**General Data Protection Regulation**” and “**GDPR**” means the General Data Protection Regulation (EU) 2016/679;
3. **Add the definition; “Domestic Law”** means an applicable law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code, judgement of a relevant court of law, or directives or requirements of any regulatory body, delegated or subordinate legislation which replaces EU law as a consequence of the UK leaving the European Union;
4. **Update the definition of the “Funding Period”** from ending on the 30 September 2023 to mean - the period for which the Grant is awarded starting on the Commencement Date and ending on 31 March 2024.
5. **Add the definition; “IATI Standard”** means the International Aid Transparency Initiative data standard;
6. **Add the definition: “ODA”** means Official Development Assistance, including ODA administrative costs, as defined by the OECD from time to time;
7. **Add the definition; “OECD”** means the Organisation for Economic Co-operation and Development.

- 8. Add the definition; “NIHR” means the National Institute for Health and Care Research**
- 9. Add the definition: “Programme Funded Asset” means any equipment and/or supplies purchased in part or fully from Grant funds if they have a useful life of more than one year; and either (1) the purchase price or development cost of the Asset is in excess of £500 or equivalent in local currency; or (2) is a group of lower value items (e.g. pharmaceutical products, food, relief packs, etc.) where the combined value is in excess of £500 or equivalent in local currency; or (3) can be considered an attractive item regardless of cost (e.g. mobile phones, cameras, laptops, tablets, satellite phones, vehicles, etc.).**

Replace clause 5 on ‘Disposal of Assets, change of use and assignment’ sub clauses as below with respect to the Grant Recipient as of the Effective Date and in the case Fixed and/or Programme Funded Assets purchased by ultimate recipients and Downstream Partners this new clause 5 shall only apply to subgrants and other agreements signed on or after the Effective Date;

5. DISPOSAL OF ASSETS, CHANGE OF USE AND ASSIGNMENT

- 5.1. Where the Grant Recipient uses any of the Grant to purchase any Fixed and/or Programme Funded Assets, the Grant Recipient must ensure that they are maintained in good condition over the Funding Period.
- 5.2. Fixed and/or Programme Funded Assets purchased or improved using the Grant shall be owned by the Authority until ownership is transferred disposed or is otherwise agreed in writing by the Authority. The Authority reserves the right to determine the outcome of any Fixed and/or Programme Funded Asset created as a result of the Funded Activities or purchased with the Grant.
- 5.3. The Grant Recipient should propose an appropriate disposal schedule to the Authority in writing no later than 6 months before the end of the Funding Period.
- 5.4. The Grant Recipient must not dispose of any Fixed and/or Programme Funded Assets that have been totally or partly bought, restored, conserved (maintained or protected from damage) or improved with the Grant without the prior written consent of the Authority. If the Authority grants consent to the Disposal, such consent may be subject to satisfaction of certain conditions, to be determined by the Authority.
- 5.5. If the Grant Recipient disposes of any Fixed and/or Programme Funded Asset without the prior written consent of the Authority, the Grant Recipient must use all reasonable endeavours to achieve the market price for the Assets and must pay to the Authority a proportion of the proceeds of such sale, equivalent to the proportion of the purchase or development costs of the Assets that was funded by the Grant, provided that the Authority may at its discretion allow the Grant Recipient to keep all or a part of the relevant proceeds where:
- 5.5.1. the sale of the Assets takes place after the end of the Funding Period;
 - 5.5.2. the proceeds of sale are to be applied directly to the purchase by the Grant Recipient of assets that are equivalent to or replacements for the Assets; or
 - 5.5.3. the Authority is otherwise satisfied that the Recipient will apply those proceeds for purposes related to the Funded Activities.
- 5.6. The Grant Recipient shall hold the proceeds from the Disposal of any Fixed and/or Programme Funded Asset on trust for the Authority.

- 5.7. The Grant Recipient must report to the Authority lost or stolen Fixed and/or Programme Funded Assets, regardless of the value.

Add sub clause 31.10 to clause 31 on 'Freedom of information, Data protection and Human Rights' as of the Effective Date

31.10 - The Grant Recipient and the Authority will comply at all times with its respective obligations under Data Protection Legislation.

Replace clause 33 on Procurement Law, State Aid and Value for money as of the Effective Date with respect to the Grant Recipient and with respect to ultimate recipients and Downstream Partners this new clause 33 shall only apply to subgrants with ultimate recipients and other agreements with Downstream Partners signed on or after the Effective Date:

33. PROCUREMENT LAW, SUBSIDY CONTROL AND VALUE FOR MONEY

- 33.1. *The Grant Recipient will ensure that any of its Representatives involved in the Funded Activities will, adopt such policies and procedures that are required in order to ensure that value for money has been obtained in the procurement of goods or services funded by the Grant.*
- 33.2. *Where the Grant Recipient is a Contracting Authority within the meaning of the Procurement Regulations the Grant Recipient will comply, as necessary, with the Procurement Regulations when procuring goods and services in connection with the Grant Funding Agreement and the Authority shall not be liable for the Grant Recipient's failure to comply with its obligations under the Procurement Regulations.*
- 33.3. *The Grant Recipient will ensure that delivery of the Funded Activities does not put the Authority in breach of the UK's international obligations in respect of subsidies.*
- 33.4. *The Grant Recipient will maintain appropriate records of compliance with the relevant subsidy control regime and will take all reasonable steps to assist the Authority to comply with the same and respond to any proceedings or investigation(s) into the Funded Activities by any relevant court or tribunal of relevant jurisdiction or regulatory body.*
- 33.5. *The Grant Recipient acknowledges and represents that the Grant is being awarded on the basis that the Funded Activities being undertaken using the Grant do not affect trade in goods and wholesale electricity between Northern Ireland and the European Union and shall ensure that the Grant is not used in way that affects any such trade.*

Add a new clause 40 and sub clauses on 'Assets and Inventory' as below with respect to the Grant Recipient as of the Effective Date and in the case of Assets purchased by ultimate recipients and

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Downstream Partners this new clause 40 shall only apply to subgrants and other agreements signed on or after the Effective Date.

40. ASSETS AND INVENTORY

- 40.1. *Assets purchased with Grant funding must only be used for delivery of the Funded Activities.*
- 40.2. *The Grant Recipient will ensure that a physical check of all Fixed and Programme Funded Assets takes place on at least an annual basis, establish and maintain an inventory of all Programme Funded Assets and provide it the Authority in line with Annex 3 (Payment and Reporting Schedule), and within 5 Working Days of being requested to do so. Where possible the Grant Recipient should undertake these checks directly.*
- 40.3. *For each entry in the inventory the following particulars must be shown where appropriate:*
- 40.3.1. *date of acquisition;*
- 40.3.2. *description of the Asset;*
- 40.3.3. *cost, net of recoverable VAT*
- 40.3.4. *location of the Asset;*
- 40.3.5. *serial or identification numbers;*
- 40.3.6. *location of the title deeds;*
- 40.3.7. *date of any Disposal;*
- 40.3.8. *depreciation/amortisation policy applied;*
- 40.3.9. *proceeds of any Disposal net of VAT; and*
- 40.3.10. *the identity of any person to whom the Asset has been transferred or sold.*
- 40.4. *The Authority reserves the right to require the Grant Recipient to maintain the above particulars as set out in 4.3.1-4.3.10 for any additional items which the Authority considers material to the overall Grant.*
- 40.5. *The Grant Recipient will be accountable for the appropriate use and control of inventory items, in line with this Agreement.*
- 40.6. *The Grant Recipient will manage the risk of Assets being lost, stolen, damaged or destroyed under its own policies and procedures. The Authority generally expects the Grant Recipient to cover the cost of repairing or replacing lost, stolen, damaged or destroyed Assets and should make a risk-based decision on how best to do this. If the Grant Recipient decides to take out project specific commercial insurance to cover lost, stolen, damaged or destroyed assets, Authority funds may be used to fund the insurance premiums (incurred by GCC or Downstream Partners) as an eligible indirect cost.*

Add a new clause 41 and sub clauses on Due Diligence as below as of the Effective Date;

41. . DUE DILIGENCE

- 41.1. *In utilising the resources, the Grant Recipient will exercise the same care in the discharge of its functions under this Agreement as it exercises with respect to the administration and management of its own resources and affairs. The Grant Recipient will co-operate fully with any due diligence assessment by the Authority or its agents, of the Grant Recipient's own internal controls and system prior to or during the*

implementation of this Agreement and take appropriate action on any recommendations arising. Due diligence assessments may be conducted every 3 years or earlier if there is a significant change to the Grant Recipient's procedures and controls or operating environment. A range of tools may be used to conduct the assessment and continuation of this Agreement will be dependent on the Authority being satisfied that the Grant Recipient has sufficient capacity and capability to deliver the Programme and manage Authority funds.

- 41.2. *The Grant Recipient will undertake suitable due diligence and take the necessary steps prior to transferring Authority funds and at regular intervals throughout the implementation to assess the internal controls and systems of any Downstream Partners. These assessments will be shared with the Authority, upon request and should determine, relative to project risk:*
- *the reliability, integrity and efficiency of the Downstream Partners' controls, systems and processes including compliance with applicable legislation, regulations, rules, policies and procedures;*
 - *whether the Downstream Partner can successfully deliver the relevant outputs based on its processes, past experience and whether they have the sufficient staff capacity and capability available;*
 - *the Downstream Partner's ability to correctly manage and account for aid monies and assets as well as its financial health; and*
 - *where appropriate, whether the Downstream Partner has sufficient capacity and capability to properly monitor and control its implementing partners.*

Add a new clause 42 on 'Code of conduct for grant recipients' as below with respect to the Grant Recipient as of the Effective Date and in the case of third party Representatives this new clause 42 shall only apply to engagements signed with the Grant Recipient on or after the Effective Date;

42. CODE OF CONDUCT FOR GRANT RECIPIENTS

- 42.1. *The Grant Recipient acknowledges that by signing the Grant Funding Agreement it agrees to take account of the Code of Conduct, which includes ensuring that its Representatives undertake their duties in a manner consistent with the principles set out in the Code of Conduct.*
- 42.2. *The Grant Recipient shall immediately notify the Authority if it becomes aware of any actual or suspected breaches of the principles outlined in the Code of Conduct.*
- 42.3. *The Grant Recipient acknowledges that a failure to notify the Authority of an actual or suspected breach of the Code of Conduct may result in the Authority immediately suspending the Grant funding, terminating the Grant Funding Agreement and taking action to recover some or all of the funds paid to the Grant Recipient as a civil debt.*

Annex 7: REPORTING SCHEDULE AND REQUIREMENTS

To be replaced with:

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<i>Jan 23 – Mar 23</i>	<i>30 Apr 23</i>	<i>Expenditure report for period Annual budget reconciliation (as per clause 20.10)</i>	Annual Report: Narrative of activities and progress update against outputs and KPIs in Annex 5 Delivery Chain Risk Map Updated Assets Register Updated workplan for the subsequent FY
<i>Apr 23 – June 23</i>	30 July 2023	<i>Expenditure report for period</i>	Narrative of Activities
<i>July 23 – Sept 23</i>	30 Oct 2023	<i>Expenditure report for period</i>	Narrative of Activities
<i>Oct 23 – Dec 23</i>	30 Jan 2023	<i>Expenditure report for period</i>	Narrative of Activities
<i>June 23 – March 24</i>	<i>30 April 2024</i>	<i>Final Budget Reconciliation (as per clause 20.10)</i> <i>Final financial report demonstrated expenditure of DHSC funding against budget</i>	Final project report Asset register and disposal plan Summary of programme achievements against anticipated outputs and outcomes as per Annex 5

Signatures

SIGNED by:

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Gail Marzetti
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Signature

for and on behalf of the Authority

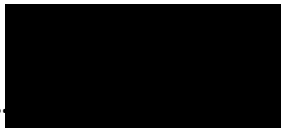
Gail Marzetti

Title: Director Science, Research and Evidence Directorate

07-Dec-2022 | 3:50 PM GMT
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Date

SIGNED by

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Signature

for and on behalf of the Grant Recipient

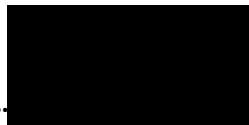


Title: Co-Chief Executive Officer

09-Dec-2022 | 7:26 PM GMT
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Date

SIGNED by

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Signature

for and on behalf of the Grant Recipient



Title: Senior Director, Finance

09-Dec-2022 | 3:17 PM CST
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Date