



Peter McCall

Grant Agreement

CUMBRIA POLICE AND CRIME COMMISSIONER

P2 SMALL FUNDED PROJECTS

Police and Crime Commissioner for Cumbria Grant Agreement

THIS AGREEMENT is made on the 17 day of October 2017

PARTIES:

- (1) **The Police and Crime Commissioner for Cumbria** of Police Headquarters, Carleton Hall, Penrith, Cumbria, CA10 2AU, ("the Commissioner")
- (2) *Greenwich Leisure Limited, The Sands Centre, Nemarket Road, Carlisle, CA1 1JQ*

Introduction and definitions

1.1 This agreement (the "Grant Agreement") consists of 24 Clauses, 1 Schedule and 1 Annex. It is supplementary to the Grant Letter (as defined below)

1.2 In this Grant Agreement:

The "**Commissioner**" means the Police and Crime Commissioner for Cumbria

The "**Funding Period**" means 18 months commencing from the date of this Grant Agreement, consisting of a 3 month mobilisation period, 12 months in order to deliver the project and a 3 month evaluation period and exit strategy.

The "**Grant**" means the grant payable by the Commissioner to the Recipient under the terms of this Grant Agreement, the amount of which (the "**Grant Amount**") shall not be more than **£10,000 (Ten Thousand Pounds)**.

The "**Grant Letter**" means the letter dated **16 October 2017** from the Commissioner to the Recipient which sets out supplementary information in relation to the Grant.

The "**Purpose**" means that detailed in Schedule 1.

The "**Recipient**" means (*Greenwich Leisure Ltd*), herewith referred to as the "Recipient".

"**Prohibited Act**" means:

- offering, giving or agreeing to give to any servant of the Commissioner or the Crown any gift or consideration of any kind as an inducement or reward for:
 - doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Grant Agreement or any other contract with the Commissioner or the Crown; or
 - showing or not showing favour or disfavour to any person in relation to this Grant Agreement or any other contract with the Commissioner or the Crown;
 - entering into this Grant Agreement or any other contract with the Commissioner or the Crown where a commission has been paid or has been agreed to be paid by the Recipient or on its behalf, or to its knowledge, unless before the relevant contract is entered into particulars of any such commission and of the terms and conditions of any such contract for the payment thereof have been disclosed in writing to the Commissioner;
- committing any offence:
 - under the Bribery Act 2010 or any guidance or codes of practice issued by the relevant government department concerning such Act;
 - under legislation creating offences in respect of fraudulent acts; or

- at common law in respect of fraudulent acts in relation to this Grant Agreement or any other contract with the Commissioner or the Crown; or
- defrauding or attempting to defraud or conspiring to defraud the Commissioner or the Crown.

"Anti-Discrimination Legislation" means the:

- Sex Discrimination Act 1975 and Sex Discrimination Act 1986;
- Race Relations Act 1976;
- Disability Discrimination Act 1995;
- Human Rights Act 1998;
- Equal Pay Act 1970;
- Employment Rights Act 1996;
- Employment Equality (Sexual Orientation) Regulations 2003;
- Employment Equality (Religion or Belief) Regulations 2003;
- Employment Equality (Age) Regulations 2006;
- Equality Act 2006;
- Equality Act 2010; and
- any other legal or statutory requirement, modification or re-enactment relating to discrimination.

1.3 References to any statute or subordinate legislation in this Grant Agreement include references to any amendments or replacements to the statute or sub-ordinate legislation that may be enacted from time to time.

Terms and conditions

Grant Offer

- 2.1 Subject to the Recipient complying with the terms and conditions set out in this Grant Agreement, the Commissioner offers to pay the Grant to the Recipient as a contribution towards eligible expenditure.
- 2.2 The Recipient acknowledges that the Commissioner agrees to fund it only for the amount, the Funding Period and for the Purpose specified in this Grant Agreement.
- 2.3 This Grant is paid to the Recipient in exercise of the power conferred by part 11, section 143 of the Anti-Social Behaviour, Crime and Policing Act 2017 (the "Act").

Purpose and extent of the Grant

- 3.1 The Recipient may not use the Grant for any activities other than the Purpose, or as approved in writing by the Commissioner. Further details of the Purpose of the Grant are as defined in Schedule 1.

Amount of the Grant

- 4.1 The Commissioner has agreed funding of **up to** the Grant Amount, subject to compliance by the Recipient with the terms of this Grant Agreement.

Timing of the Grant

- 5.1 Payments will be made 80% in advance and 20% in arrears.
- 5.2 In order for the initial 80% to be released, the Commissioner will require the Recipient to:
- 5.2.1 have signed and returned a copy of this Grant Agreement to the Commissioner,
 - 5.2.2 have provided the appropriate bank details, and
 - 5.2.3 be in compliance with the terms and conditions of this Grant Agreement
- 5.3 In order for the final payment of 20% to be released, the Commissioner will require the Recipient to:
- 5.3.1 have completed the project to completion, as set out in the Purpose at Schedule 1
 - 5.3.2 have completed and returned the Monitoring and Evaluation at Annex A of this Grant Agreement within two months of the project ending
- 5.4 The Commissioner reserves the right to withhold all or any payments of the Grant if the Commissioner has reasonably requested information/documentation from the Recipient and this has not been received by the Commissioner in the timescales reasonably required.

Eligible expenditure

- 6.1 Eligible expenditure consists of payments by the Recipient for the Purpose. Eligible expenditure is net of VAT recoverable by the Recipient from HM Revenue & Customs and gross of irrecoverable VAT.
- 6.2 The Recipient shall account for the Grant on an accruals basis. This requires the cost of goods or services to be recognised when the goods or services are received, rather than when they are paid for.
- 6.3 The following costs are not Eligible Expenditure: 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, payments for activities which the Recipient has already received or claimed funding from another funder

Managing the Grant

- 7.1 Each party must notify the other of:
- (a) the nominated person who will act as the party's authorised representative; and
 - (b) the contact details of the authorised representative and any deputies.
- 7.2 The Commissioner may require the Recipient to submit baseline information on specified outputs, outcomes and measures of performance set out in Schedule 1.
- 7.3 The Commissioner may arrange for the Recipient to be visited by a member of staff throughout the Funding Period so they can evaluate the Recipient's progress, in order to ensure the Purpose is being compiled with.

- 7.4 The Commissioner may, in addition, ask the Recipient to clarify information provided to it. If so, the Recipient shall comply with any reasonable request.
- 7.5 A Monitoring and Evaluation Report shall be submitted by the Recipient to the Commissioner within two months of the end of the grant term. This report must:
- (a) be in the format set out in AnnexA;
 - (b) be signed by the Recipient
 - (c) contain a detailed breakdown of expenditure for the entire Funding Period and monitoring information against the outcomes set out in Schedule 1.
- 7.6 The Recipient must notify the Commissioner as soon as reasonably practicable that an underspend is forecast.
- 7.7 Any underspend of Grant funds must be returned to the Commissioner within 30 days of the end of this Agreement.
- 7.8 If an over payment of the Grant has been made, the Commissioner will notify the Recipient in writing and will expect repayment to be made within 30 days.
- 7.9 The Recipient may not vire funds between this Grant and other grants made to it.
- 7.10 The Recipient will ensure that appropriate professional arrangements are put in place for the management of the Grant and the reporting of expenditure. The Recipient should take all necessary steps to ensure that the Grant is accounted for and monitored separately from the Recipient's other funding streams.
- 7.11 The Recipient undertakes to complete the work for which the Grant is provided. The work should be completed within agreed timescales, and the Recipient will report any significant variations to spending on work funded by the Commissioner.
- 7.12 The Recipient will recognise the Commissioner as a partner in any publicity or literature related to the service. The Recipient shall seek approval from the Commissioner when acknowledging the Commissioners support of its work.

Records to be kept

- 8.1 The Recipient must:
- (a) maintain and operate effective monitoring and financial management systems; and
 - (b) keep a record of expenditure funded partly or wholly by the Grant, and retain all accounting records relating to this for a period of at least six years after the end of the Funding Period. Accounting records include: original invoices, receipts, minutes from meetings, accounts, deeds, and any other relevant documentation, whether in writing or electronic form.
- 8.2 Where the Recipient is working in partnership and its partner(s) wish to retain such documentation, the Recipient should obtain from the partner(s):
- (a) an annual, written statement, signed by the partner's treasurer, of how the money was spent;
and
 - (b) a signed undertaking that the partner will retain such documents for the period prescribed above.
- 8.3 Any funds provided under this Grant Agreement used to purchase capital items must be recorded separately to revenue items and identified on a separate payment request form.

Audit and inspection

- 9.1 The Recipient, without charge, will permit any officer or officers of the Commissioner, external auditing bodies or their nominees, to visit its premises and/or inspect any of its activities and/or to examine and take copies of the Recipient's books of account and such other documents or records as in such officers' view may relate to the use of Grant. In addition, examinations may be carried out into the economy, efficiency and effectiveness with which the Grant has been used. The Commissioner shall endeavour, but is not obliged, to provide due notice of its intent to conduct an audit.
- 9.2 The value and purpose of this grant shall be identified separately in the Recipient's audited accounts (or the notes thereto).

Lawful conduct, equal opportunities, use of volunteers and activities funded by the Grant

- 10.1 Changes to the organisation's constitution or articles of association with regards to the funded project must not be made within the grant monitoring period without first notifying and obtaining the approval of Commissioner.
- 10.2 The Recipient must take all reasonable steps to ensure that it and anyone acting on its behalf complies with any applicable law (including the Data Protection Act 1998, the Freedom of Information Act 2000, the Health and Safety at Work etc Act 1974, any Anti-Discrimination Legislation and any applicable law relating to child protection) for the time being in force (so far as is binding on the Recipient or any other person acting on its behalf).
- 10.3 Without prejudice to Clause 2, the Recipient shall not use the Grant:
- (a) for party-political purposes;
 - (b) to promote religious activity (other than inter-faith activity);
 - (c) for commercial purposes (save where such purposes are consistent with the Purposes);
 - (d) for making any payment to the owners, members and directors of the Recipient (including any distribution, profit share, dividend, bonus and/or any similar or equivalent benefit), save in accordance with any contract of employment duly approved by the directors of the Recipient.
- 10.4 The Recipient should take all necessary steps to ensure that the Grant is accounted for and monitored separately from the Recipient's other funding streams (unless various grant streams are pooled). Details of the Grant must be shown separately in the organisation's accounts as 'restricted funds' and must not be included in its general funds. Copies of the relevant accounts must be provided if requested.
- 10.5 The Recipient should take all necessary steps to ensure that all of its staff, volunteers or agents who are working with children or vulnerable adults have had references taken up and DBS checks completed. The Commissioner retains the right to request copies of both the references and the DBS checks for all of the Recipients staff, volunteers and agents.

Procurement procedures

- 11.1 The Recipient must secure the best value for money and shall act in a fair, open and non-discriminatory manner in all purchases of goods and services.
- 11.2 If the Recipient follows a single tender procedure it must provide and document a full justification that can be robustly defended and maintain the relevant documentation on file. Such justification may apply in exceptional circumstances for example where:
- (a) the requirement can demonstrably be met only by proprietary or specialist equipment; or

- (b) the requirement can demonstrably be met only by a single available entity with extremely niche skills; or
 - (c) there are simply no alternative sources of supply.
- 11.3 The Recipient must ensure it complies with requirements of the Public Contracts Regulations 2006 (SI 2006/5) when procuring works, goods or services as appropriate using Grant monies.

Conflict of interest and financial or other irregularities

- 12.1 The Recipient, and employees of the Recipient shall be careful not to be subject to conflicts of interest.
- 12.2 The Recipient must set up formal procedures to require all such persons to declare any personal or financial interest in any matter concerning the Recipient's activities and to be excluded from any discussion or decision-making relating to the matter concerned.
- 12.3 If the Recipient has any grounds for suspecting financial irregularity in the use of any Grant paid under this Grant Agreement, it must notify the Commissioner immediately, explain what steps are being taken to investigate the suspicion, and keep the Commissioner informed about the progress of the investigation.
- 12.4 For the purposes of Clause 12.3, "financial irregularity" includes fraud or other impropriety, mismanagement, and the use of the Grant for purposes other than those intended by the Commissioner.

Breach of Grant Conditions

- 13.1 If the Recipient fails to comply with **any** of the conditions set out in this Grant Agreement, or if any of the events mentioned in Clause 13.2 occur, then the Commissioner may reduce, suspend, or withhold Grant payments, or require all or any part of the Grant to be repaid. The Recipient must repay any amount required to be repaid under this condition within 30 days of receiving the demand for repayment.
- 13.2 The events referred to in Clause 13.1 are as follows:
- (a) The Recipient purports to transfer or assign any rights, interests or obligations arising under this Grant Agreement without the written agreement in advance of the Commissioner;
 - (b) Any information provided in the application for the Grant (or in a claim for payment) or in any subsequent supporting correspondence is found to be incorrect or incomplete to an extent which the Commissioner considers to be material;
 - (c) The Recipient takes inadequate measures to investigate and resolve any reported irregularity;
 - (d) The Recipient changes the nature of its operations to the extent which the Commissioner considers to be significant or prejudicial.
 - (e) The Recipient is subject to a proposal for 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 make any composition, arrangement, conveyance or assignment for the benefit of its creditors, or purports to do so; or is subject to the appointment of a receiver, administrator or liquidator.
- 13.3 It is hoped that most difficulties encountered by the Recipient can be overcome with the advice and support of the Commissioner. In the event that it becomes necessary to take steps to enforce the terms and conditions of this Grant Agreement, the Commissioner will write to the Recipient giving particulars of its concern or of any breach of a term or condition of the Grant.
- 13.4 The Recipient must act within 30 days (or earlier, depending on the severity of the problem) to address the Commissioner's concern or rectify the breach, and may consult the Commissioner or agree with it an action plan for resolving the problem. If the Commissioner is not satisfied with steps taken by the

Recipient to address its concern or rectify the breach, it may take steps to withhold or suspend the further payment of Grant, or to recover Grant funds already paid.

- 13.5 On termination of this Grant Agreement for any reason, the Recipient as soon as reasonably practicable return to the Commissioner any assets or property or any unused funds (unless the Commissioner gives its written consent to their retention) then in its possession in connection with this Grant Agreement.

Insurance coverage

- 14.1 The Recipient shall ensure that it has adequate insurance coverage (including but not limited to public liability insurance) in place, and shall provide evidence of such insurance to the Commissioner on request.
- 14.2 Where the Recipient is a public body and has in place appropriate self-insurance arrangements, the Recipient may request, and the Commissioner, acting reasonably, may agree that the provisions of the Clause 14.1 above shall be waived

Warranties

- 15.1 The Recipient warrants, undertakes and covenants that:
- (a) it has not committed, nor shall it commit, any Prohibited Act;
 - (b) it has and shall keep in place systems to deal with the prevention of any fraudulent use of the Grant, any misuse of the Grant or any other fraud or financial impropriety in connection with the Grant;
 - (c) it has and shall keep in place systems to ensure propriety and regularity in the handling of the Grant;
 - (d) all financial and other information concerning the Recipient which has been disclosed to the Commissioner is to the best of its knowledge and belief, true and accurate;
 - (e) it is not subject to any contractual or other restriction imposed by its own or any other organisation's rules or regulations or otherwise which may prevent or materially impede it from meeting its obligations in connection with the Grant; and
 - (f) it is not aware of anything in its own affairs, which it has not disclosed to the Commissioner, which might reasonably have influenced the decision of the Commissioner to make the Grant on the terms contained in this Grant Agreement.

Indemnity

- 16.1 The Commissioner accepts no liability to the Recipient or to any third party for any costs, claims, damage or losses, however they are incurred, except to the extent that they arise from personal injury or death which is caused by the Commissioner's negligence.
- 16.2 The Recipient agrees to indemnify the Commissioner for any costs, claims, damages or losses which arise as a result of negligence by the Recipient or out of any breach by the Recipient of any terms of this Grant Agreement.
- 16.3 The Commissioner's liability under or in connection with this Grant Agreement is limited to the payment of the Grant and for the avoidance of doubt, nothing in this Grant Agreement places any obligation on the Commissioner to renew or continue funding to the Recipient after the end of the Funding Period.

Intellectual Property Rights

17.1 The Recipient shall grant to the Commissioner at no cost an irrevocable, royalty-free perpetual license to use and to sub-license the use of any material created by the Recipient under the terms of this Grant Agreement for such purposes as the Commissioner shall deem appropriate.

17.2 The Commissioner's logo must be used on any branding materials (this includes internet sites) that the funding supports and must be agreed by the OPCC prior to its use. All media opportunities must be jointly undertaken with the OPCC and where possible a media launch should be discussed and undertaken jointly by the OPCC.

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17.3 Failure to comply with clause 17.2 above could result in the Recipient being in breach of this Agreement. Should this breach occur the Commissioner retains the right to withhold the final 20% of funding payable at the end of the project.

Funding Period and Termination

18.1 The Commissioner does not commit to renew or continue financial support to the Recipient after the Funding Period.

18.2 The Commissioner may terminate this Agreement forthwith by serving a written notice on The Recipient if:

- the grant or any part of it is being used for any purpose other than the purpose set out in this Agreement;
- The Recipient has made any false, incorrect or misleading statement in order to obtain this grant or has been involved in any illegal activity or improper act in its administration;
- The Recipient has failed to remedy any breach of this Agreement within 28 days (or such other period as the Commissioner agrees in writing) of being served with a notice pointing out the breach requiring its rectification.

18.3 The Recipient may terminate this Agreement forthwith by serving a notice on the Commissioner in writing if it has made a written request for payment of a sum properly due to it under this Agreement and the Commissioner has failed to make payment of that sum within 28 days of receiving the request.

18.4 Notwithstanding Clauses 18.2 and 18.3 above, this Agreement may be terminated by either party giving the other at least three months' notice (or other agreed time period) in writing.

18.5 With reference to 18.4 above, in the event that either party exercises its right to give notice of termination under this Agreement, the Commissioner will reimburse The Recipient in relation to expenditure reasonably estimated and actually incurred in providing services within the scope of this Agreement up until the effective date of termination. The right to reimbursement can be excluded if termination of the agreement is enacted under the provisions set out in Clause 18.2 above.

18.6 Any termination of this Agreement will be without prejudice to any other rights or remedies of the parties under this Agreement or at law and will not affect any accrued rights or liabilities of the parties at the date of termination.

Amendments to the Grant Agreement

19.1 This Grant Agreement sets out the entire agreement between the parties. They replace all previous negotiations, agreements, understandings and representations between the parties, whether oral or in writing.

19.2 Any amendments to this Grant Agreement shall only be valid if they are in writing and signed by an authorised representative of both parties.

Freedom of Information

20.1 Where applicable, the Recipient and the Commissioner are required to comply with the Freedom of Information Act 2000 (the "FOI Act"), any subordinate legislation made under the FOI Act and any guidance issued by the Information Commissioner.

20.2 The Recipient agrees to assist and cooperate with the Commissioner to enable the Commissioner to comply with its obligations under the FOI Act whenever a request is made for information which relates to or arises out of this Grant Agreement

Transparency

21.1 The Recipient acknowledges that the Commissioner shall disclose this agreement and payments made against this grant of value £500 and above, in accordance with the Government's transparency agenda.

21.2 No information shall be disclosed if such disclosure would be in breach of the Data Protection Act, or is exempted from disclosure under the Freedom of Information Act.

Notices

22.1 All notices, invoices and other communications relating to this Grant Agreement shall be in writing and in English and shall be served by a party on the other party at its address shown at the head of this Grant Agreement.

22.2 Notices delivered hereunder shall be deemed to be delivered:

22.2.1 if delivered by hand, upon receipt;

22.2.2 if sent by pre-paid registered first class post (providing it is not returned as undelivered to the sender), two (2) working days after posting.

22.2.3 if sent by electronic mail, on the date of delivery subject to the following conditions:

- a) electronic mail should be sent to the Commissioner at commissioner@cumbria-pcc.gov.uk
- b) when an electronic mail is sent on a day which is not a working day or after 3:00pm on a working day, the electronic mail is deemed to have been received on the next working day, and
- c) each electronic mail containing a formal notice under this Agreement shall be sent with a delivery receipt requested and shall not be deemed to have been received until the sender receives a confirmation delivery receipt.

Contract (Rights of Third Parties) Act 1999

23.1 No person who is not a party to this Grant Agreement shall have the right to enforce any its terms.

Governing Law

24.1 This Grant Agreement shall be subject to and construed in accordance with English Law and subject to the exclusive jurisdiction of the courts of England and Wales.

ACCEPTANCE OF GRANT

Greenwich Leisure Limited accepts the offer of Grant contained in this Grant Agreement and agrees to comply with the terms and conditions of the Grant on which the offer is made.

On behalf of Greenwich Leisure Limited

Project Manager/Project Contact:-

Signature:	
Name:	
Date:	
Position:	

On behalf of the Police and Crime Commissioner for Cumbria

Authorised Signatory:-

Signature:	
Name:	
Date:	
Position:	

SCHEDULE 1 – THE PURPOSE

In accordance with Section 143 of the Anti-social Behaviour, Crime and Policing Act 2017, the Commissioner, as the local policing body, has powers to provide or to commission:-

- (a) Services that in the opinion of the local policing body will secure, or contribute to securing, crime and disorder reduction in the body's area;
- (b) Services that are intended by the local policing body to help victims or witnesses of, or other persons affected by, crime and anti-social behaviour;
- (c) Services of a description specified in an order made by the Secretary of State.

A local policing body arranging for the provision of services under this section may make grants in connection with the arrangements.

A grant may be subject to any conditions (including conditions as to repayment) that the local policing body thinks appropriate.

The Commissioner therefore intends to make these grants in accordance with (a&b) above and more details are in Schedule 1.2 below.

Schedule 1.2 PROJECT DETAILS (DELIVERABLES/REPORTING)

Deliver the scheme proposed by **Greenwich Leisure Limited** and set out within the application to the Community fund. Full award of funding is subject to the COPCC being in receipt of the final scheme evaluation report.

a) Purpose/Key Deliverables (relevant to objectives in Police and Crime Plan)

The aim of the project is to deliver a 12 month community sports programme based on the Multi Use Games Area in and around Carlisle. The project will work with 11 to 18 year olds in Raffles, Melbourne Park, Petterill Bank, Caldew Gate and Hammonds Pond. The aim of the programme is to reduce anti-social behaviour by delivering a regular programme of activity that is varied and tailored to the young people's needs.

b) Outcomes (lift from application form)

- Reduction in Anti-social behaviour and criminality
- Young people will develop an increased engagement with community and police
- Young people engaged in the programme will have improvement in behaviour, health and well-being

Evaluation (this section is relevant to Small Grants i.e. Community Fund)

Within two months of the end of the project (**i.e. by February 2019**) a full evaluation of the project should be provided incorporating (a) to (e) as above and:

- how the project went, i.e. lessons learned, dissemination of outcomes, good practice, partnership development
- how the target group benefited from your project/services (qualitative and quantitative information)
- any particular difficulties or successes
- Sustainability measures, how will you continue the work when the grant ends?
- any other relevant information

ANNEX A

Monitoring and Evaluation

Please could you provide below a breakdown of your expenditure on your project. Please note that this form must be completed and returned to the COPCC within two months of the project being completed in order to receive the final 20% of funding.

Breakdown of expenditure (items)	£
Staffing	
Supplies & Services	
Rent	
Advertising	
Total:	

Expected outcomes of your project (as stated in your application).

Please provide a short report (1000 – 2000 words) detailing how the grant has helped you achieve your aims and what changes it has brought about. We would ask that you include the response to these questions in your report:

- What has changed across your organisation since you first received our grant – in terms of the work you do, the strength of the organisation and your financial position?
- Have you achieved what you intended? If not, why not – you may have achieved something unexpected but which is still positive! What difficulties did you face and what helped you along the way?
- What difference have you made to your community? How many people have benefited from your work? How has your grant helped to support the objectives within the police and crime plan?

The Recipient:

I certify to the best of my knowledge and belief that:

- a) The information provided is correct; and no other specific grants, other grants or contributions have been or will be payable for the expenditure in respect of the grant being claimed;
- b) The expenditure has been incurred only for the purposes set out in the terms and conditions of the grant agreement for the above grant stream.

Signature:			
Name (printed):		Date:	
Position:			

COPCC sign off:

Signature:			
Name (printed):		Date:	
Position:			