



Cumbria Office of the Police and Crime Commissioner

Grant Regulations 2017-2020

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Definitions

‘Regulations’ – means these Grant Regulations.

‘Commissioner’ – means the Police and Crime Commissioner for Cumbria.

‘Commissioners Monitoring Officer’ – means the Chief Executive.

‘Chief Executive’ – means the person appointed by the Commissioner to be head of the Commissioner’s staff as defined within the Police Reform and Social Responsibility Act 2011.

‘COPCC’ – means Cumbria Office of the Police & Crime Commissioner.

‘Commissioning Strategy’ – the Commissioner’s strategy setting out the overall arrangements for commissioning in accordance with the budget and the priorities within the Police and Crime Plan.

‘Small Grant Scheme’ – The scheme provides funding for initiatives that support objectives in the Police and Crime Plan including community initiatives (Community/Property Fund) and for projects that aim to reduce offending, re-offending and support victims to cope and recover. Small Grant Scheme refers to grants up to £20,000, a minimum of one written quotation must be obtained.

‘DPA’ – means the Data Protection Act 1988 and 2003.

‘EU Procedure’ – means the set of established, detailed procedural rules which must be observed when awarding works, supplies, and services contracts over the EU monetary thresholds and are intended to promote fair and open competition and a single European Market under The Public Contract Regulations 2015.

‘FOI’ – means The Freedom of Information Act 2000.

‘Organisation’ – means the Cumbria Office of the Police & Crime Commissioner

‘PCCCFO’ – means Police & Crime Commissioner’s Chief Finance Officer.

‘Total Value’ – means the anticipated total spend over the lifetime of a requirement for goods, services or works. This may include implementation costs, ongoing operational costs, and end of life disposal.

‘Value for Money’ – means the optimum combination of whole life costs and quality (or fitness for purpose) to meet the user’s requirement.

‘PRSR 2011’ – means the Police Reform and Social Responsibility Act 2011

‘Cumbria Compact’ – a voluntary compact between VCSE groups and public sector bodies to support collaborative working

‘VCSE’ – means the voluntary, community and social enterprise sector

“anti-social behaviour” means behaviour by a person that causes or is likely to cause harassment, alarm or distress to one or more other persons not of the same household as that person;

“crime and disorder reduction” means reduction in levels of:

- (a) crime and disorder (including anti-social behaviour and other behaviour adversely affecting the local environment),
- (b) the misuse of drugs, alcohol and other substances, and
- (c) re-offending.

Introduction

Welcome to the Grant Regulations for the Cumbria Office of the Police and Crime Commissioner. This document sets out for our staff and partners the rules by which the COPCC will award crime and disorder reduction grants and grants to help victims, witnesses and others affected by offences and anti-social behaviour. These regulations alongside the Procurement Regulations aim to support the delivery of the Commissioning Strategy and Plan.

Grant regulations aim to ensure that grant awards are made in a fair, transparent and consistent manner,

Police and Crime Plan

The vision within the Commissioner's Police and Crime Plan is that:

"Cumbria remains a safe place to live, work and visit, where the public has a say in policing and organisations and community groups work together to address the causes of crime, as well as the consequences"

ensuring the highest standards of probity and accountability.

They also secure that the processes that underpin decision making are robust and that the terms and conditions applied to grant agreements are appropriate to the amount of the grant award and the purpose for which it has been made. Our regulations aim to safeguard public money, supporting decisions that direct funding towards activity and interventions that will have the greatest impact on reducing crime and disorder and deliver best possible outcomes for victims. In doing this we aim to ensure that a wide range of organisations have the opportunity to work with us in support of the vision within the Police and Crime Plan.

The Grant Regulations apply to the issuing of crime and disorder reduction grants and grants to help those affected by offences and anti-social behaviour. They operate alongside the Commissioner's Procurement Regulations. They do not negate the requirement to comply with procurement regulations for the procurement of supplies, goods and services where the Commissioner receives the direct economic benefit of that supply or where the arrangements are likely to be above the thresholds of the EU procurement directive.

Purpose, Responsibilities and Policy

Responsibilities

The Commissioner is responsible for all awards of grants and decisions to enter into grant agreements. All grant awards and grant agreements must be in the name of the **“The Police and Crime Commissioner for Cumbria”**.

The Chief Executive will be responsible for ensuring that staff of the COPCC comply with these regulations; for securing the safekeeping of registers of grant awards and grant agreements; and for securing that records are maintained of exemptions to the open procedure.

The Head of Partnerships and Commissioning is responsible for:

- Maintaining robust and up to date grant regulations; to ensure the grant regulations are complied with
- Ensuring the exercise of due diligence through effective processes and procedures prior to decision making
- The overall arrangements for assurance when awarding funding, to ensure the safeguarding of public funds and the delivery of priorities within the Police and Crime Plan;
- Ensuring that total funding awarded through grants and grant agreements is within the amount allocated annually within the budget, and for awards across multiple years, within the amounts set out within the Commissioning Strategy;
- Meeting all publications requirements with regards to the award of grants and grant agreements.

The Director of Legal Services will be responsible for the provision of advice on grant agreements including advice on terms and conditions.

All staff employed by the Commissioner must abide by these Regulations in the conduct of the business of the office.

Purpose

The purpose of these Regulations is to:

- Achieve Value for Money and support the priorities within the Police and Crime Plan
- Be consistent with the highest standards of integrity and ensure fairness in allocating grants
- Comply with all legal requirements, particularly in relation to the EU Public Procurement Rules
- Secure good governance in respect of decisions to award grants and enter into grant agreements

Policy

The policy for COPCC grant awards and agreements is that:

- The award of grants is limited to VCSE organisations or other public sector partners for the purposes of partnership working.
- All activity undertaken to develop opportunities for grant awards and grant agreements is undertaken with the primary objective of supporting the Commissioner to deliver statutory responsibilities and achieve the priorities and objectives within the Police and Crime Plan.
- Decisions to award grants and enter into grant agreements should do so to achieve best Value for Money, taking into account the amount of funding being committed and the outcomes that aim to be delivered from that funding.
- The process to award grants should be proportionate to the amount of the grant award and the purpose for which it is being given. Processes will achieve an appropriate balance between risk, innovation and delivery.
- The award of grants will be undertaken in a transparent, fair and consistent manner, ensuring the highest standards of probity and accountability.
- All staff involved in commissioning activities will adhere to these Regulations and the Procurement Regulations. Consideration will be given to circumstances where members of staff would need to be excluded where their position may be compromised.
- The award of grants will be, where possible, undertaken in accordance with the principles set out in the Cumbria Compact.
- All commissioning activity shall comply with statutory requirements including, but not limited to, UK legislation, Directives of the European Community and relevant Government guidance.



Procedure for Grant Awards and Grant Agreements

Introduction

Police and Crime Commissioners have responsibility for enhancing criminal justice, community safety, reducing crime, and supporting victims. In carrying out those responsibilities the Anti-Social Behaviour, Crime and Policing Act 2017 provides Commissioners with wide powers to provide or commission services that:

- in the opinion of the Commissioner, will secure, or contribute to securing, crime and disorder reduction
- are intended by the Commissioner to help victims or witnesses of, or other persons affected by, offences and anti-social behaviour;

In arranging for the provision of these services the legislation provides that the Commissioner may make grants in connection with the arrangements. The grants may be subject to any appropriate conditions, including conditions as to repayment.

In Cumbria these grant regulations set out the arrangements for making grants and entering into grant agreements for the purposes of exercising those powers and responsibilities. These regulations will apply in supporting the delivery of the Commissioning Strategy other than in cases where commissioning activity is being fulfilled through the Commissioner's procurement regulations.

Procedure

The award of grants and entering into grant agreements can only be made by the Commissioner. Officers involved in commissioning activity that is planned to be delivered through a grant award and agreement must adhere to the following procedures:

- Activity must be consistent with the approved Commissioning Strategy and programme, having regard to the commissioning principles set out within the strategy and the commitment to the Cumbria Compact.
- All commissioning activity, where appropriate should be supported by policy or research that identifies the need to commission further activity or interventions prior to the development of any schemes for the award of grants.
- Grants and grant agreements may only be used where they are in accordance with legislation, including the EU procurement regulations and are not seeking to confer a direct economic benefit to the Commissioner. In any other circumstances the Commissioner's Procurement Regulations must be complied with. Where

officers are unsure as to whether these Regulations or the Procurement Regulations apply they must seek the advice of the Director of Legal Services or the Head of Procurement.

- Grant awards should be made using an open process, other than for those awards that meet the criteria for exemptions to the open award process.
- An open award process is a scheme that is open to all VCSE providers and publicised through the Commissioner's website and other appropriate media. Open award processes will have a predetermined purpose or set of outcomes and an evaluation model against which funding applications can be assessed. The application process should give careful consideration to the information applicants are asked to provide. Information requirements should not be burdensome but should be sufficient to ensure that the financial standing and delivery capabilities of the applicant can be reasonably assessed.
- The issue of all grants and grant agreements must include terms and conditions appropriate to the amount of the funding and a mechanism through which outcomes can be assessed.
- Grant agreements may be issued to partners on the basis of collaborative and pooled budget arrangements that support the discharge of shared responsibilities. This includes collaborative working with local authority partners to discharge shared responsibilities for community safety and youth offending; collaborative working with health and local authority partners to discharged shared responsibilities for commissioning sexual assault services for victims and collaborative working with probation partners to secure the enhancement of criminal justice and the commissioning of restorative justice services.
- Where partnership arrangements involve collaborative procurement undertaken on the basis of pooled budgets, the lead officer must ensure that the Commissioner's Procurement Regulations are complied with.
- The Commissioner's decision to make a grant award must be documented. This will be through decisions made at the board or through the decision making process for non-executive decisions for decisions of made by scheme panels or decisions made directly by the Commissioner.
- All decision forms must be signed off by the Chief Executive.

Exemptions to the Open Award Process

The Chief Executive in consultation with the Commissioner may determine exemptions to open award process under specific limited circumstances. Specifically:

- In the event that a VCSE provider experiences financial/other difficulties that places at risk the provision of services to victims and/or at risk client groups, a grant may be provided directly, without an open process,

to secure continuity of service delivery either with the existing VCSE provider or an alternate VCSE provider. Direct provision of the grant may not extend beyond a 12 month timeframe.

- In order to manage the transition from national to local commissioning, direct award of grants may be made to an existing or alternate VCSE provider for a maximum of 12 months to secure continuity of service in circumstances where: it is anticipated that the local arrangements will necessitate a full contract tender process and; value for money on the contracting arrangements can be better secured by providing a lead in time for due diligence on the specification requirements or; value for money maybe better secured by providing lead in time to develop collaborative working or different models of service delivery.
- Direct award of funding through a grant agreement can be made where there is a statutory provider and/or where the Commissioner has specific statutory responsibilities discharged through a statutory body or partnership and/or where a group of statutory partners determine to discharge shared statutory responsibilities jointly through a board or governance structure; for example Community Safety Partnerships/Safer Cumbria Partnership; SARC Board.
- Direct award of funding through a grant agreement can be made to secure collaborative arrangements on the basis of pooled budgets with other public sector partners to discharge shared responsibilities where to do so secures value for money from the commissioning process in respect of outcomes and/or the efficiency of the commissioning process e.g. single tender process, economies of scale, single contract management arrangements, pooling of expertise/experience.
- Grant awards under the value of £25k may be subject to direct grant award in circumstances where there is a clear business imperative to making the award. Examples could include funding of a time limited nature that would be lost to the Commissioner by following an open grant process; risk of delivery of key/specific elements of the police and crime plan; the requirement for very specialist services where there are a limited number of providers; pilot/research based projects seeking to develop the capacity/capability of new providers and/or test new initiatives with a view to scheme roll out on an open award basis.

The Cumbria Compact

The Commissioner has joined the Cumbria Compact, an agreement between public sector bodies and the voluntary and community sectors. The compact lays out a set of guidelines for dealing with the third sector organisations and is based around the key principles of Respect, Honesty, Independence, Diversity, Equality, Volunteering, and Citizen Empowerment.

Officers engaged in commissioning activity will, where appropriate, ensure they are aware of the commitments made by signatories to the compact and seek to operate within the compact agreement. The compact covers a number of areas that provide a guide to more effective engagements with voluntary and community groups. It covers the considerations that should be taken into account in designing grant award schemes including allocating resources, determining funding options, application and bidding processes and monitoring and reporting arrangements.

Specifically, the Compact sets out commitments for both public sector bodies and voluntary and community sector groups. The commitments for public sector bodies cover the areas of:

- Engagement and Policy Development:
- When to involve
- Enabling involvement
- How to involve and engage
- Allocating Resources
- Planning
- Choosing Funding options
- Application and Bidding process
- Understanding costs
- Making decisions
- Agreeing delivery terms
- Making payments
- Monitoring and reporting
- Concluding a financial relationship
- Advancing Equality and working together for Equality

Award of Grants

Grant awards can be made against 5 specific funds set out within the Commissioning Strategy.

The Community Fund: A fund for access by small community, voluntary and third sector groups for projects that can show a contribution to the priorities within the police and crime plan. The fund is particularly looking to support community groups to deliver a change within their local communities and which they believe they can have an impact on:-

- Anti- Social Behaviour - including Alcohol-Related Offending
- Youth Justice
- Rural Crime
- Domestic Abuse
- Sexual Violence
- Support for Victims
- Preventing Re-offending
- Veterans
- Hate Crime which encompasses hate, disability, sexual orientation, race, transgender, and religion

The Innovation Fund: The innovation fund is a fund available to support innovative projects to pilot new ways of working with at risk groups to reduce offending and re-offending. Grants will be awarded to Innovative projects that specifically aim to address the following issues:

- Anti-Social Behaviour
- Alcohol related crime
- Youth Justice, Veterans
- Rural crime
- Domestic Violence and Sexual Violence

The Police and Crime Property Fund: The police and crime property fund is a Fund that is awarded by the Commissioner with the aim of funding communities and organisations to work together to reduce crime and disorder locally. The types of applicants/organisations that can apply for a grant are Local Community groups, Neighbourhood Watch Schemes, Parish Councils, Charities, Voluntary Groups, and Schools. Groups must have the support of their locally based Police Officer and/or Police Community Support Officer who will help with the application. Applications for the police and crime property fund will be awarded for schemes that support the following priorities:

- Helping to keep children and young people active and safe
- Improving the support for vulnerable people to help them feel safer such as the elderly, victims of crime (e.g. abuse or discrimination), and also antisocial behaviour.
- Bringing together parts of the community that find it difficult to talk to or access each other.

The Victims' Services Fund: The victims' services fund is a specific ring-fenced fund backed by a central Government grant to commission the widest possible range of services for victims and by the widest possible means. The fund will commission a victims referral service helpline from April 2015 and local support services in addition to a victim's information hub. The fund will primarily support collaborative partnership arrangements to transition nationally commissioned services to a regional/local commissioning model. The fund will also support arrangements for small grant awards with a specific focus on victim's advocacy and capacity building within the VCSE sector.

The Partnership Fund: The partnership fund is a fund that provides for collaborative working and pooled budget initiatives to support the discharge of areas of shared statutory responsibility with our wider public sector partners across health, probation and the local government sectors. The fund provides for the implementation of agreements in support of partnership working across shared responsibilities for victims and witnesses, community safety, crime reduction and anti-social behaviour.

Open Grant Schemes and Evaluation Criteria

Grant schemes for open grant applications should be developed having given careful consideration to the commitments within the Cumbria compact and the accessibility of the scheme. Schemes should be advertised widely and as a minimum through CVS networks and the Commissioner's website. The Commissioner's Engagement Officer should be contacted to arrange media and press release information to support the promotion of the scheme.

Schemes should be developed within an application pack that provides sufficient information to target organisations in respect of the purpose of the scheme and any criteria or specification information against which applications will be considered. Application forms should be easily downloadable from the Commissioner's website and application packs should detail contact information for further advice and/or support. Schemes

should specify the evaluation criteria against which bids for funding will be considered. The criteria will be bespoke to each scheme but should include, as a minimum:

- A clear description of the proposal demonstrating how it meets the purpose of the scheme
- The quality of the submission in relation to performance measures, outcomes or outputs and how they will be monitored and reported.
- The quality of the applicant's proposal against a detailed scoring and evaluation framework that supports the scheme specification or purpose.
- The quality of financial information and a review of the financial standing of the bidding organisation. For small grant schemes financial standing can be assessed on the basis of submission of the statement of accounts and/or bank statement information.

Specifications and evaluation criteria for schemes of significant value can be complex and will need to be as robust as those developed for a procurement exercise. Officers developing schemes of significant value should seek support and input from the relevant procurement business partner.

Grant Agreement Terms and Conditions

Once a decision has been taken to award grant funding, the arrangements must be set out in writing in an offer letter. The letter must be appended with a grant agreement that sets out the terms and conditions that apply to the funding. The agreement must be sent out with the letter in duplicate and signed by the Commissioner. No payment of funding can be made until the agreement has been signed and returned by the party to which the offer has been made. It is the responsibility of the person leading on the grant scheme and/or implementing the decision to award a grant to ensure the grant agreement has an appropriate set of terms and conditions. The following considerations must be applied:

- a) Where the agreement is being funded from government grant, the terms and conditions of funding must include the terms and conditions that the government grant is subject to. For all other funding the terms and conditions of the agreement should be proportionate the amount of the grant award and the risk/complexities of the activity being funded.
- b) Terms and conditions for open award grant schemes should be advertised alongside details of the scheme or within the scheme application form. Prior advertisement of terms and conditions will not preclude a grant offer being made with terms that are supplemental to those advertised where this is appropriate to the grant offer/scheme being funded. In these circumstances the additional terms should either be set out in the offer letter or referenced in the offer letter and highlighted in the funding agreement.

- c) These regulations contain a model funding agreement. As a minimum all agreements, other than those for small grant schemes, must include the terms set out in the model funding agreement. These are standard legal terms that seek to protect the Commissioner's interests and ensure public money is properly administered and spent for the purposes for which the grant is awarded. Whilst the model agreement provides a baseline of terms, officers developing schemes must still consider carefully the need for additional/bespoke terms and conditions to supplement the agreement. Legal services advice should be sought on any additional/bespoke terms.
- d) All funding agreements will need to describe the purpose of the funding. These are the specific reasons for the funding award and should clearly detail any requirements upon which funding is conditional, including where applicable, the scheme specification. This section of the agreement should also include information requirements, for example in respect of performance measures, outcomes and/or outputs expected to be achieved from the funding in addition to information as to how recipients of funding are expected to evidence their compliance with the agreement. This will include the frequency and format of monitoring reports and information.
- e) All funding agreements will need to set out the basis for payment of the agreed funding. Consideration must be given to the timing of funding and any evidence of expenditure or monitoring information that should be submitted prior to the release of funds. Generally grants should be paid in arrears, with evidence of expenditure, other than for small grant schemes. Funding agreements that are funded from government grants should provide a payment and evidence schedule that takes into account the requirement for the OPCC office to submit and draw down funds from government. Advice should be sought from financial services in respect of these requirements.
- f) Approval must be sought from the Chief Finance Officer for any exceptions to the standard provisions within these regulations for payment schedules that seek to reduce the requirements. This includes agreements (excluding small grant schemes) that make payment in advance of expenditure or small grant schemes that pay all funding in advance.
- g) This section on terms and conditions does not apply to the Police and Crime Property Fund. The Police and Crime Property Fund will be administered in accordance with the scheme for that fund.

Publication Requirements

Decisions to award grants and enter into grant agreements are subject to publication under the Elected Local Policing Bodies (Specified Information) Order. Grant schemes and offer letters should make these requirements clear to applicants and/or partners and provide an opportunity for either party to clearly identify any information that may be classed as confidential and subject to redaction. Any decision to redact is made by the Commissioner and advice should be sought from the Monitoring Officer where there appears to be a conflict between compliance with information requirements and confidentiality.

Model Grant Agreement



Cumbria Office of the Police and Crime Commissioner

P1 Grant Agreement – Higher Grant Agreement

Police and Crime Commissioner for Cumbria Grant Agreement

THIS AGREEMENT is made on the day of
PARTIES:

- (1) **The Police and Crime Commissioner for Cumbria** of Police Headquarters, Carleton Hall, Penrith, Cumbria, CA10 2AU, ("the Commissioner")
- (2) *(Insert name and address of PCC and Organisation being funded)*

Introduction and definitions

1.1 This agreement (the "Grant Agreement") consists of 24 Clauses, 3 Schedules and 2 Annexes. 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 *(insert the relevant period for the grant offer)*

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 *(insert grant amount)*.

The "**Grant Letter**" means the letter dated *(insert date of the grant offer letter)* 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 *(insert recipient organisation)*, 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 2014 (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 (the "Project").

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 quarterly in arrears, in accordance with Schedule 2 (the same basis on which the Home Office pays grant to the Commissioner).
- 5.2 In order for any payment 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 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.
- 5.4 The Commissioner is not permitted to pay the Grant in advance of need. If the Commissioner reasonably believes that payment is being made in advance of need, it may change the timing and/or the amount of any outstanding Grant payments.

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 requires the Recipient to submit in-year monitoring information against the outcomes set out in Schedule 1 and expenditure as detailed in Schedule 3.
- 7.3 The Commissioner may require the Recipient to submit baseline information on specified outputs, outcomes and measures of performance set out in Schedule 1.
- 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 An end of funding monitoring report (also referred to as an “outturn statement”) shall be submitted by the Recipient to the Commissioner on or before the end of the grant term. This report must:
- (a) be in the format set out in Annex B;
 - (b) be signed by a Treasurer, Finance Officer or equivalent; and
 - (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 Commissioner may, in addition, ask the Recipient to provide it with forecast outturn information for the financial year end. If so, the Recipient shall comply with any reasonable request.
- 7.7 The Recipient must notify the Commissioner as soon as reasonably practicable that an underspend is forecast.
- 7.8 Any underspend of Grant funds must be returned to the Commissioner within 30 days of the end of this Agreement.
- 7.9 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.
- 7.10 The Recipient may not vire funds between this Grant and other grants made to it.
- 7.11 The Recipient’s Chief Finance Officer, or equivalent will ensure that appropriate professional arrangements are put in place for the management of the Grant and the reporting of expenditure. The Chief Finance Officer, or equivalent should take all necessary steps to ensure that the Grant is accounted for and monitored separately from the Recipient’s other funding streams.
- 7.12 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.
- 7.13 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.

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.

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 17.2 and 17.3 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 17.4 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 17.2 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

(Name of Organisation) 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 **(Name of Organisation)**

Project Manager/Project Contact:-

Signature:	
Name:	
Date:	
Position:	

The Recipient's Chief Finance Officer:-

Signature:	
Name:	
Date:	
Position:	

Bank details for grant payment

Bank name:	
Branch name:	
Sort code:	
Account name:	
Account number:	
Address:	
Post code:	

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 2014, 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 (b) above and more details are in Schedule 1.2 below.

Schedule 1.2 PROJECT DETAILS (DELIVERABLES/REPORTING)

Insert Name of Recipient

- a) **Purpose/Key Deliverables (relevant to objectives in Police and Crime Plan)**
Insert.
- b) **Outputs (lift from application form)**
Insert
- c) **KPI's (lift from application form)**
Insert
- d) **Outcomes (lift from application form)**
Insert
- e) **Received Match funding for project/service (lift from application form)**
Insert
- f) **Reporting (This section is relevant to Schedule 3 - P1 Higher Grants)**
Quarterly/End of Term reports will be required and these should be provided by dates as below:

	Year 1 20xx	Year 2 20xx	Year 3 20xx
Qtr 1 Dates	Insert	Insert	Insert
Qtr 2 Dates	Insert	Insert	Insert
Qtr 3 Dates	Insert	Insert	Insert
Qtr 4 Dates	Insert	Insert	Insert

Detailing:

Quarterly:

- how the project is progressing
- any particular difficulties or successes
- any risks over and above those normally associated with this kind of project
- progress against the required information inserted above under the headings: Outputs, Key Deliverables, Key Performance Indicators, Financial Information/Budget, Match Funding
- any other relevant information
- Quarterly financial information will need to demonstrate Project Spend against original application

End of Project:

- Year End financial information will need to demonstrate overall Project Spend against original application
- 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

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

Within two months of the end of the project (i.e. by **Insert**) a full evaluation of the project should be provided incorporating (a) to (h) 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

SCHEDULE 2 – PAYMENT SCHEDULE

Payment	Period From:	Period To:	Payment date*

SCHEDULE 3 – IN-YEAR MONITORING INFORMATION REQUIREMENTS

In addition to the provision of Annex A, the Commissioner requires the following in-year monitoring information to be provided within 15 days of each quarter within the payment Schedule

Breakdown of expenditure (items)	£(0,000s)
Total:	

Note: The in-year monitoring information requirements are separate to the requirements detailed in Clause 7.5. The Commissioner may request the Recipient to clarify any information provided.

The Commissioner requires monitoring information to be provided within 15 days of each quarter or as otherwise agreed with the Office of Police and Crime Commissioners. Monitoring information must be set against the outcomes and measures of performance set out in Schedule 1 and Schedule 1.2 above.

ANNEX A

PAYMENT REQUEST AND FINANCIAL MONITORING REPORT

Grant Recipient: <i>(Name of Organisation)</i>	Grant Stream: Crime and Disorder reduction grant
---	---

Period From: To:	Resource (£)	Capital (£)
(1) Total funding received for this financial year		
(2) Actual expenditure in this period ^[1]		
(3) Funding request for this period		
(4) Total funding received and requested (1+3)		

MONITORING INFORMATION REQUIREMENTS

Where monitoring information, as set out in schedule 3, is a requirement for the period the payment is requested for, please confirm what has been attached to this payment request form e.g. invoices/payments

--

CONFIRMATION BY GRANT RECIPIENT

I confirm that on the basis of the information provided in this report, progress and costs are accurate and in compliance with the terms and conditions of the Grant Agreement:

(Insert name of organisation) sign off:

Signature:			
Name (printed):		Date:	
Position:			

(Insert name of organisation) sign off:

Signature:			
Name (printed):		Date:	
Position:			

^[1] To be supported by a breakdown of expenditure against the cost breakdown in Schedule 1. The expenditure breakdown to be itemised in Schedule 3.



Contract Standing Orders

Exemption Form

From:
Department:
Date:
Request for exemption to normal procedures/ single tender action for:
Contract
Supplier:
Contract duration
Basis of Exemption to normal procedures/ single tender action (delete as appropriate)
Supporting evidence;

Head of Procurement Approval:

Comments:

Name:

Signature:

Date:

Chief Executive Approval:

Comments:

Name:

Signature:

Date:

Note: Send copy to the PCCCFO.

Model Grant Agreement



Cumbria Office of the Police and Crime Commissioner

P2 Grant Agreement: Small Grant Schemes

Police and Crime Commissioner for Cumbria Grant Agreement

THIS AGREEMENT is made on the day of
PARTIES:

- (1) **The Police and Crime Commissioner for Cumbria** of Police Headquarters, Carleton Hall, Penrith, Cumbria, CA10 2AU, ("the Commissioner")
- (2) *(Insert name and address of PCC and Organisation being funded)*

Introduction and definitions

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

1.5 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 2 month immobilisation period, 12 months in order to deliver the project and a 2 month evaluation period.

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 *(insert grant amount)*.

The "**Grant Letter**" means the letter dated *(insert date of the grant offer letter)* 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 *(insert recipient organisation)*, 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.

- 1.6 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

- 2.4 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.
- 2.5 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.
- 2.6 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

- 3.2 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

- 4.2 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

- 5.5 Payments will be made 80% in advance and 20% in arrears.
- 5.6 In order for the initial 80% to be released, the Commissioner will require the Recipient to:
- 5.6.1 have signed and returned a copy of this Grant Agreement to the Commissioner,
 - 5.6.2 have provided the appropriate bank details, and
 - 5.6.3 be in compliance with the terms and conditions of this Grant Agreement
- 5.7 In order for the final payment of 20% to be released, the Commissioner will require the Recipient to:
- 5.7.1 have completed the project to completion, as set out in the Purpose at Schedule 1
 - 5.7.2 have completed and returned the Monitoring and Evaluation at Annex A of this Grant Agreement within two months of the project ending
- 5.8 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

- 6.4 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.
- 6.5 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.
- 6.6 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

- 7.14 Each party must notify the other of:
- (c) the nominated person who will act as the party's authorised representative; and
 - (d) the contact details of the authorised representative and any deputies.
- 7.15 The Commissioner may require the Recipient to submit baseline information on specified outputs, outcomes and measures of performance set out in Schedule 1.
- 7.16 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.
- 7.17 The Commissioner may, in addition, ask the Recipient to clarify information provided to it. If so, the Recipient shall comply with any reasonable request.

- 7.18 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:
- (d) be in the format set out in AnnexA;
 - (e) be signed by the Recipient
 - (f) contain a detailed breakdown of expenditure for the entire Funding Period and monitoring information against the outcomes set out in Schedule 1.
- 7.19 The Recipient must notify the Commissioner as soon as reasonably practicable that an underspend is forecast.
- 7.20 Any underspend of Grant funds must be returned to the Commissioner within 30 days of the end of this Agreement.
- 7.21 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.
- 7.22 The Recipient may not vire funds between this Grant and other grants made to it.
- 7.23 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.
- 7.24 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.
- 7.25 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:
- (c) maintain and operate effective monitoring and financial management systems; and
 - (d) 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):
- (c) an annual, written statement, signed by the partner's treasurer, of how the money was spent;
and
 - (d) 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

- 9.3 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.

- 9.4 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

- 11.4 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.
- 11.5 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:
- (d) the requirement can demonstrably be met only by proprietary or specialist equipment; or
 - (e) the requirement can demonstrably be met only by a single available entity with extremely niche skills; or
 - (f) there are simply no alternative sources of supply.

- 11.6 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

- 12.5 The Recipient, and employees of the Recipient shall be careful not to be subject to conflicts of interest.
- 12.6 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.
- 12.7 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.
- 12.8 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

- 13.6 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.
- 13.7 The events referred to in Clause 13.1 are as follows:
- (f) 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;
 - (g) 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;
 - (h) The Recipient takes inadequate measures to investigate and resolve any reported irregularity;
 - (i) The Recipient changes the nature of its operations to the extent which the Commissioner considers to be significant or prejudicial.
 - (j) 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.
- 13.8 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.
- 13.9 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.

- 13.10 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

- 14.3 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.
- 14.4 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

- 16.4 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.
- 16.5 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.
- 16.6 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

- 17.3 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.

17.4 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.

17.5 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.

18.7 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.

18.8 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.

18.9 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.

18.10 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.

18.11 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

19.3 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.

19.4 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

20.3 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.

20.4 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

21.3 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.

21.4 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

22.3 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.

22.4 Notices delivered hereunder shall be deemed to be delivered:

22.4.1 if delivered by hand, upon receipt;

22.4.2 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.

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

- d) electronic mail should be sent to the Commissioner at commissioner@cumbria-pcc.gov.uk
- e) 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
- f) 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

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

Governing Law

24.2 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

(Name of Organisation) 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 (Name of Organisation)

Project Manager/Project Contact:-

Signature:	
Name:	
Date:	
Position:	

Bank details for grant payment

Bank name:	
Branch name:	
Sort code:	
Account name:	
Account number:	
Address:	
Post code:	

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 (b) above and more details are in Schedule 1.2 below.

Schedule 1.2 PROJECT DETAILS (DELIVERABLES/REPORTING)

Deliver the scheme proposed by **Insert Name of Recipient** 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)

Insert.

b) Outputs (lift from application form)

Insert

c) KPI's (lift from application form)

Insert

d) Outcomes (lift from application form)

Insert

e) Received Match funding for project/service (lift from application form)

Insert

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

Within two months of the end of the project (i.e. by **Insert**) 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?

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The Recipient:

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

- c) 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;
- d) 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:			

Signature:			
Name (printed):		Date:	
Position:			

COPCC sign off:

Signature:			
Name (printed):		Date:	
Position:			

