



# Office of the Cumbria Police and Crime Commissioner

Innovation Fund Application Pack

# Contents

Introduction .....	2
Eligibility for Funding .....	3
Making an Application for Funding.....	4
Monitoring and Evaluation .....	9
Funding Terms .....	10
Contact Us.....	10
Application Form: Organisation Details Sheet.....	11
Funding Application Form.....	12
Police and Crime Commissioner for Cumbria Grant Agreement.....	18

# Introduction

This fund is specifically targeted at providing grants to support innovative projects to pilot new ways of working with at risk groups to reduce offending and re-offending including anti-social behaviour and to address the issues of domestic and sexual violence. Reducing offending and re-offending and tackling the issues of domestic and sexual violence are key priorities within the Police and Crime Plan. Our Innovation Fund supports this by providing our wider public, community and third sector partners with the opportunity to work with us in doing this.

Whilst grants will generally be awarded on an annual basis, to ensure that successful innovative projects can plan for the medium term, we will consider applications that have a requirement for multi-year funding.

Grants will be awarded to innovative projects that specifically aim to address the following key areas:

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

We will fund initiatives that can demonstrate a positive and measurable impact in assisting the Police and local Communities. These projects will deliver success by developing prevention measures or working with offenders and supporting victims. The Innovation Fund is targeted in supporting new initiatives within the six key areas and a key factor in whether your application is successful or not is how you demonstrate that the idea is new to Cumbria, or a collaborative partnership involving one or more organisations.

The fund will be used to award grants following a funding application. This information pack will explain the process and contains the forms you need to apply. Application packs can be downloaded and completed electronically from our website [www.cumbria-pcc.gov.uk](http://www.cumbria-pcc.gov.uk).

Please be aware that all awards will be announced and published within the police domain as part of our policy on openness and transparency.

## Eligibility for Funding

This fund is specifically targeted at providing grants to support innovative projects to pilot new ways of working with at risk groups to reduce offending and re-offending including anti-social behaviour and to address the issues of domestic and sexual violence.

We will consider projects that include the application of nationally tested initiatives to the Cumbria locality but the project will need to demonstrate that the proposed service or intervention is not currently available.

Conditions of funding include being able to provide evidence of the steps and process you will follow to achieve successful outcomes. A key factor we will consider will be the opportunity to ensure that the lessons learned for the project are shared both locally and nationally.

Applications for this fund can be received at any time during the year by submitting a completed application pack but will consist of a two stage process:

1. Submission of an application pack and then a review by officers of the OPCC to assess the project.
2. The second stage will be a meeting with a panel to present your idea. This will be your opportunity to explain how you will achieve the outcomes and the processes involved. It will also provide an opportunity for us to meet the team delivering the project.

The process from submitting your application to awarding the funds, dependent upon the time of year, will be between 2-4 months. We would advise that you make no financial commitments until we have agreed to support your project.

You can apply for between £10,000 and £100,000 per year. For schemes under £10,000 please submit an application through our Community Fund. Please bear in mind that we may make an offer to support your idea but we may not be able to offer the whole amount you ask for so it is important to ensure that you examine a number of funding streams.

Whilst we are prepared to consider funding for more than one year, this will only be awarded in subsequent years if milestones are achieved. The maximum we will be prepared to fund will be a period of three years at which point we would expect the project to have developed its own funding streams.

Our full funding terms are set out later in the application pack.

## Making an Application for Funding

### Introduction

This section of the pack provides information to assist you in completing an application for funding. It provides some general advice on what to consider when applying for funding. It also lists the questions on the application form and provides guidance on the information you will need to provide.

### General advice for consideration as you prepare your application for funding.

- Your answers to the questions will help us to understand what sort of organisation you are and why you are doing the work you are doing.
- Show how your organisation and proposal demonstrate some of the key characteristics we are looking for. A clear explanation of the work you do and how and why you do it is more important than a glossy application.
- Tell us about the need you are addressing from your own experience as well as by quoting official statistics.
- We want to understand the vision and energy that inspire your work and how you think funding from the Commissioner could help.
- Explain how you will continue the project if further funding from the Commissioner is not available.
- Where possible give details of matched funding that you will bring to the project where you have raised funds from other opportunities.
- We will accept administration and management costs as long as they are proportionate to the value of the grant.

- Your proposal may be turned down even if your work is valuable and interesting; the Commissioner and his team have to make hard decisions and resources are limited
- Whilst we will consider plans with a project time of greater than 12 months, in order to plan ahead, each year's subsequent funding will rely upon:-
  - a) Achieving the key milestones you have set out and agreed with ourselves and providing evidence of achieving these milestones;
  - b) Demonstrating the value that the plan has had, and will achieve, in the coming 12 months.
- Projects that engage volunteers, other partners, look to deliver a county wide solution and aim to be self-financing and sustainable beyond the short term, will be looked on more favourably.
- **Our initial screening will be based upon the information contained within the application and within the word limit for each question we ask you.**

## Guidance: Responding to application form questions

Your application will be marked using the criteria stated on page 8. Please note that your answers must meet the criteria.

**Question 1a** This question asks how much funding you require and for how long.

**Question 1b** This section tells you to describe/provide details of your project. Please include information which is specifically relevant to this funding application only.

**Word Limit:** 500 words

**Scoring:** 10 marks

**Question 2** Describe how your project relates to the six key areas identified in the introduction.

Please note that your applications will not be considered if your innovative project does not address the six key areas.

**Word Limit:** 1000 words

**Scoring:** 10 marks

**Question 3a** Describe how your project is innovative and new to Cumbria. It may be done elsewhere in the country and is working or may be a brand new solution making use of different resources.

**Word Limit:** 500 words

**Scoring:** PASS/FAIL

**Question 3b** Prove that this work is not already being carried out elsewhere in Cumbria. Please note that your application will not be considered if you fail this question.

**Word Limit:** 500 words

**Scoring:** PASS/FAIL

**Question 4** This question asks why you are the right organisation to deliver your project. In your answer we would expect to understand the previous experience of your organisation in delivering similar projects, who will be involved and what factors and key skills your organisation possess which will ensure the project is delivered. If this is your first project please ensure that you include the relevant skills of the team involved in delivering the project and their previous experience.

**Word Limit:** 500 words

**Scoring:** 10 marks

**Question 5** This question asks how you know there is a need for your work and who your project will help. Within this section you should define the problem you intend to tackle with this funding. You should provide evidence. This can be drawn from strategic assessment reports, community surveys, personal experience or a feasibility study into the outcomes in which the views of the group you are assisting are included. Please also detail who the project is aimed at helping and what impact you expect to have.

**Word Limit:** 500 words

**Scoring:** 10 marks

**Question 6a** Within this question we are looking to understand how you will deliver the project, what information you intend to collect to evidence your impact and measure your achievements.

**Word Limit:** 500 words

**Scoring:** 10 marks

**Question 6b** We would expect to understand which groups you would look to interact with to share the learning from your project, how often and what information you would include.

**Word Limit:** 500 words

**Scoring:** 10 marks

**Question 7** This question on the application form asks you to detail key milestones that will allow us to measure the progress of your project. It is important that you set yourself realistic milestones that are achievable. Tell us what you will do and why you are doing it, the number of people that will benefit and what it will achieve. We understand that the project is new and innovative and as such may not have a large uptake initially but we would expect to see this grow each quarter. We have also included tables for 18 months, 24 months and 36 months as we appreciate that an innovative project will hope to run for more than one year. We will look to consider funding for subsequent years subject to you achieving milestones but will not guarantee funds in the long-term.

**Word Limit:** not applicable

**Scoring:** 20

**Question 8a** Asks you to provide information about the costs of your project. You need to demonstrate that the amount of funding you have applied for is based on a detailed understanding of the costs involved in delivering your project.

**Word Limit:** not applicable

**Scoring:** 10 marks

**Question 8b** Asks you about the other sources of funding that will contribute to the project. It also asks you about any plans to use volunteers for your project. In this section you should detail any other grants, sponsorship, donations and financial contributions relevant to this project. You do not need to include information of other funding that supports general running costs or other projects. Applications will score well if you demonstrate to us that the funding you receive will be supplemented by other funding or by the time and commitment provided by volunteers. If your project involves the use of volunteers, you should tell us how many people you expect to volunteer and how many hours of volunteer time you estimate will help to support your project.

**Word Limit:** not applicable

**Scoring:** 10 marks

**Question 9** Detail your approach to continuing to fund the programme after our funding ceases. Please provide details of how you will look to secure other funding or may make the project self-sustainable. We are keen to understand how your efforts and our support will be able to continue to deliver a benefit.

**Word Limit:** not applicable

**Scoring:** 0 marks

The table below will be used to score your application. Please use this information and guidance to complete your application.

Q	Criteria	Marks
<b>1a</b>	Value of the grant which is being applied for.	N/A
<b>1b</b>	Clear and detailed description of the project which is relevant to this funding application	10
<b>2</b>	Clear evidence of how this project is related to the six key areas identified within the application pack (10)	10
<b>3</b>	Demonstrates how the project is new and innovative.	Pass/Fail
<b>3b</b>	Demonstrate that the work his not being done elsewhere in Cumbria.	Pass/Fail
<b>4</b>	Quality of the submission in explaining relevant skills and/or experience (5); other factors supporting the group in being successful (5)	10
<b>5</b>	Clear evidence of the need which has been identified (5) demonstrates a clear understanding of the target group and has consulted them where appropriate (5).	10
<b>6a</b>	Quality of the submission in demonstrating: an understanding of what evidence is needed to measure progress, including key performance indicators (5); how the project will be delivered and managed (5).	10
<b>6b</b>	Quality of submission in demonstrating: how you will share information and learning (3); which organisations you will look to share/work with (3), provision of a measurable communication plan (4).	10
<b>7</b>	Quality of the submission in: identifying milestones for the project (5); demonstrating clear appreciation of how the project will develop (5); impact on at risk groups as the project develops (10).	20
<b>8a</b>	The level of detailed planned cost analysis/planned expenditure is consistent with the description of the project (5); accuracy of costs supported by quotes or other	10

	evidence (5).	
<b>8b</b>	Proportion of self-generated funding (5); volunteer support to contribute to the project (5).	10
<b>9</b>	Future plans for funding the project or details of how the project may become self-sustainable.	N/A

## Monitoring and Evaluation

If you are successful in your funding application you need to monitor and evaluate your project.

### Monitoring Report

We will expect a monitoring report to be submitted every quarter with your request for reimbursement.

### Evaluation Report

As part of the conditions of the grant agreement, you will be required to submit an evaluation report, detailing how the grant is helping you to achieve your aims and what changes it has brought about. The evaluation report should identify the range of outputs and outcomes you have achieved with the grant funding, including:

- What has changed across your organisation since you first received our grant – in terms of the work you have done
- 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 six key points noted in the introduction

Your reports will be used to assist ourselves and other organisations to learn from your experience and may be published on our website. The frequency of the grant reports and any specific information we may request will be set out in the grant agreement we send you detailing the conditions of our funding to you.

We are also interested in feedback on your experience of getting a grant from the Commissioner. We would welcome your views on how could we improve the way we work with applicants and grant holders. You can do this using any of the contact details at the end of this application pack.

## Funding Terms

All organisations awarded a grant following a funding application will be asked to sign a funding agreement. The agreement will set out the terms of our funding. Grant applicants are asked to ensure that they are able to comply with these terms before submitting a funding application. A copy of the agreement is appended to this pack.

## Contact Us

If you need any help with your application you can contact us:

Website: [www.cumbria-pcc.gov.uk](http://www.cumbria-pcc.gov.uk)

Email: [commissioner@cumbria-pcc.gov.uk](mailto:commissioner@cumbria-pcc.gov.uk)

Telephone: 01768 217734

Address: Office of the Cumbria Police and Crime Commissioner  
1 – 2 Carleton Hall, Penrith  
Cumbria, CA10 2AU

# Application Form: Organisation Details Sheet

Please complete the details below where applicable for your group/organisation

<b>Name:</b>	
<b>Group/Organisations:</b>	
<b>Correspondence Address:</b>	
<b>Charity Registered Address:</b> <b>(if different)</b>	
<b>Charity Number or Copy of Constitution</b>	
<b>Contact Tel. No.</b>	
<b>Fax No.</b>	
<b>Mobile Tel. No.</b>	
<b>E-mail Address:</b>	
<b>Bank Branch Address:</b>	
<b>Bank Account No:</b>	
<b>Sort Code:</b>	
<b>Website:</b>	
<b>How many staff are involved:</b>	
<b>Copy of annual Accounts attached:</b>	
<b>Registered Signatory:</b>	
<b>Date:</b>	

# Funding Application Form

**1a.** What is the value of the grant you are applying for and for how many years (1-3)? (Minimum grant £10,000)

**1b.** Clearly describe the project details/information specific to this funding application. (Max 1000 words, 10 marks)

**2.** Describe how your project relates to the six key areas identified in the criteria. Please note that your application will not be considered if your innovative project does not address these areas. (Max 500 words, 10 marks)

**3a.** Describe how your project is Innovative. Please note that applications that are not Innovative will not be considered. (Max 500 words PASS or FAIL)

**3b.** Please demonstrate that this scheme is not being provided elsewhere in Cumbria (Max 500 words, PASS or FAIL)

**4.** Why are you the right organisation to do this work?

(Max 500 words, 10 marks)

**5.** How do you know there is a need for your work, and who benefits from the work that you do?

(Max 500, words 10 marks)

**6a.** What information do you intend to collect to evidence your impact and demonstrate you are on track to deliver the expected outcomes? (Max 500 words, 10 marks)

**6b.** How are you going to share and promote what you have learned? (Max 500 words, 10 marks)

7. Please set realistic milestones for your project. (20 marks)

**3 Months**

What will you do?		
Why are you doing it?		
How many people do you expect to benefit? (estimate)	Directly	Indirectly
What will it achieve?		

**6 Months**

What will you do?		
Why are you doing it?		
How many people do you expect to benefit? (estimate)	Directly	Indirectly
What will it achieve?		

**9 Months**

What will you do?		
Why are you doing it?		
How many people do you expect to benefit? (estimate)	Directly	Indirectly
What will it achieve?		

**12 Months**

What will you do?		
Why are you doing it?		
How many people do you expect to benefit? (estimate)	Directly	Indirectly
What will it achieve?		

**18 Months**

What will you do?		
Why are you doing it?		
How many people do you expect to benefit? (estimate)	Directly	Indirectly
What will it achieve?		

**24 Months**

What will you do?		
Why are you doing it?		
How many people do you expect to benefit? (estimate)	Directly	Indirectly
What will it achieve?		

**8a. Costs**

Please provide a breakdown of costs for the project. These must have been thoroughly researched and itemised, with the costs outlined below being based on quotes received or known costs. If you anticipate the project running for a period greater than one year please provide anticipated costs for each annual period (10 marks)

**8b.** Will your project be supported by funds that have come from other sources e.g. fundraising, other grants, business support, and volunteer hours? Please provide details (10 marks)

Source of Income	Confirmed?		Amount
	Yes	No	
Other Police and Crime Commissioner Funding	<input type="checkbox"/>	<input type="checkbox"/>	£
Organisation's own cash contribution	<input type="checkbox"/>	<input type="checkbox"/>	£
Donations	<input type="checkbox"/>	<input type="checkbox"/>	£
In-kind volunteer time	<input type="checkbox"/>	<input type="checkbox"/>	Total hours estimated
Grants and sponsorship* (please provide names of funders below)			
	<input type="checkbox"/>	<input type="checkbox"/>	£
	<input type="checkbox"/>	<input type="checkbox"/>	£
	<input type="checkbox"/>	<input type="checkbox"/>	£
	<input type="checkbox"/>	<input type="checkbox"/>	£
	<input type="checkbox"/>	<input type="checkbox"/>	£
<b>Total</b>			£

\* Please provide only details of grants and sponsorship that are relevant to this project.

**9.** The purpose of this fund is to support innovation and new ideas. Whilst we will try to support programs in their start up and subsequent years, this fund will not support programs in the long term. Please detail how you will go about sourcing other funding or making the project self-financing.

# 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 Organisation being funded)*

## Introduction and definitions

- 1.1    This agreement (the "Grant Agreement") consists of 23 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".

- 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**

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.

- 2.1 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.
- 2.2 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 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.

### **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 The Recipient must ensure that all reasonable steps have been taken to ensure that it and anyone acting on its behalf complies with any applicable law for the time being in force (so far as binding on the Recipient).

- 10.2 No aspect of the activity funded by the Commissioner may be party-political in intention, use, or presentation.

- 10.3 The Grant may not be used to support or promote religious activity. This will not include inter faith activity.

#### **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.

### **Indemnity**

- 15.1 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.
- 15.2 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.

### **Intellectual Property Rights**

- 16.1 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.
- 16.2 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**

- 17.1 The Commissioner does not commit to renew or continue financial support to the Recipient after the Funding Period.
- 17.2 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.

17.3 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.

17.4 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.

17.5 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.

17.6 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**

18.1 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.

18.2 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**

19.1 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.

19.2 The Recipient agrees to assist and co-operate 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**

20.1 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.

20.2 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**

21.1 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.

21.2 Notices delivered hereunder shall be deemed to be delivered:

21.2.1 if delivered by hand, upon receipt;

21.2.2 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.

21.2.3 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](mailto: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**

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

**Governing Law**

23.1 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**

*Insert details of the purpose of the grant including any related specification, performance/outcome/outputs upon which funding is conditional. Include details of any monitoring or reporting requirements to evidence delivery.*

**SCHEDULE 2 – PAYMENT SCHEDULE**

Payment	Period From:	Period To:	Payment date*

\*In accordance with the agreement payments will usually be monthly or quarterly in arrears unless otherwise stated.

**SCHEDULE 3 – IN-YEAR FINANCIAL 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.**

**ANNEX A****PAYMENT REQUEST AND FINANCIAL MONITORING REPORT**

<b>Grant Recipient:</b>	<b>Grant Stream: Innovation Fund</b>
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<b>Period</b>	<b>Resource (£)</b>
From:	
To:	
(1) Total funding received for this project year	
(2) Funding request for this period	
(3) Total funding received and requested (1+2)	

**MONITORING INFORMATION REQUIREMENTS**

Please detail the expenditure for which this claim is made including confirmation of what has been attached to this payment request form e.g. invoices/payroll information

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**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:

<b>Grant Recipient Signature:</b>		
<b>Name (printed):</b>		<b>Date:</b>
<b>Position:</b>		

**OCPCC sign off:**

<b>Signature:</b>		
<b>Name (printed):</b>		<b>Date:</b>
<b>Position:</b>		

**ANNEX B****END OF GRANT TERM FINANCIAL MONITORING REPORT**

The form should be completed and certified by the Recipient's Treasurer, Finance Officer or equivalent and returned to the Commissioner in accordance with Clause 7.

<b>Grant Recipient:</b>	<b>Grant Stream: Innovation Fund</b>
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<b>Expenditure Category:</b>	<b>Actual Resource Expenditure (£)</b>
<b>TOTAL EXPENDITURE:</b>	
<b>TOTAL GRANT PROVIDED:</b>	
<b>VARIANCE:</b> total grant provided minus total resource expenditure <b>(To be returned to the Commissioner in accordance with Clause 7.6)</b>	

**TREASURY, FINANCE OFFICER OR EQUIVALENT CERTIFICATION**

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.

<b>Signature:</b>			
<b>Name (printed):</b>		<b>Date:</b>	
<b>Position:</b>			

*(Insert name of organisation) sign off:*

<b>Signature:</b>			
<b>Name (printed):</b>		<b>Date:</b>	
<b>Position:</b>			