

# Model Grant Agreement: Small Grant Schemes

23 JUN 2014

## Grant Agreement

The Police and Crime Commissioner for Cumbria and 'Community Reach'

Terms and conditions for small grant schemes made by the Police and Crime Commissioner for Cumbria

Definitions:

"Commissioner" means the Police and Crime Commissioner for Cumbria

"Grant" means grants made by the Commissioner

Terms of Funding:

- 1) Grants may only be used for the purpose specified in the approved application and offer letter.
- 2) Assets or equipment purchased with grant monies may not be sold or otherwise disposed of without written approval of the Commissioner. Where sale or disposal does take place (approved or otherwise), repayment of grant maybe required. The level of repayment and the timescale for this will be determined by the Commissioner.
- 3) Payment of grant will not be made until the confirmation of acceptance of these terms and conditions and any additional conditions outlined in the offer letter are received by the Commissioner.
- 4) Any approved grant does not imply any on-going commitment by the Commissioner to make further payments to the applicant organisation.
- 5) Applicant organisations will inform the Commissioner of any changes to bank details.
- 6) Applicant organisations shall comply with all relevant legislation, law and taxation rules that apply to their organisation.
- 7) Applicant organisations agree to participate in publicity the Commissioner may wish to undertake around the grant made to the organisation. The organisation will inform the Commissioner where confidentiality considerations are relevant.

- 8) The organisation will share with the Commissioner prior to publication any publicity that they may wish to undertake in respect of the grant to allow the Commissioner to contribute to the publicity.
- 9) Applicant organisations will acknowledge the Commissioner in any publicity material they produce specific to the grant. Applicants agree to provide copies of any such materials to the Commissioner.
- 10) The Commissioner agrees his name "Police and Crime Commissioner for Cumbria" may be used by the applicant organisation to indicate the grant support he has provided.
- 11) Grants must be spent within 12 months of receipt unless otherwise outlined in the offer letter.
- 12) Where an applicant overspends on the activity which was the subject of the grant application, no further Funds will be made available by the Commissioner.
- 13) Where the grant is not spent in its entirety, any unspent balance must be returned to the Commissioner.
- 14) Grant recipient organisations must retain all financial records and accounts, including receipts, related to the grant, for at least two years from receipt of the grant or in line with legal and/or taxation rules requirements, whichever is the longer. These records shall be made available to the Commissioner on request. The applicant organisation will permit any officer of the Commissioner or its appointed auditors to visit its premises and/or inspect any activities and records related to this grant.
- 15) The Commissioner may withhold some of all of the grant or require repayment, in the following circumstances:
  - a) These terms and conditions and those of the offer letter are not complied with
  - b) If the application form was completed dishonestly, or its contents or those of supporting documentation false or misleading
  - c) The applicant organisation does not promote equality of opportunity or is in breach of the requirements of equalities or health & safety legislation
  - d) The applicant organisation does not follow appropriate policies on safeguarding children or adults
  - e) The activities of the applicant organisation or its staff and/or volunteers are likely to bring the Commissioner into disrepute
  - f) The applicant organisation fails to complete the evaluation report.
- 16) An evaluation and monitoring report must be completed in respect of the grant as outlined in the offer letter. Failure to complete this may result in the grant being repayable.

- 17) By agreeing to these terms and conditions, the applicant organisation permits the Commissioner to record the information they have supplied to the Commissioner in an electronic format. All information will be held in line with the Data Protection Act 1998 and other relevant legislation. Information held will only be used for the purposes of the grant, publicity and monitoring the grant. The Commissioner will, for the purposes of transparency and public accountability, publish details of all grants awarded and this grant agreement.
- 18) Where applicable the Commissioner and the applicant organisation are required to comply with the Freedom of Information Act 2000.
- 19) The decisions made by the Commissioner in awarding grants are final. There is no appeal process.
- 20) In no event will the Commissioner be liable to the applicant organisation or any third party for any actions, claims, demands, proceedings, costs, charges, expenses and damages, whether direct, indirect, incidental or consequential, arising out of the use or inability to use the Grant, even if the Commissioner has been advised of the possibility of such actions, claims, demands, proceedings, costs, charges, expenses and damages.
- 21) The applicant organisation shall insure with a reputable insurance company against all loss of and damage to property and injury to, or death of persons arising out of or in consequence of the Applicant organisation's obligations under this Agreement and against all actions, claims, demands, proceedings, damages, costs, charges and expenses in respect thereof. If your organisation does not have insurance or you think you are unable to comply with this term please contact us.

Payment schedule:

Payments of the grant will be made 80% in advance and 20% in arrears and will be subject to the above terms and compliance with the section in this agreement on the purpose of funding.

Purpose:

Community reach are looking both to secure a base from which to operate from and revenue funding for qualified youth workers to engage with the young people who are vulnerable or make others feel vulnerable while out on the streets. Ideally the base will enable a multi-use option to take place providing a location for alternative education and youth domestic abuse support during the day, and, a base for direct street engagement work among the young people in the late afternoon and evenings.

The property that has been identified is right in the middle of the 'route' young people take across the city to get to Bitts Park and the skate board park. It is also a prime location for engaging with the city centre youths who gather behind McDonald's between Scotch Street and Fisher Street. These three areas are the places the police identify as locations of much of the physical crime and crimes against the person that takes place in

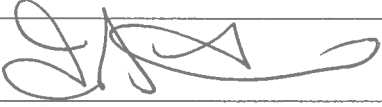
Carlisle city centre which is in the Castle Ward of the city. The property identified is known locally as The Lodge and it is owned by Carlisle Cathedral. The total funding required includes £7000 for rent, £3000 for running costs and, in addition we need to raise finance for qualified youth workers to operate in the area.

During the pilot, engagement with young people will, through the use of experienced youth workers, attempt to work with the young people towards reducing the level of anti-social incidence and the perceived anti-social behaviour of groups of young people within the area through awareness raising and through partnering with other organisations to offer more options and facilities. The project will also work towards assisting in keeping young people out of the judicial system where practicable and, look to engage with those young people encountering or being vulnerable to domestic abuse.


#### Acceptance of grant

'Community Reach' accept the grant of £10,000 contained in this grant agreement and agrees to comply with the terms and conditions of the grant under which the grant is issued.

'Community Reach'

Signature	
Name	LINDA BARRETT THOMAS
Date	19.6.14
Position	DIRECTOR

#### Police and Crime Commissioner

Signature	
Name	RICHARD RHODES
Date	18.6.14
Position	Police & Crime Commissioner