

Police and Crime Commissioner for Cumbria Grant Agreement

THIS AGREEMENT is made on the 3rd day of March 2016

PARTIES:

- (1) **The Police and Crime Commissioner for Cumbria** of Police Headquarters, Carleton Hall, Penrith, Cumbria, CA10 2AU, ("the Commissioner")
- (2) *The Well Communities, 59 Sycamore Grove, Lancaster*

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 1st April 2016 to 31st March 2018.

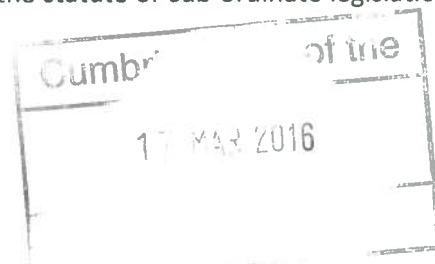
The "**Grant**" means the grant payable by the Commissioner to the Recipient under the terms of this Grant Agreement, the amount of which (the "**Grant Amount**") shall not be more than Year 1: 50% of the total costs, not exceeding **£48,050.00** (forty eight thousand and fifty pounds), and Year 2: 50% of the total costs, not exceeding **£48,050.00** (forty eight thousand and fifty pounds).

The "**Grant Letter**" means the letter dated 29th February 2016 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 The Well Communities, 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.
- 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.

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,
- 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

The Well Communities 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 The Well Communities**Project Manager/Project Contact:-**

Signature:	
Name:	CARL MOLYNEUX
Date:	10/3/16
Position:	PROJECT MANAGER BARROW


The Recipient's Chief Finance Officer:-

Signature:	
Name:	David Highborn
Date:	12/3/16
Position:	CEO

Bank details for grant payment

Bank name:	The Well Communities
Branch name:	Cumberland building Society
Sort code:	16-52-21
Account name:	The Well
Account number:	53502569
Address:	26-28 Cheapside, Lancaster
Post code:	LA1 1LZ

On behalf of the Police and Crime Commissioner for Cumbria**Authorised Signatory:-**

Signature:	
Name:	STUART EDWARDS
Date:	4 TH MARCH 2016
Position:	CHIEF EXECUTIVE.