

# **Covid-19 Community Recovery Fund**

## **Supporting Information and**

## **Guidelines**

All projects and services must evidence an understanding of best working practices in the light of Covid-19 and the challenges it presents both to delivering services and those receiving services. If you are successful in being awarded a grant you will be expected to adhere to the current Government restrictions relating to the Covid-19 crisis.

## INTRODUCTION



I am committed to working with local community, third sector and voluntary groups to support them in making Cumbria an even safer place to live. These are unprecedented times and I recognise that having the right resources at the right time is important to enable those people supporting our communities to continue to do so. Coronavirus has forced us all to work differently and this presents new challenges and opportunities. I

want to ensure we are making resources accessible to those who need them the most and that all our communities are continuing to be supported throughout this difficult time. Therefore money allocated from the Property, Community and Innovation Funds has been combined to create a new fund.

The Covid-19 Community Recovery Fund has been established to offer short-term funding to assist organisations manage the new issues which are arising due to the continuing threat of coronavirus and the need for social distancing and isolation, and for issues that emerge as the UK begins to recover after the lockdown measures are lifted. It will also support innovative local schemes which aim to reduce crime and make our communities safer by address issues such as domestic abuse, mental health issues and supporting and working with young people at risk of criminality or victimisation. Covid-19 is likely to create a surge in demand for the types of services provided by many of these groups, but it has also left some charities unable to carry out their normal fundraising activities. This fund will be available to charity, community or voluntary groups who are struggling to retain their offer of support to victims and communities, or who are looking at different ways of working to continue to achieve their aims. It will support organisations to provide their services during a time of rising economic adversity caused by Covid-19 crisis.

To meet the criteria of the fund, the groups must ensure that their project contributes to the delivery of one or more of the objectives within the Police & Crime Plan **2016-2020, Making Cumbria Even Safer**. The Plan, which all Commissioners must produce, sets out the vision and key objectives for policing and community safety in Cumbria:

## **POLICE AND CRIME PLAN KEY OBJECTIVES**

Your application must support one or more of the key objectives as set out in the Police and Crime Plan.

### **Tackle Crime and Anti-social Behaviour (Objective 3)**

- Tackle domestic abuse
- Address hate crime
- Address crime which affects people in rural parts of the county
- Tackle alcohol and substance misuse, including new psychoactive substances
- Focus on serious and organised crime
- Target speeding and dangerous driving; and
- Protect the vulnerable and elderly from crime

### **Ensure Offenders Face a Consequence for their Crime (objective 4)**

- Reduce re-offending
- Giving victims the chance to explain the impact of the crime (Restorative Justice); and
- Giving victims a say in how offenders make amends (Community Remedy)

### **Always put Victims First (objective 5)**

- Develop joined up and appropriate support for victims
- Develop enhanced services for victims of more serious crimes and vulnerable victims
- Make sure agencies who work with victims of crime meet the national code of practice for victims of crime (The Victims Code); and
- Make it quicker and easier to get people who are having a mental health crisis to be taken to a place of safety and require suitable support

### **Focus our Police on Online & Sexual Crime (objective 6)**

- Help members of the public to be aware of the risk of online crimes and keep themselves safe online
- Prevent grooming, child sexual exploitation and sexual abuse; and
- Develop joined up and appropriate support for victims of sexual crime and child sexual exploitation

### **Supporting Young People (objective 8)**

- Improve how the police interact with young people; and
- Support activities which provide positive opportunities for young people or which prevent young people from turning to crime.

**The fund will support projects or activities that:**

- Support organisations to provide their services during a time of rising economic adversity caused by Covid-19 crisis
- Address an emerging issue that has arisen due to the Covid-19 crisis, whilst adhering to government guidelines such as social isolation measures
- Address an emerging issue that arises as the country recovers from the Covid-19 crisis
- Support victims of domestic abuse and sexual violence
- Provide support and tackle alcohol and substance misuse
- Reduce offending and re-offending
- Help members of the public to be aware of online crimes and how to keep themselves safe
- Prevent grooming, child sexual exploitation and sexual abuse.
- Provide access to services that will help to prevent people, especially the vulnerable, from becoming the victim of crime, or support them if this occurs.
- Support the ongoing needs of older people and vulnerable people to ensure that their wellbeing is maintained whilst the outbreak continues, especially those living in rural communities.
- Ensure vulnerable, elderly and young people remain connected with the outside world during this time and provide diversionary activities to stop young people becoming involved in crime.

It is expected that projects will be able to begin quickly upon receipt of a grant and funding should be spent by 31<sup>st</sup> March 2021. It is anticipated that many activities may take place over shorter timescales.

The Covid-19 Community Recovery Fund application form provides you with an opportunity to present your ideas and evidence how it will support your community by addressing one or more of the Police and Crime Plan objectives. This pack stipulates the key pieces of information you will need to include to maximise your chance of success. If you would like further guidance or advice to help with the completion of your application form then please contact the Office of the Police and Crime Commissioners (OPCC) on [commissioner@cumbria-pcc.gov.uk](mailto:commissioner@cumbria-pcc.gov.uk) or 01768 217734

## Points to consider before applying for a Covid-19 Community Recovery Fund Grant.

The Covid-19 Community Recovery Fund is used to award grants following a funding application process. A copy of the application form can be downloaded and completed from our website <https://cumbria-pcc.gov.uk/what-wedo/funding/>

Some important things to consider before you start writing your application:

- Tell us about the need you are addressing from your own experience rather than just quoting official statistics.
- How do you know that this is what your community needs and who supports your idea?
- What difference will it make to your local community and how will you know that it has worked?
- What will the grant specifically be used for and how have you estimated the costs?
- Who will be responsible for managing the grant and how will you account for it?
- How will you evidence that you have delivered against your expected outcomes and the Police and Crime Plan objectives, and show the benefits the project has brought to the local community.
- Have you considered additional funding from other sources to support your project?
- How will you continue if further funding is not available from the OPCC at the end of the project?

**Please understand that your application may be turned down even if your work is valuable and interesting. There is a necessity for the Commissioner and his team to make hard decisions when awarding funding due to limited resources.**

### Who can apply?

Applications are invited from established charitable organisations, community or voluntary groups in Cumbria which already have a clear track record of delivering effective services in relevant field/s in the county and have the capacity to adapt or enhance their service in response to the immediate and longer term impacts of Covid-19. Applications must evidence an understanding of best working practices in the light of Covid-19 and the challenges it presents both to those delivering services and those receiving services. **All projects will have to be able to be delivered during the Covid-19 lockdown and recovery phase.** Where proposals involve delivery or referral partner/s, it is expected that

commitment from all parties has been confirmed prior to application so activity can begin without delay. Working in partnership is encouraged, particularly where there is the opportunity to share expertise and resources that ensures organisations are better able to identify at-risk or fill gaps in existing support pathways.

- Your group must be a charity, community or voluntary group with a written constitution or governing document.
- You may also be a Community Interest Company or social enterprise limited by guarantee.
- Your governing document must include your charitable aims or objectives and a dissolution clause and/or asset lock which details what would happen to any funds should the group have to close.
- Your group must be governed by a voluntary trustee or management committee with a minimum of two members, at least two of whom must be unrelated.
- The group must have a bank account in its own name, with at least two unrelated signatories.
- The group must have all the relevant policies in place for its work, including Equality and Diversity Policies and Safeguarding Policies.
- Your group must be working to meet the needs of the local community in Cumbria
- If your group is affiliated to a national body, you must have a local management committee and your own separate bank account.

### **Those who are not eligible to apply**

- Support cannot be offered on an individual basis
- Provide funding to National Charities
- We cannot support profit-making businesses
- Groups with very high levels of unrestricted and undesignated reserves – usually over a year although there may be exceptions
- Statutory organisations including schools and parish councils
- Organisations that cannot demonstrate public benefit as defined by the Charity Commission (for more information visit [www.charitycommission.gov.uk](http://www.charitycommission.gov.uk))

## When to apply

Applications will be considered on a monthly basis, with closing dates being the last day of the month for **June, July, August and September 2020**.

**Please note the continuation of this fund will be dependent on the availability of funds and will be reviewed in response to changes to Government measures. A deadline will be published prior to closing the fund.**

## How to apply

Organisations can apply through the OPCC website and will need to:

- Complete the online application form and New Supplier Form

The application asks you to send the following supporting documents, to us via email.

- A copy of your constitution or governing document
- A copy of your most recent annual accounts
- A copy of your equality policy and relevant safeguarding policy
- A copy of a bank statement showing the account name – we need this to pay your grant by BACS if you are successful.

Documents should be emailed to [commissioner@cumbria-pcc.gov.uk](mailto:commissioner@cumbria-pcc.gov.uk)

## How much can I apply for?

Charities, voluntary and community groups can apply for any amount of funding up to **£5,000**. Prioritisation will be given to those services and projects that can evidence a direct need and whose projects contribute to the delivery of the key objectives in the Police and Crime Plan.

## What can I apply for?

We are interested in your own ideas as you are the people who know most about the needs of your community. We also recognise that the situation in relation to Covid-19 will evolve and change and we will need to review and amend our criteria to ensure our response remains appropriate.

### **Project costs we will cover include:**

- Staffing costs to cover the project (we may provide a proportion of these costs)
- Additional costs of working remotely and adapting services for disadvantaged and vulnerable people **Please note we will not reimburse/fund items that have been previously purchased prior to the awarding of the grant**
- Helping to purchase equipment to provide existing services differently, for example to take services online to maintain communications with the people that you are supporting
- Recruitment and support of volunteers to provide additional capacity
- Contribution to specific overhead costs that must be linked to the service being provided to support Covid-19, and can include; advertising, supplies, telephone costs and travel expenditure

### **The Fund will not support:**

- Funding cannot be awarded to support rents, accounting fees, insurance and taxes, legal fees, utilities, repairs and the hire of Halls – proposals must be designed in response to Covid-19 to enhance or adapt services.
- Funding cannot be used as reimbursement for previously purchased goods
- General fundraising appeals i.e. events or activities for which the principle aim is to fundraise for other organisations.
- Projects operating outside of Cumbria
- Medical research
- Promotion of religious or political causes
- Funding for CCTV cameras or ANPR equipment
- Activities which form a statutory function of an applicant
- The development or refurbishment of buildings
- Funding cannot be used to meet the personal needs of individuals through hardship payments or other direct financial support offered on an individual basis.

## THE PROCESS

All applications will be assessed by a panel which includes the Commissioner, the Head of Partnerships and Commissioning and Police Inspectors from either the North, South or West of the county. Where appropriate the Commissioner may consult with other specialist or technical professionals depending on the content of your application.

Funding will be awarded on the basis of the expected outcomes and the extent to which they can make a noticeable impact on the relevant fund priorities, ability to enhance/complement existing services and ability to deliver targeted services to vulnerable people.

### Payment of Grants

Grants will be awarded up to £5,000. Each grant is paid in two stages, 70% at the start of the project and 30% at the end of the project. The 30% final payment is made at the end of the project subject to the completion of a final **evaluation report** where you are required to evidence how the grant has helped you achieve your outcomes, what impact this has within the local community and how you have met one or more of the key objectives in the Police and Crime Plan. The Commissioner or a representative of the OPCC may also request, at any given time, to visit the project to see how things are progressing.

If you are successful you will receive a notification of funding and a **grant agreement** for you to sign and return to us. The grant agreement sets out the terms and conditions of our funding that we ask groups to comply with in exchange for our grant. An example of a grant agreement is provided at pages 11 to 21. Please be aware that all grant awards will be announced and published within the public domain as part of our policy of openness and transparency. If you are unsuccessful, we will write to you and let you know the reasons for this.

Once you receive your grant, it should be spent by 31<sup>st</sup> March 2021 (unless we have agreed a different timescale with you) and should be spent on the activity which was the subject of your application. Where the grant is not spent in its entirety, any unspent balance must be

returned to the OPCC. Where there is an overspend on the activity, no further funds will be made available by the OPCC.

In addition, the Commissioner should also be acknowledged in any publicity material produced specific to the grant which must be shared with the Commissioner prior to publication. The Commissioner also expects the project to take part in any publicity produced by the OPCC in relation to project/funding.

## **FUNDING TERMS**

All groups awarded funding following a grant application will be asked to sign a grant agreement. The agreement will set out the terms of our funding. These are set out below.

**Grant applicants are asked to ensure that they are able to comply with these terms before submitting an application.**

### **Terms and condition for Community Fund grants made by the Police and Crime**

#### **Grant Offer**

- 1.1 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.
- 1.2 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. 1.3 This Grant is paid to the Recipient in exercise of the power conferred by part 11, section 143 of the Anti-Social Behaviour, Crime and Policing Act 2017 (the “Act”).
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#### **Purpose and extent of the Grant**

- 2.1 The Recipient may not use the Grant for any activities other than the Purpose, or as approved in writing by the Commissioner. Details of the Purpose of the Grant and expected outcomes will be defined further in the Grant Agreement in consultation with the organisation / group.

#### **Amount of the Grant**

- 3.1 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**

- 4.1 Payments will be made 70% in advance and 30% in arrears.
- 4.2 In order for the initial 70% to be released, the Commissioner will require the Recipient to:
  - 4.2.1 have signed and returned a copy of this Grant Agreement to the Commissioner,
  - 4.2.2 have provided the appropriate bank details, and

- 4.2.3 be compliant with the terms and conditions of this Grant Agreement
- 4.3 In order for the final payment of 30% to be released, the Commissioner will require the Recipient to:
  - 4.3.1 have completed the project to completion which will be discussed and detailed in the Grant Agreement.
  - 4.3.2 have completed and returned the Final Evaluation Report.
- 4.4 The Commissioner reserves the right to withhold all or any payments of the Grant if the Commissioner has reasonably requested information/documentation from the Recipient and this has not been received by the Commissioner in the timescales reasonably required.

### **Eligible expenditure**

- 5.1 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.
- 5.2 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.
- 5.3 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**

- 6.1 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.
- 6.2 The Commissioner may require the Recipient to submit baseline information on specified outputs, outcomes and measures of performance which will be defined in this Grant Agreement.
- 6.3 The Commissioner may arrange for the Recipient to be visited by a member of staff throughout the Funding Period so they can evaluate the Recipient's progress, in order to ensure the Purpose is being compiled with.

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

### **Records to be kept**

- 7.1 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 such as: original invoices, receipts, minutes from meetings, accounts, deeds, and any other relevant documentation, whether in writing or electronic form.

- 7.2 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.
- 7.3 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**

- 8.1 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.
- 8.2 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**

- 9.1 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.
- 9.2 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).
- 9.3 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.

9.4 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.

9.5 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**

10.1 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.

10.2 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.

10.3 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**

11.1 The Recipient, and employees of the Recipient shall be careful not to be subject to conflicts of interest.

- 11.2 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.
- 11.3 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.
- 11.4 For the purposes of Clause "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**

- 12.1 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.
- 12.2 The events referred to in Clause 12.1 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.

- 12.3 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.
- 12.4 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.
- 12.5 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**

- 13.1 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.
- 13.2 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 13.1 above shall be waived

#### **Warranties**

- 14.1 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**

- 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.
- 15.3 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**

- 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
- 16.3 Failure to comply with clause 16.2 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 30% of funding payable at the end of the project.

### **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 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**

- 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:
- 21.1.1 if delivered by hand, upon receipt
- 21.1.2 if sent by pre-paid registered post (providing it is not returned as undelivered to the sender), two (2) working days after posting.
- 21.1.3 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@cumbriapcc.gov.uk](mailto:commissioner@cumbriapcc.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

## **GUIDANCE TO HELP YOU COMPLETE YOUR APPLICATION FOR FUNDING**

### **About your group/organisation**

This purpose of this section is to provide the OPCC with relevant contact information for your organisation/group. In addition, you will be asked to identify whether your organisation/groups has the appropriate policy and procedures in place to support your project. For example, those projects working with children, young people and vulnerable adults, there is a responsibility for the group/organisation to have an up-to-date safeguarding policy and procedure in place to ensure the welfare and safeguarding of these groups.

The remaining sections are to help us understand and evaluate what it is you want to do and what you aim to achieve.

### **About your project**

#### **Description of the project**

This is your opportunity to explain in detail what the purpose of your project is, or how important additional funding is. You need to clearly define the problem you plan to tackle (this should include numeric data, statistics or other information that provides evidence of the problem or issue you want to address). You should explain why you think your project is needed, how you plan to use the funding and why you think your approach will be successful. Are you are intending to deliver your project in alternative ways due to Covid-19? Please describe what impact will your project have, who will benefit from what you plan to do (including how many people you expect to help), and if your project will reach more people than before.

**We expect all projects to be able to be delivered during the Covid-19 lockdown and recovery phase.**

### **Police and Crime Plan Objectives**

**Please tell us in your own words how your project/funding will support all or some of the objectives.**

Your project must support and the outcomes must be strongly linked to one or more of the objectives listed in the Police and Crime Plan. Describe the difference your project will

make, this is not about what you aim to do, but more about the impact your activity will have on your community. Further information about each objective is provided at page 3.

## **Evidence and Research Behind Your Project**

**Please explain why you feel you the project outlined is the best way of addressing the issue/problem?**

It is important that you can demonstrate to us why you think your project will work, or what evidence you have to support a funding request for an existing service. It is about providing us with information to help us assess how successful you are likely to be and whether your plans are realistic. For example, it will help if you can detail what existing research or evidence you have reviewed or collated in order to form the basis of your project, at a local or national level. Have you had conversations or gained any support from the Police for your project? You might provide evidence of similar projects that have gone well elsewhere or where your group has had previous success, including evidence of how successful an existing service has been in supporting individuals in need.

**Word limit: Max 500 words**

## **Delivery and Resources**

**Question: Please tell us why your group or organisation is best place to deliver this project or service**

Explain why you are the right group or organisation to deliver your project or service. This is your opportunity to tell us about your group, the people involved (staff and volunteers), their experience, and why those factors make you the best organisation to carry out the project. It is important that we understand that the activity you are being funded for is managed well and that you have sufficient resources to do this. You should also include in this section information on the type of projects and activities that your group has been involved with in the past. If you are new to delivering this type of project, tell us about the skills you have as a group and any other factors you think will help to make your project a success.

**Word limit: Max 500 words**

## **Funding Requirement**

**Question - How much funding do you require? What effect has Covid-19 had on your income and operating costs? Please provide an itemised breakdown of how you will spend your Covid-19 Community Recovery Fund grant.**

You need to demonstrate to us that the amount of funding you have applied for is based on detailed understanding of the costs involved in delivering your project. You should tell us in this section of the application how you have identified your costs, for example you may have already received a quotation for your expected expenditure or because you know from experience as with an existing service. All costs should be accounted for and itemised, with the majority relating to delivery of the project rather than management costs. **Please note that goods must not already be ordered or received, and any grant money awarded must be spent by 31<sup>st</sup> March 2021, you will need to evidence a clear plan on how you will achieve this.**

## **Supporting Funds**

**Question – Please provide details of any funding or any other resources you are using to support this project**

In this section you should detail any other grants, sponsorship, donations and financial contributions that will help to fund your project or helps to fund and existing service. It will also help if you can demonstrate to us that the funding you receive will be supplemented 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.

## **Sustainability/Exit Strategy**

**Question – Please describe how you will build resilience into the project or existing service**

This is your opportunity to tell us what you anticipate may happen after the grant funding has been used. You need to consider how sustainable your project or existing service is and what your plans are after funding ends, and how you propose to adapt to changes as a result of the Covid-19 crisis. Grants are rarely awarded on an ongoing basis; therefore you will need to describe how the project/service will be funded in the future. You may assess

that it will not be necessary to continue to fund the project beyond the funding term or as the Covid-19 restrictions are eased. Please detail why and how the beneficiaries of the project may be referred to other services or support by other means.

## **Evaluating Your Project**

**Question: Please detail what evaluation criteria you will use to judge how successful your project is**

You must provide details of how you will evidence the performance of your project. You are required to collect information and keep track of what is going on with the work you are doing so that we know what impact your activity is having on your community and the identified objectives in the Police and Crime Plan. It is essential that you understand how you will collect this information prior to the implementation of your project. How will you monitor the success of the project? Will you collect baseline data so you can see the distance travelled? Will you collect data on demographics, key triggers, well-being, offending? We will use this to monitor and evaluate your project.

**Word limit: 500 words**

**Question: Do you plan on measuring any specific milestones during your project? If so, what milestones will you be looking at and when do you plan on delivering these?**

It is essential that you understand what it is you want to achieve prior to the implementation of your project or what you are aiming to achieve with an existing service. We will use this information to monitor and evaluate your success.

**Word limit: 500 words**

## **Communications and Promotional Plans**

**Question: Please provide an outline of any communication/promotional plans you are considering to help publicise your project or how you plan to promote an existing service during the Covid-19 crisis.**

In this section you should detail how you are going to publicise your project, and your plan for promoting your scheme including any launch. This may take the form of media interviews for broadcast, online and print media such as newsletters, social media and web

updates, etc. Will you use the PCC logo in your promotions and make reference to the funders that have supported your project? Do you think there will be any opportunities available for the Commissioner to participate in, as long as adherence to the current restrictions are followed?

**Word limit: Max 300 words**