

# **Police and Crime Commissioner for Northumbria Grant Terms and Conditions for XXXXXX applying with effect 1<sup>st</sup> April 2015 to 31<sup>st</sup> March 2016**

## **1. Introduction and definitions**

### **1.1 In this Grant Agreement:**

The “Commissioner” means the Police and Crime Commissioner for Northumbria

The “Funding Period” means the financial year from 1<sup>st</sup> April 2015 to 31<sup>st</sup> March 2016

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 XXXXX

The “Grant Letter” means this letter from the Commissioner to the Recipient which sets out the supplementary information in relation to the Grant.

The “Purpose” means that detailed in Schedule 1

The “Recipient” means XXXX herewith referred to as the “Recipient”.

The “Agent” means any person or organisation appointed by the Commissioner to support delivery of the project and monitoring of the Grant.

## **2. Terms and Conditions**

### **2.1 Grant Offer**

2.1.1 Subject to the Recipient complying with the terms and conditions set out in this Grant Agreement and the Grant Letter, the Commissioner offers to pay the Grant to the Recipient as a contribution toward eligible expenditure.

2.1.2 The Recipient acknowledges that the Commissioner agrees to fund it only for the amount, the Funding Period and the Purpose specified in this Grant Agreement and Grant Letter.

### **2.2 Purpose and Extent of Grant**

2.2.1 The Recipient may not use the Grant for any activities other than the Purpose as defined in Schedule 1 (the “Project”).

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

2.3.1 The Commissioner has agreed funding up to the Grant Amount, subject to compliance by the Recipient with the terms of this Grant Agreement.

### **2.4 Timing of the Grant**

2.4.1 Payments will be paid in two payments, in accordance with Schedule 2, dependant upon receipt **by the due date** of a payment request in the form of Annex A and the

supporting monitoring information set out at Schedule 3. Failure to provide the necessary information by the due date will result in payment being delayed until the next quarter.

2.4.2 In order for any payment to be released, the Commissioner will require the Recipient to:

- a. have signed and returned a copy of this Grant Agreement to the Commissioner
- b. have provided the appropriate bank details
- c. have submitted a completed and satisfactory schedule 3 setting out the intended outcomes for the year
- d. be in compliance with the terms and conditions of this Grant Agreement

2.4.3 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.

## **2.5 Eligible Expenditure**

2.5.1 Eligible expenditure consists of payments by the Recipient for the Purpose. Eligible expenditure is net of VAT recoverable by the Recipient from HM Revenue and Customs and gross of irrecoverable VAT.

2.5.2 The Recipient shall account for all expenditure 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.

## **2.6 Managing the Grant**

2.6.1 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 representatives and any deputies.

2.6.2 The Commissioner requires the Recipient to submit in-year monitoring information as detailed in Schedule 3.

2.6.3 The Commissioner may, in addition ask the Recipient to clarify information provided to her or to any Agent. If so, the Recipient shall comply with any reasonable request.

2.6.4 An end of year financial monitoring report (also referred to as the "outturn statement") shall be submitted by the Recipient to the Commissioner before the end of April 2016. This report must:

- a. be in the format set out in Annex B
- b. be signed by the Recipient's Chief Finance Officer;
- c. have submitted a completed and satisfactory schedule 3 setting out the outcomes achieved with the grant; and

d. Contain a detailed breakdown of expenditure for the entire Funding Period.

2.6.5 The Commissioner may, in addition, ask the Recipient to provide her with forecast outturn information for the financial year end. If so, the Recipient shall comply with any reasonable request.

2.6.6 The Recipient must notify the Commissioner as soon as reasonably practicable that an underspend is forecast.

## **2.7 Records to be kept**

2.7.1 The Recipient must keep a record of all expenditure funded by the Grant, and retain all accounting records for this for a period of at least 6 years after the end of the Funding Period. Accounting records include: original invoices, receipts, minutes from meetings, accounts and any other relevant documentation.

2.7.2 The Recipients should provide:

- a. an annual, written statement, signed by the Recipient's Chief Finance Officer, of how the money was spent; and
- b. a signed undertaking that that recipient will retain such documents for the period prescribed above.

2.7.3 The funds provided under this Grant Agreement may not be used to purchase capital items.

## **2.8 Lawful conduct, equal opportunities, use of volunteers and activities funded by the Grant**

2.8.1 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).

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

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

## **2.9 Breach of Grant Conditions**

2.9.1 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 2.9.2 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.

2.9.2 The events referred to in Clause 2.9.1 are as follows:

- a) The Recipient purports to transfer or assign any rights, interests or obligations arising under this Grant Agreement without the 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 an extent which the Commissioner considers to be significant or prejudicial.

2.9.3 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.

2.9.4 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.

## **2.10 Funding Period and Termination**

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

2.10.2 The Commissioner may terminate this Agreement forthwith by serving a written notice on the Recipient if:

- a) the grant or any part of it is being used for any purpose other than the purpose set out in this Agreement;
- b) 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;
- c) 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

## **2.11 Amendments to the Grant Agreement**

2.11.1 This Grant Agreement and the Grant Letter set out the entire agreement between the parties. They replace all previous negotiations, agreements, understandings and representations between the parties, whether oral or in writing.

2.11.2 Any amendments to this Grant Agreement and/or the Grant Letter shall only be valid if they are in writing and signed by an authorised representative of both parties.

## **2.12 Freedom of Information**

2.12.1 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.

2.12.2 The Recipient agrees to assist and cooperate with the Commissioner to enable the Commissioner to comply with her obligations under the FOI Act whenever a request is made for information which relates to or arises out of this Grant Agreement.

## **2.13 Transparency**

2.13.1 The Recipient acknowledges that the Commissioner shall disclose payments made against this grant of value £25k and above, in accordance with the Government's transparency agenda.

2.13.2 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.

2.13.3 The Commissioner is required by the Elected Local Policing Bodies (Specified Information) Order 2011 to publish information as to each crime and disorder grant made by it, subject to the exemptions set out in the Order.

## **2.14 Publicity and Promotion**

2.14.1 All publicity and promotion surrounding the award of this grant and any subsequent promotions should be arranged and agreed between the Commissioner and the Recipient.

2.14.2 All promotional materials must include the Police and Crime Commissioners logo.

## **2.15 Supporting victim services in Northumbria**

2.15.1 Referrals made by Victims First Northumbria to your service or project should be prioritised to help ensure a co-ordinated service for victims of crime in Northumbria.