



# **Police and Crime Commissioner's Grant Fund**

**Grant Agreement  
2019-2020**

**DRAFT**

**Police and Crime Commissioner for Bedfordshire**

**Terms and Conditions for the Police and Crime Commissioner's Grant Fund  
applying with effect from 1 April 2019 to 31 March 2020**

THIS AGREEMENT is made on the 14<sup>th</sup> March 2019

BETWEEN

The Police and Crime Commissioner for Bedfordshire, Police Headquarters, Woburn Road, Kempston, Bedford MK43 9AX ('the Commissioner')

and

**Organisation, Address, Postcode** ('the Recipient')

**1. Introduction and definitions**

1.1 This agreement (the 'Grant Agreement') consists of 18 clauses. It is supplementary to the Grant letter (as defined below).

1.2 In this Grant agreement:

1.3 The **Commissioner** means the Police and Crime Commissioner for Bedfordshire

The **OPCC** means the Office of the Police and Crime Commissioner for Bedfordshire.

The **'Funding Period'** means the financial year from 1 April 2019 to 31 March 2020.

The **'Grant'** means the grant payable of **£XXX,XXX** to the Recipient under the terms of the Grant agreement.

The **'Grant Letter'** means the letter from the OPCC to the Recipient which sets out supplementary information in relation to the Grant.

The **'Recipient'** means the individual or organisation receiving the grant.

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## **2. Terms and Conditions**

- 2.1 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 towards eligible expenditure.
- 2.2 The Recipient acknowledges that the Commissioner agrees to fund it only for the amount, the Funding period and the purpose specified in the Grant Agreement and the Grant Letter.

## **3. 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 OPCC. Further details of the Purpose of the Grant are as defined in the submitted application received by the OPCC, (the 'Project')

3.2 Support Services provided with the Grant must include a referral service:

- (i) with which contact can be made by referring organisations or offenders (and family members);
- (ii) through which the needs of offenders and family members can be assessed;
- (iii) by which offenders and family members can be provided with relevant information and/or referred to suitable Support Services (whether or not provided or commissioned with the Grant), in accordance with their needs;
- (iv) by which offenders and family members who report crime in the Recipient's police area but who reside in a different police area can have their personal data transferred to the support arrangements in place in their area of residence; and
- (v) that complies with the Data Protection Legislation.

3.3 The Recipient must ensure that the availability and contact details of Support Services commissioned with the Grant are widely publicised in a variety of media and locations.

3.4 Whilst ensuring that effective support provision is in place for offenders and family members, the Recipient must seek efficiency and best value for money when spending the Grant. This includes consideration of options such as working in partnership with other services.

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3.5 The Recipient must ensure that all offenders and family members are able to access a complaints procedure which enables them to raise complaints and to obtain appropriate redress.

#### **4. Timing of the Grant**

4.1 The payment will be made in two instalments of equal share, if the schedule differs you will be informed in writing. The first made on return of the **Acceptance of Grant Form** at Appendix A and the submission of an invoice.

The second will be paid after submission of the:

- a) **Half Year Monitoring and Evaluation Report** and the submission of an invoice to be received by 10<sup>th</sup> October 2019
- b) **Final Evaluation Report** accompanied by an **End of Year Financial Monitoring Report**, will need completion for the end of the financial year (to be sent to the OPCC by 10 April 2020) to provide an overall conclusion of the project.

4.2 In order for payments to be released the OPCC will require the Recipient to:

- a) have signed and returned a copy of the Grant Agreement;
- b) have provided the appropriate bank details;
- c) be in compliance with the terms and conditions of this Grant agreement; and
- d) have provided an invoice addressed to the Bedfordshire Police and Crime Commissioner
- e) have completed and returned full Reports as mentioned in 5.1
- f) have completed detailed breakdown of expenditure in delivering the Support Service

4.3 Reporting schedule agreed is .....

- a) Monthly Monitoring Reporting – to be sent by **10<sup>th</sup> of each Month**
- b) Quarterly Monitoring Reporting – Q1 due on **10<sup>th</sup> July 2019** Q2 **10<sup>th</sup> October 2019** Q3 **10<sup>th</sup> January 2020** Q4 **10<sup>th</sup> April 2020**
- c) Half Yearly Monitoring Reporting – **10<sup>th</sup> October 2019 and 10<sup>th</sup> April 2020**
- d) End of Year Monitoring Reporting – **10<sup>th</sup> April 2020**

4.4 The OPCC reserves the right to withhold any payments of the Grant if the OPCC has reasonably requested information/documentation from the Recipient and this has not been received by the OPCC in the timescales reasonably required.

4.4 The OPCC is not permitted to pay the Grant in advance of need. If the OPCC reasonably believes that payment is being made in advance of need, it may change the timing and/or the amount of outstanding Grant payments.

4.5

## **5. 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 and 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.

5.4 If any capital asset costing more than £1,000 is purchased with the Grant, the asset must not be sold or otherwise disposed of within five years of purchase without the Authority's prior written consent. If required to do so by the Authority, the Recipient must repay to the Authority all or part of any proceeds of any disposal or sale.

5.5 The Recipient must maintain a register of any capital assets purchased with the Grant. This register must record, as a minimum: (a) the date the item was purchased; (b) the price paid; and (c) the date of disposal (in due course).

5.6 The Recipient must ensure that there is no attempt to raise a mortgage or other charge on assets purchased with the Grant without the prior written approval of the Authority.

## **6. 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 OPCC may ask the Recipient to clarify information provided to it. If so, the Recipient shall comply with any reasonable request.

- 6.3 The Recipient must notify the OPCC as soon as reasonably practicable that an underspend is forecast. Any underspend of Grant funds cannot be carried over to the following financial year unless by agreement of the PCC.
- 6.4 If an overpayment of the Grant has been made, then the Recipient will notify the OPCC as soon as possible and return the overpayment to the OPCC. The Commissioner reserves the right to take legal action to recover the overpayment and costs. .
- 6.5 The Recipient may not transfer funds between this Grant and other grants made to it.
- 6.6 The Recipient's Treasurer, 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 Treasurer, 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. 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 for a period of six years after the end of the Funding Period. Accounting records include: original invoices, receipts, minutes from meetings, accounts, deeds, and any form of 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 the documentation, the recipient should obtain from the partner(s):
- a) an annual, written statement, signed by the partner's treasurer, of how much money was spend; and
  - b) a signed undertaking that the partner will retain such documents for the period prescribed above.
- 7.3 Where funds provided under this Grant agreement are spent on capital items, the Recipient must:
- a) Maintain an asset register of such capital assets. The register shall record as a minimum (i) the date the item was purchased, (ii) the price paid and (iii) the date of disposal.
  - b) Provide proof of insurance coverage for the useful life of the relevant capital asset
  - c) Make the capital assets available for inspection
- 7.4 The OPCC may require the Recipient to:

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- a) seek approval prior to disposal of any of the capital assets; and
- b) return proceeds from sale of any capital assets to the OPCC

7.5 Assets purchased using the Grant will be the property of the Recipient. The threshold for capitalisation is to be set by the Recipient to ensure it is consistent with the Recipient's own accounting policies.

### **8. Working in Partnership**

8.1 The OPCC expects the recipient to collaborate with other service providers, the OPCC and Bedfordshire Police and therefore requires the recipient to:

- a) show how it has worked with Direction (if applicable) in each quarter ( no. of referrals from the hub /no of referrals to the hub training sessions delivered to the hub )
- b) promote their services to the public and provide contact details to Direction
- c) A half-day session training with regard to the work of their organisation for the Direction hub ( whichever is applicable ) and a half-day for the specialist teams in their specific work area ( no. of hub staff or police or partners attending the training session )
- d) Be willing to provide one good news story per quarter of work they have done that they feel positive about (however small)
- e) Attend the partnership day on 10<sup>th</sup> December 2019
- f) Attend as per the 'successful letter' the information session in March 2019
- g) Display the provided signage/ sticker that shows the PCC funds the project unless your location is covert.

### **9. Breach of Grant Conditions**

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 10 occur, then the OPCC 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.

9.2 The events referred to in Clause 10.1 are as follow:

- 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 OPCC;

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- b) Any information provided in the application for the Grant (or in a claim for payment) or in any subsequent correspondence including monitoring returns if found to be incorrect or incomplete to an extent which the OPCC 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 Authority considers to be significant or prejudicial.

9.3 It is hoped that most difficulties encountered by the Recipient can be overcome with the advice and support of the OPCC. In the event that it becomes necessary to take steps to enforce the terms and conditions of this Grant Agreement, the OPCC will write to the Recipient giving particulars of its concern or of any breach of a term or condition to the Grant.

9.4 The Recipient must act within 30 days (or earlier, depending on the severity of the problem) to address the OPCC's concern or rectify the breach, and may consult the OPCC or agree with it an action plan for resolving the problem. If the OPCC 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.

9.5 On termination of this Grant Agreement for any reason, the Recipient must as soon as reasonably practicable return to the OPCC any assets or property or any unused funds (unless the OPCC gives its written consent to their retention) then in its possession in connection with this Grant Agreement.

9.6 The Commissioner reserves the right to take legal action in the interests of the public.

## **10. Indemnity**

10.1 The Commissioner accepts no liability to the Recipient or 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.

10.2 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.

## **11. Termination and Funding Period**



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

11.2 The Commissioner may terminate this Grant Agreement forthwith by serving a written notice on the Recipient if the commissioner considers that:

a) The Grant or any part of the Grant has been used for any purpose other than the Purposes of the Grant;

b) The Recipient, or any member of the Recipient's staff, has been involved in any illegal activity or improper act in its administration;

c) The Recipient has failed to remedy any breach of this Grant Agreement within the deadline stipulated by the Authority.

11.3 Any termination of this Grant Agreement shall be without prejudice to any other rights or remedies of the parties under this Grant Agreement or at law and will not affect any accrued rights or liabilities of the parties as at the date of termination.

11.4 On termination of this Grant Agreement for any reason, the Recipient must, as soon as reasonably practicable and in any event within 30 days, return to the Commissioner any unused balance of the Grant, and deliver to the Commissioner any assets or property purchased with the Grant which remain in the Recipient's possession or under the Recipient's control (unless the Commissioner gives written consent to their retention).

## **12. Amendments to the Grant Agreement**

12.1 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.

12.2 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.

## **13. Monitoring and Evaluation of the Grant**

### 13.1 Audit and Inspection

a) The Recipient, without charge, will permit the Commissioner or any officers of the OPCC, external auditing bodies (i.e. National Audit Office or Audit Commission) or their nominees, to visit its premises and/or inspect any of its activities related to the provision of the Grant.

b) The Recipient, without charge, will permit the Commissioner or any officers of the OPCC, external auditing bodies (i.e. National Audit Office or Audit Commission) or their nominees to examine and take copies of the Recipient's books of account and such other documents or records as in such officer's view may

relate to the use of the Grant. In addition, examinations may be carried out into the economy, efficiency and effectiveness with which the Grant has been used.

- c) The OPCC shall endeavour, but is not obliged, to provide due notice of its intent to conduct an audit.
- d) The value and the Purposes of the Grant must be identified separately in the Recipient's audited accounts (or the notes thereto).
- e) If required to do so by the Authority, the Recipient must provide the Authority with a copy of its audited accounts within 14 days.

### 13.2 Performance Monitoring

The Recipient must provide the OPCC with the details listed in the grant agreement letter and outcome monitoring form as per Clause 4

Performance Monitoring Visits may be carried out by the Commissioner or their representatives. In order to prepare for this visit, you will be sent a letter in advance to specify the information that you will need to supply. Generally, these will report on:

- Progress toward the aims and objectives of the service
- Achievements of milestones with reasons for any delay
- Achievements of outputs
- Publicity undertaken
- Any material changes to the project
- Analysis of the project experience to date

## **14. Retention of Information Records**

14.1 The Commissioner or representative may wish to visit the Managing Organisation in order to check information contained within the various monitoring and evaluation reports submitted by the project throughout its life. Please ensure that you retain all records of information used to complete your monitoring and evaluation reports and provide access to this information if requested to do so by the Commissioner. You should retain all records for a period of six years from the date of financial completion of your project.

## **15 Forms in Use with this Grant Agreement**

### **15. Forms in Use with this Grant Agreement**

#### **15.1 Monitoring Form**

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The Recipient is being provided with **Monitoring Form** to be submitted as agreed in Clause 4. Within the document the OPCC have included all agreed Outcomes, Core Budgets and Expenditure.

15.2 Half Year Monitoring Form - To be completed and sent by **10<sup>th</sup> October 2019**

15.3 End of Year Report - To be completed and sent by **10<sup>th</sup> April 2020**

## **16 .The Freedom of Information Act 2000**

- 16.1 The **Commissioner** is a public authority to which the Freedom of Information Act 2000, The Environmental Information Regulations 2004 and the Code of Practice on Access to Government Information (2nd edition) applies. The **Commissioner** is obliged to consider written requests for information from members of the public and must disclose the requested information unless an exemption is available under the Act or Regulations. In response to a request for information (including information provided by **Recipients** in the course of this grant exercise), the **Commissioner** may be required to confirm or deny they hold information and communicate the information to the applicant.
- 16.2 The **Commissioner** must respond to requests for information by the 20th working day after the request is received and, whilst the **Commissioner** may consult with you (but will not necessarily do so) about specific requests, any such consultation will have to be completed within a very short timescale. Accordingly, **Recipients** must consider whether any of the information supplied (or relating to the Recipient) in this grant exercise falls within one or more of the exemptions contained in Part II of the Freedom of Information Act 2000. If you do consider any such exemption to exist, then the Recipient must set out for **Commissioner** in detail, at the earliest opportunity (preferably when providing the information) the particular information to which any exemption applies and the specific grounds for contending that the exemption exists.
- 16.3 The **Recipient** must provide the **Commissioner** with all reasonable assistance and co-operation to enable it to comply with any requests for information received under the Freedom of Information Act 2000 within the prescribed time limits.
- 16.4 The **Recipient** must take any necessary legal advice in relation to the operation of the Freedom of Information Act 2000 at the earliest opportunity.
- 16.5 No liability shall arise on the part of the **Commissioner** in respect of the disclosure of any information by it in proper compliance with the Freedom of Information Act 2000.

## **17. General Data Protection Regulation (GDPR) Privacy Policy**

- 17.1 The Bedfordshire OPCC GDPR Privacy Policy has been sent with this grant agreement. This privacy policy explains how we use any personal information we collect about you and your organisation when you work with the OPCC,

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when you enter into a contract with the OPCC or provide us with your personal information for the purposes of an event or activity. The Compliance Officer for the OPCC will be in contact with your organisation about your own GDPR mitigations so ensuring we have view of your policies in this area is essential.

**18. The Recipient, by signing below, affirms that they have read, understand, accept and agree to comply with this Grant Agreement.**

This GRANT AGREEMENT has been signed by:

**Date:**

**Police and Crime Commissioner for Bedfordshire:**

**Date:**

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