

# Police and Crime Commissioner Grant Agreement Terms & Conditions



## Introduction

1. This document sets out the Police and Crime Commissioner's ('Commissioner's') general Terms and Conditions of funding. You (as the 'Recipient') agree to these Terms & Conditions when submitting a Funding Proposal form to the Office of the Police and Crime Commissioner ('OPCC').
2. Other specific terms and conditions may be added by the Commissioner. These will need to be agreed prior to commencement of the funded activities.
3. In the event of a grant award being made by the Commissioner, the Funding Proposal form, general and specific Terms & Conditions and notification of grant award letter will form a binding agreement.
4. The decisions made by the Commissioner in awarding grants and in operating his funds are final and there is no appeals process.

## Purpose of the Grant

5. The Recipient must use the grant only for the purposes agreed with the OPCC, as stated within the Funding Proposal form. The Recipient must identify in the Funding Proposal form (Section 2) how the stated purpose will contribute to the Commissioner's outcomes as set out in the Police and Crime Plan.
6. All funded activities and expenditure **must be completed one year from the date of the grant award letter.**
7. The funds provided under these Terms & Conditions may not be used to purchase capital items.
8. The funds provided under these Terms & Conditions may not be used to support or promote religious activity. This will not include inter-faith activity.

## Changes to the Project

9. The Recipient must inform the OPCC in writing immediately if there is a change of Project Manager, or of anything else that may affect the delivery of the project, including the use to be made of the grant. Amendments to the project specification or use of the grant must be authorised by the Commissioner.

## Procurement Procedures

10. The Commissioner will enter into a grant agreement, and make payments to, the Recipient body, and not directly to a service provider.
11. 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.
12. If the Recipient follows a single quotation/tender procedure because there are exceptional circumstances, it must document, retain and provide its justification for proceeding on that basis, and such justification must be capable of being robustly defended. This situation may arise, for example, where it can be demonstrated that:
  - a) the requirement can be met only by one specialist organisation; or
  - b) the requirement can be met only by a single available entity with extremely niche skills; or
  - c) there are simply no alternative sources of supply.

### Managing the Grant / Performance Monitoring

13. The Recipient shall be responsible for maintaining and submitting monitoring information to the OPCC at agreed milestones. Failure to submit monitoring information could lead to the withdrawal, non-payment, reduction or suspension of grant funding. Monitoring information will be submitted by the Recipient by the following dates:

Quarter	Period	Monitoring information to be returned by

14. The Recipient will provide monitoring information in the format determined by the Commissioner.

15. A Financial Monitoring Officer will be nominated by the Recipient who will independently verify in writing that the monitoring information provided by the Recipient in the monitoring form represents a true and fair declaration based on the documentation they have been provided with.

16. The OPCC may ask the Recipient to clarify information it has provided, or the OPCC may request further information to evidence the delivery of the project, (which could include a case study or studies. If so, the Recipient must comply with any request made.

17. The OPCC may ask the Recipient to provide a forecasted out-turn for the financial year end. If so, the Recipient must comply with any request made. Any underspend of grant must be returned to the Commissioner as soon as possible.

### Payment of the Grant

18. The Recipient must not receive any funding from other sources in respect of those items detailed in the Funding Proposal form; this would constitute 'double funding'. Details of any match funding or resources should be provided in the Funding Proposal form (section 15).

19. Payment of the grant will be made following satisfactory receipt and assessment of the Funding Proposal. The Recipient will be asked to raise an invoice quoting a unique purchase order number to claim the total funding. Payment will not be progressed where information is outstanding from the previous financial year.

20. The Recipient shall account for the grant funding on an accrual 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.

### Eligible Expenditure

21. 'Eligible expenditure' consists of payments by the Recipient for the purpose stated within the Funding Proposal form. Eligible expenditure is net of VAT recoverable by the Recipient from HM Revenue & Customs and gross of irrecoverable VAT.

22. The following costs are not 'Eligible Expenditure':

- a) payments that support activity intended to influence or attempt to influence Parliament, government or political parties (including activity intended to influence legislative or regulatory action); or
- b) payments intended to influence the awarding or renewal of contracts and grants.

23. The Recipient shall not commit the Commissioner, to funding any expenditure beyond the agreed funding period (e.g. by entering into leasing arrangements, contracts or insurance policies).

24. Where the grant is not fully spent, any unspent balance must be returned to the Commissioner by BACS or cheque made payable to **'The Police and Crime Commissioner for South Yorkshire'**.

## **Assets**

25. The title and ownership of all assets chattel and equipment procured through the use of grant shall remain the property of the Commissioner, and shall be clearly identified and marked as such.
26. An up-to-date and accurate asset inventory will be provided by the Recipient to the OPCC for any items purchased with grant with a value exceeding £1,000 for inclusion within its Asset Register.
27. Unless written permission is provided by the Commissioner, the Recipient shall not dispose of the Commissioner's asset, chattel or equipment. Where possible, the Commissioner will endeavour to recycle equipment, or arrange for equipment to be used for other projects of a similar cause.

## **Document Retention**

28. The Recipient must keep a record of expenditure funded partly or wholly by the grant, and must retain all accounting records relating to the grant for a period of 7 years after the end of the funding period. Accounting records will include original invoices, receipts, minutes from meetings, accounts, timesheets (showing hours worked) and any other relevant documentation, in writing or in electronic form.

## **Audit and Inspection**

29. The Commissioner's appointed auditors and external bodies, and OPCC officers, shall have reasonable rights of access to information and persons of the Recipient body to ensure:
  - a) the Recipient body's internal control arrangements are sound; and
  - b) payments can be accounted for, fall within the scope of the project and are confirmed to be adequate and correct; and
  - c) the Commissioner's financial interests are protected.

## **Safeguarding and other Legal Compliance**

30. The Commissioner requires Recipients that work with children and young people to have suitable safeguarding and welfare promotion procedures in place. All individuals working with children and young people must be DBS checked. It is the Recipient's responsibility to ensure that these checks are completed evidence should be provided to the Commissioner upon request.
31. It is the Recipient's responsibility to comply with its legal obligations not explicitly mentioned in the Commissioner's Terms & Conditions – e.g. equality legislation, taxation rules, etc.

## **Publicity**

32. All publicity relating to the project should be shared with the Commissioner's Communications Team prior to release.
33. The Recipient can acknowledge the Commissioner's grant for an initiative through the use of the Commissioner's logo in promotional activities/material/website, provided the Recipient notifies the OPCC in advance and obtains prior approval.
34. The Commissioner will be notified of, and invited to, any events relating to the initiative subject to grant funding, and the Recipient will participate in any promotion by the Commissioner. This may include site visits.

## Freedom of Information & Transparency

35. Where applicable, the Recipient and Commissioner are required to comply with the Freedom of Information Act (FOI Act) 2000, the General Data Protection Regulation 2018 and any further guidance issued by the Information Commissioner.
36. The Commissioner shall disclose on his website details of this grant, including the name of the Recipient and level of grant, and the grant and may be referred to in the press and in public. No information will be disclosed if such disclosure would be in breach of the General Data Protection Regulation, or is exempted from disclosure under the FOI Act. Furthermore information can be found within the Records Retention and Disposal Policy.

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## Breach and Termination

37. Failure to comply with any of the general or specific terms and conditions may result in the Commissioner reducing, suspending, or withholding payments, or may result in requiring all or part of the grant to be repaid. The Recipient must repay any amount required under this condition within 30 days of the date that the repayment is requested. Expenditure will be returned by BACS or cheque made payable to **'The Police and Crime Commissioner for South Yorkshire'**.
38. The Commissioner may terminate this agreement immediately by serving written notice on the Recipient if:
  - a) the grant or any part of the grant is being used for any other purpose to the purpose stated in the Funding Proposal form; or
  - b) the Recipient has been involved in illegal activity or improper act, or is in administration; or
  - c) it is discovered that the Recipient has been involved, or is involved, in activity that is likely to bring the Commissioner or the OPCC into disrepute.
39. Where the issuance of legal proceedings is necessary for the recovery of monies, interest will be claimed at base rate plus 8%, pursuant to the Late Payment of Commercial Debts (Interest) Act 1998.