



## **Grant Agreement**

Between

The Police and Crime Commissioner for South Yorkshire

And

XXXXXXXXXXXX

REF: XX.XX

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## 1. General Terms & Conditions

### 1.1. Introduction

- 1.1.1. This section 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 returning the signed grant agreement or submitting a Funding Proposal form to the Office of the Police and Crime Commissioner ('OPCC').
- 1.1.2. Other specific terms and conditions may be added by the Commissioner and will be set out in section two - Special Conditions. These will need to be agreed prior to commencement of the funded activities.
- 1.1.3. In the event of a grant award being made by the Commissioner, the Grant Purpose Document/Funding Proposal form/Grant Application, General and Special Terms & Conditions, grant award letter, payment schedule and monitoring schedule will form a binding agreement.
- 1.1.4. The decisions made by the Commissioner in awarding grants and in operating his funds are final and there is no appeal process.

### 1.2. Purpose of the Grant

- 1.2.1. All funded activities and expenditure must be completed **by xx**.
- 1.2.2. The funds provided under these Terms & Conditions may not be used to purchase capital items. This includes land, buildings, assets, chattels and equipment (without written agreement from the Commissioner).
- 1.2.3. The funds provided under these Terms & Conditions may not be used to support or promote political or religious activity. This will not include inter-faith activity.

### 1.3. Changes to the Initiative or Activity

- 1.3.1. The Recipient must inform the Commissioner's grant manager in writing immediately if there is a change of Project Manager, or of anything else that may affect the delivery of the initiative or activity.
- 1.3.2. Amendments to the initiative or activity specification or use of the grant must be authorised by the Commissioner. Any changes made without

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authorisation may be classed as 'Ineligible Expenditure' as defined at section 1.7.2.

#### 1.4. Procurement Procedures

- 1.4.1. The Commissioner will enter into a grant agreement with, and make payments to, the Recipient body, and not directly with and to a service provider.
- 1.4.2. 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. The Recipient should obtain three quotes when procuring supplies and/or services and provide evidence of the quotes together with a rationale for the resulting selection if requested by the Commissioner.
- 1.4.3. 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. Such justification must be capable of being robustly defended. This situation may arise, for example, where it can be demonstrated that:
  - 1.4.3.1. the requirement can be met only by one specialist organisation; or
  - 1.4.3.2. the requirement can be met only by a single available entity with extremely niche skills; or
  - 1.4.3.3. there are simply no alternative sources of supply.

#### 1.5. Managing the Grant / Performance Monitoring

- 1.5.1. The Recipient shall be responsible for maintaining and submitting monitoring information to the Commissioner at agreed milestones (see section six). Failure to submit monitoring information could lead to the withdrawal, non-payment, reduction, suspension, or recovery of grant funding.
- 1.5.2. The Recipient will provide monitoring information in the format determined by the Commissioner.
- 1.5.3. A Financial Monitoring Officer will be nominated by the Recipient to sign the monitoring return, verifying that the monitoring/expenditure information provided by the Recipient represents a true and fair declaration based on the documentation they have been provided with.

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- 1.5.4. The Commissioner may ask the Recipient to clarify information it has provided or may request further information to evidence the delivery of the initiative or activity (which could include a case study or studies). If so, the Recipient must comply with any request made.
- 1.5.5. The Commissioner may ask the Recipient to provide a forecasted out-turn position statement for the financial year end. If so, the Recipient must comply with any request made. Any underspend of grant paid in advance must be returned to the Commissioner as soon as possible.

## 1.6. Payment of the Grant

- 1.6.1. 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 other funders, match funding or resources should be provided in the Grant Purpose Document/Funding Proposal form/Grant Application.
- 1.6.2. Payment of the grant will be made as per section five - payment schedule.
- 1.6.3. Payment will not be progressed where Recipient action or information is outstanding from the previous financial year.
- 1.6.4. 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.

## 1.7. Eligible Expenditure

- 1.7.1. 'Eligible expenditure' consists of payments by the Recipient for the purpose stated within the Grant Purpose Document/Funding Proposal form/Grant Application. Eligible expenditure is net of VAT recoverable by the Recipient from HM Revenue & Customs and gross of irrecoverable VAT.
- 1.7.2. The following costs are not 'Eligible Expenditure' and are therefore classed as 'Ineligible Expenditure':
  - 1.7.2.1. 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
  - 1.7.2.2. payments intended to influence the awarding or renewal of contracts and grants.

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1.7.2.3. any expenditure related to the initiative or activity specification or use of the grant that has not been authorised by the Commissioner.

1.7.3. 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).

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

## 1.8. Assets

1.8.1. The title and ownership of all assets, chattels and equipment procured using the grant shall remain the property of the Commissioner for a period of two years following the end of the grant period. They shall be clearly identified and marked as such.

1.8.2. An up-to-date and accurate asset inventory will be provided by the Recipient to the Commissioner for any items purchased with grant with a value exceeding £1,000 for inclusion within its Asset Register.

1.8.3. For a period of two years following the end of the grant period, unless written permission is provided by the Commissioner, the Recipient shall not dispose of any Commissioner assets, chattel, or equipment. Where possible, the Commissioner will endeavour to recycle equipment, or arrange for equipment to be used for other initiatives or activities of a similar cause.

## 1.9. Document Retention

1.9.1. 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.

## 1.10. Audit and Inspection

1.10.1. 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:

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- 1.10.1.1. the Recipient body's internal governance, risk and control arrangements are sound; and
- 1.10.1.2. payments can be accounted for, fall within the scope of the initiative or activity, and are confirmed to be adequate and correct; and
- 1.10.1.3. the Commissioner's financial interests are protected.

#### 1.11. Insurances, Safeguarding and other Legal Compliance

- 1.11.1. The Recipient must take out and maintain insurance that is adequate to indemnify the Commissioner, cover the activity and any associated risks set out in the agreement. This should include professional indemnity insurance, public liability insurance and employer liability insurance as required. Any other insurance required will be set out in the Special Terms and Conditions at Section 2. Evidence of cover shall be provided to the Commissioner where requested.
- 1.11.2. The Commissioner requires, where a Recipient works with children, young people and/or vulnerable adults, that the Recipient has suitable safeguarding and welfare promotion policies and procedures in place. All individuals working with children, young people and/or vulnerable adults must be DBS checked. It is the Recipient's responsibility to ensure that these checks are completed. Copies of policies and/or DBS certificates should be provided as evidence to the Commissioner where requested.
- 1.11.3. 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.

#### 1.12. Publicity

- 1.12.1. All publicity relating to the activity or initiative should be shared with the Commissioner's Grant Manager and the Commissioner's Communications and Engagement Team prior to release.
- 1.12.2. The Recipient can acknowledge the Commissioner's grant for an activity or initiative using the Commissioner's logo in promotional activities/material/website, provided the Recipient notifies the Commissioner in advance and obtains prior approval.
- 1.12.3. The Commissioner will be notified of, and invited to, any events relating to the activity or initiative subject to grant funding, and the Recipient will

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participate in any promotion by the Commissioner. This may include site visits.

- 1.12.4. Any reports or academic papers including dissertation, essay or thesis created by the Recipient from the initiative or activity will be the intellectual property of the Commissioner. Requests to circulate any reports wider than the Commissioner must be made in writing.

#### 1.13. Freedom of Information, General Data Protection Regulation 2018 & Transparency

- 1.13.1. Where applicable, the Recipient and Commissioner are required to comply with the Freedom of Information Act (FOI Act) 2000, the Data Protection Act 2018, the General Data Protection Regulation 2018 (GDPR) (collectively referred to in this section as 'the legal framework') and any guidance issued by the Information Commissioner.

- 1.13.2. The Recipient must process personal data in accordance with the legal framework.

- 1.13.3. The Commissioner shall disclose on his website details of this grant, including the name of the Recipient and level of grant, and the grant may be referred to in the press and in public. No information will be disclosed if such disclosure would be unlawful in accordance with the legal framework – e.g. in breach of the GDPR or is exempted from disclosure under the FOI Act. Further information can be found within the Commissioner's Records Retention and Disposal Policy.

<https://southyorkshire-pcc.gov.uk/app/uploads/2019/01/Records-Retention-and-Disposal-Policy.pdf>

#### 1.14. Breach and Termination

- 1.14.1. Failure to comply with any of the General or Special 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 should be returned by BACS or cheque made payable to 'The Police and Crime Commissioner for South Yorkshire'.

- 1.14.2. The Commissioner may terminate this agreement immediately by serving written notice on the Recipient if:

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- 1.14.2.1. the grant or any part of the grant is being used for any other purpose to the purpose stated in the Grant Purpose Document/Funding Proposal form//Grant Application; or
  - 1.14.2.2. the Recipient has been involved in illegal activity or improper act, or is in administration; or
  - 1.14.2.3. 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.
- 1.14.3. The recipient has a continuing obligation to disclose to the Commissioner's Grant Manager any information it is aware of, or becomes aware of, that pertains to 1.14.2.1, 1.14.2.2 or 1.14.2.3 as soon as such information is known.
- 1.14.4. 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.

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## 2. Special Conditions

<to be completed as required>

1. A number of Safeguarding Policies will be reviewed by South Yorkshire Police (SYP) as part of due diligence activity. Should the recipient be selected as part of this process, any issues or areas for development identified in the Safeguarding Policy by SYP, are agreed to be actioned in full.
2. The Recipient will attend the Community (POCA) Launch Event and any future workshops/meetings arranged by the PCC's Office. Dates and times will be communicated and confirmed via email.

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### 3. Acceptance of Grant

<to be completed>, the Recipient, accepts the offer of the Grant contained in this Grant Agreement and agrees to comply with all terms and conditions of the Grant on which the offer is made.

#### Bank details for Grant payment

Bank name:	
Branch name:	
Sort code:	
Account name:	
Account number:	
Address:	
Post code:	

#### On behalf of the Recipient:

Signature:	
Name:	
Date:	
Position:	

#### Senior Finance Officer

Signature:	
Name:	
Date:	
Position:	

#### Signed on behalf of the Police and Crime Commissioner for South Yorkshire:

Signature:	
Name:	
Date:	
Position:	

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#### 4. Grant Award Letter

<to added specific to each grant>

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## 5. Grant Purpose/Bidders Proposal

<to be inserted specific to each grant>

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## 6. Payment Schedule

Payment will be made by way of 3 instalments, as detailed in the table below.

In order to receive payment, the grant recipient must be registered as a supplier with South Yorkshire Police. The organisation's bank details must be provided at Section 3 of the Grant Agreement to facilitate this.

Where an organisation is not a pre-existing supplier with South Yorkshire Police, the project lead will receive either a new supplier or reactivation form. The form should be completed and returned to the email addresses specified as soon as possible.

Please note, the OPCC is unable to make payment unless the supplier registration process has been completed.

<b>Instalment</b>	<b>Requirement</b>	<b>Amount</b>
Initial (50%)	Receipt of the completed Grant Agreement inclusive of Bank Details at Section 3.	x
Mid-point (25%)	Receipt and satisfactory assessment of the mid-point monitoring report and proof of expenditure.	x
Final (25%)	Receipt and satisfactory assessment of the final project monitoring report and proof of expenditure.	x

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## 7. Monitoring Schedule

The recipient will prepare and submit mid-point and final monitoring reports.

Monitoring information will be required as set out below and additional information may be requested during the funding period.

Monitoring Period	Reporting Period	Deadline
Mid-point:		
Final:		

Monitoring information will be provided using the PCC's monitoring form unless otherwise agreed.

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