

**DERBYSHIRE POLICE AND CRIME PANEL**

**19<sup>th</sup> November 2020**

**Report of the Director of Legal & Democratic Services of Derbyshire  
County Council**

**ANNUAL REPORT OF THE DERBYSHIRE POLICE AND CRIME PANEL**

**1. Purpose of the Report**

To consider the proposed Annual Report of work undertaken by the Panel which is attached to this report at Appendix 1 and to request that the Panel considers the process for the future publication of an Annual Report.

**2. Information and Analysis**

As the Panel is aware, Derbyshire County Council was provided with a grant for 1<sup>st</sup> April 2019 to 31<sup>st</sup> March 2020 of up to £67,100 as the host authority in respect of the Derbyshire Police and Crime Panel. Payment of the Grant was subject to the standard terms and conditions of the Grant Agreement, which, together with the letter confirming the award, is attached at Appendix 2.

The Grant Agreement stipulates at paragraph 3.1 of Schedule 3 that the Critical Success Factors to be monitored and reported on are:

- a) the number of public meetings held;
- b) scrutiny documents and publications produced, including the Panel's annual report;
- c) engagement with the work of the Panel by members of the public and the Police and Crime Commissioner for Derbyshire Constabulary.

To demonstrate that the Panel has met the Critical Success Factors for the year 2019 to 2020, a report of the work undertaken by the Panel for the municipal year of May 2019 to May 2020 is attached at Appendix 1.

The current Grant Agreement for the year 2020 – 2021 is attached at Appendix 3. At paragraph 3.1 of Schedule 3, the Agreement now refers to Key Performance Indicators rather than Critical Success Factors. It specifies that the Key Performance Indicators to be monitored and reported on to the Home Office in justifying entitlement to the grant are:

- a. the number of public meetings held,
- b. scrutiny documents and publications produced, including the Panel's annual report,

- c. engagement with the work of the Panel by members of the public and the Police and Crime Commissioner for Derbyshire Constabulary.

The Panel will note that these again include the provision of an Annual Report. The production of such a report may also be considered as being best practice and contribute towards engagement with the public.

Therefore, for future years, the Panel may consider that it would be appropriate complete an Annual Report to support the Key Performance Indicators, and may also consider that it would be appropriate for members of the Panel to be involved in the production of that report. Therefore, the Panel may wish to convene a working group to consider the format, framework and content for a future annual report for the year 2020 to 2021.

### **3. Legal Considerations**

The functions and responsibilities of police and crime panels are set out in the Police Reform and Social Responsibility Act 2011 and are to scrutinise the actions and decision of police and crime commissioners and provide support and challenge to the commissioners in exercise of their functions. Panels focus their attention on key strategic actions and decisions taken by the commissioner, including whether they have achieved the objectives set out in their police and crime plan, considered the relevant priorities of their community safety partners and consulted appropriately with the public.

The grant is paid in exercise of the power conferred upon the Secretary of State for the Home Department under section 31 of the Local Government Act 2003 to provide financial support to a local authority in England and Wales.

In order to receive the grant, the host authority must agree to the terms of the Grant Agreement and provide the information stipulated within the Agreement to enable the Home Office to monitor performance.

### **4. Other Considerations**

In preparing this report the relevance of the following factors has been considered: financial, prevention of crime and disorder, equality and diversity, human resources, environmental, health and transport considerations.

### **5. Background Papers**

File held by the Director of Legal and Democratic Services and Monitoring Officer for Derbyshire County Council.

## **6. Officer's Recommendations**

That the Panel determines whether:

1. to agree the attached Annual Report at Appendix 1 to demonstrate that the Panel has met the Critical Success Factors for the year 2019 to 2020;
2. to produce an Annual Report for the year 2020 to 2021 to provide in response to the Key Performance Indicators as specified in the Grant Agreement for the period of 1<sup>st</sup> April 2020 to 31<sup>st</sup> March 2021;
3. to establish a working group to produce the Annual Report for this municipal year (ie 2020 to 2021).

**SIMON HOBBS  
DIRECTOR OF LEGAL SERVICES AND MONITORING OFFICER  
FOR DERBYSHIRE COUNTY COUNCIL**

**DERBYSHIRE POLICE AND CRIME PANEL**

**ANNUAL REPORT FOR THE MUNICIPAL YEAR 2019 TO 2020**

**Membership**

The membership of the Derbyshire Police and Crime Panel is made up of elected members from each of the Councils in the Police Force area of Derbyshire, including Derby City. Each authority nominates a member to sit on the Panel. Panels are also able to co-opt additional councillor members to ensure that the political balance of the whole area is reflected and must appoint at least two independent members. The Panel must ensure that the membership has appropriate skills, knowledge and experience in order to properly exercise the functions of the Panel.

The Panel elects the Chair and Vice-Chair at its Annual Meeting in June each year. The membership of the Panel for 2019-20 was:

Cllr Carol Hart – Derbyshire County Council, Chair (Conservative)

Mrs Vicky Newbury, Vice Chair (Independent Member)

Cllr Ged Potter – Derby City Council (Conservative)

Cllr Fay Atkinson – Amber Valley Borough Council (Labour)

Cllr Sandra Peake – Bolsover District Council (Labour)

Cllr Jill Mannion - Brunt – Chesterfield Borough Council (Labour)

Cllr Richard Bright – Derbyshire Dales District Council (Conservative)

Cllr Gerri Hickton – Erewash Borough Council (Conservative)

Cllr Alan Barrow – High Peak Borough Council (Labour)

Cllr Maureen Potts – North East Derbyshire District Council (Conservative)

Cllr Amy Wheelton – South Derbyshire District Council (Conservative)

Dr Stephen Handsley – Independent Member

**Co-optees**

Cllr Paul Pegg – Derby City Council (Labour)

Cllr John Frudd – Erewash Borough Council (Labour)  
Cllr Becki Woods – Derbyshire County Council (Labour)  
Cllr Jonathan Smale – Derby City Council (Conservative)  
Cllr Robert Mee – Erewash Borough Council (Liberal Democrat)  
Cllr Paul Niblock – Chesterfield Borough Council (Liberal Democrat)  
Cllr Mick Bagshaw - Chesterfield Borough Council (Independent)

Following notification from the constituent Authorities, there was a change in membership for the January 2020 meeting with Councillors Hickton and Wheelton being replaced by :

Cllr Val Clare – Erewash Borough Council (Conservative)  
Cllr Julie Patten – South Derbyshire District Council (Conservative)

The host authority for the Panel is Derbyshire County Council. Meetings are held in public and usually at County Hall, Matlock.

### **Schedule of Meetings**

The Panel met four times during the 2019-2020 municipal year in June, September and November 2019 and January 2020.

The meeting scheduled for May 2019 was cancelled due to local elections taking place. The meeting scheduled for March 2020 was cancelled as a result of the covid-19 pandemic. This meeting was scheduled to take place around the beginning of the first national lockdown and was cancelled as the meeting could not be facilitated safely. Since the implementation of the Coronavirus Act 2020 which enables meetings to place virtually work has been undertaken to ensure that meetings can take place on-line.

### **Work undertaken**

The PCC attended each meeting. For meetings in September and November, the Panel requested the PCC respond to a challenge topic. He was asked to submit a report on an area which the Panel wished to consider in detail and was asked questions by the Panel.

In September, the challenge topic was consideration of the Rural Crime Team. In particular, the Panel wanted to satisfy themselves of:

- the services the Rural Crime Team is providing for rural Derbyshire.
- how the team is comprised, where is it based, and how it works.

- the distinction between this newly created team and the existing Safer Neighbourhood Team.
- the issues the Rural Crime Team is looking at and the strategies for reaching out to remote rural communities.

The September meeting was hosted by the Office of the Police and Crime Commissioner and a tour of the Derbyshire Police, Fire and Rescue Headquarters at Butterley Hall was facilitated. The visit demonstrated to Members the inclusion of advanced technology, such as drones, within police work. Members also had the opportunity to observe the response work undertaken in the Call Centre.

In November, through the challenge topic, the Panel scrutinised the work of the PCC regarding the prevalence of domestic abuse within rural Derbyshire. This included looking at details of the response from Derbyshire to a project undertaken nationally and the on-going work arising from the outcomes of the project to tackle such abuse in Derbyshire

During the course of the year, the PCC also provided reports on the collaboration of Derbyshire Constabulary with the Fire Service and the response by Derbyshire Constabulary to the Covid-19 pandemic.

In June 2019 and January 2020 no challenge topics were presented to the meetings. In June 2019, the Panel focussed on co-options and the political balance of the Panel. In January 2020, the Panel considered the proposal by the PCC to increase the precept. The Panel considered a report which included financial information detailing cost pressures and intended investments which would result from the increase. The Panel also had the opportunity to hear from Peter Goodman, the Chief Constable, who attended the meeting to provide members with an insight into what the precept increase would provide. After questioning the PCC in detail, the Panel supported the proposed precept.

### **Training**

A training session was provided by Frontline Consulting to the Derbyshire Police and Crime Panel in October 2019. The session considered the role of Members of the Panel and provided a platform to discuss and develop scrutiny arrangements.

Two Members of the Panel also had the opportunity to attend the National Conference in November 2019.



Police Strategy and Reform Unit  
6<sup>th</sup> Floor Fry Building  
2 Marsham Street, London, SW1P 4DF  
020 7035 3011  
pccpartnersenquiries@homeoffice.gov.uk

Claire Bell  
Commissioning, Communities and Policy  
Derbyshire County Council  
claire.bell@derbyshire.gov.uk

16 August 2019

Dear Claire

**DERBYSHIRE POLICE AND CRIME PANEL GRANT –  
FINANCIAL YEAR 2019/20**

I am writing to confirm the offer of a grant of up to £67,100.00 to Derbyshire County Council as host authority in respect of the Derbyshire Police and Crime Panel (PCP).

Payment of this grant, to the agreed schedule in the attached Grant Agreement, is subject to your acceptance of this offer and the standard terms and conditions of the Grant Agreement.

To allow public scrutiny of PCP spending, PCPs must publish, as a minimum on their website, details of all their expenditure (or, where that is not possible, on the host authority's website). This will include details of all panel administration costs and individual panel member claims for expenses and allowances.

If you wish to accept this offer of grant funding, please sign and return to the above email address, one copy of the Grant Agreement, ensuring that you complete the Acceptance of Grant pages. Please be aware that no payments will be released until receipt of the signed documentation.

Yours sincerely

**Lauren Diffey**  
Head of PCC Policy, Scrutiny and Accountability







**Home Office**

**GRANT AGREEMENT**

**between**

**THE SECRETARY OF STATE FOR THE HOME DEPARTMENT**

**and**

**DERBYSHIRE COUNTY COUNCIL**

**FOR THE PROVISION OF POLICE AND CRIME PANELS**

**FOR THE PERIOD 01 APR 2019 TO 31 MAR 2020**

**HOME OFFICE  
Policing Directorate  
Crime, Policing and Fire Group  
6<sup>th</sup> Floor Fry Building  
2 Marsham Street  
London SW1P 4DF**

## CONTENTS PAGE

CONTENTS PAGE .....	1
HOME OFFICE GRANT TERMS AND CONDITIONS .....	3
Introduction .....	3
Definitions and Interpretations.....	3
Grant Offer .....	6
Amount of the Grant.....	6
Timing of the Grant.....	6
Managing the Grant.....	8
Records to be kept.....	9
Eligible and Ineligible Expenditure .....	10
Audit and inspection.....	10
Lawful conduct, equal opportunities, use of volunteers and activities funded by the Grant.....	11
Conflict of interest and financial or other irregularities .....	12
Procurement procedures .....	13
Insurance coverage .....	15
Indemnity.....	15
Intellectual Property Rights and Branding.....	15
Breach of Grant Conditions .....	16
Funding Period and Termination including Consequences.....	18
Amendments to the Grant Agreement .....	19
Confidentiality.....	20
Data Protection, Data Sharing, Information Acts, Publicity and Transparency .....	20
Notices .....	22
Contract (Rights of Third Parties) Act 1999 .....	22
Dispute Resolution .....	22
Governing Law.....	23
ACCEPTANCE OF GRANT.....	24
SCHEDULE 1 – THE PURPOSE .....	24
The Project.....	25
Background .....	25
Key Deliverables .....	25
Key Roles and Responsibilities .....	25
Indicative Expenditure Breakdown .....	26
SCHEDULE 2 – PAYMENT AND REPORTING SCHEDULE .....	27

<b>SCHEDULE 3 – IN-YEAR MONITORING INFORMATION REQUIREMENTS</b>	28
Critical Success Factors	28
Reporting	28
Annual Review	29
<b>SCHEDULE 4 – OUTTURN FORECAST</b>	30
<b>SCHEDULE 5 – DATA SHARING PROTOCOL (DSP)</b>	31
<b>SCHEDULE 6 – GENERAL DATA PROTECTION REGULATION (GDPR)</b>	31
<b>SCHEDULE 7 – AID DIVERSION</b>	31
<b>ANNEX A</b>	32
Grant Claim Form	32
<b>ANNEX B</b>	34
Outturn Statement	34
<b>ANNEX C</b>	36
Authorised Representatives	36
<b>ANNEX D</b>	37
Delivery Proposal	37
<b>ANNEX E</b>	38
Limitations on Funding Use and Ineligible Expenditure	38
<b>ANNEX F</b>	40
Change Control Record	40
Grant Variation Notice (Template)	41
<b>ANNEX G</b>	42
Grant Funding Letter	42
<b>ANNEX H</b>	43
Clarification Response Log	43

## HOME OFFICE GRANT TERMS AND CONDITIONS

This **Grant Agreement** is made on **16 August 2019**

### **Between:**

- (1) The Secretary of State for the Home Department acting on behalf of the Crown through the Home Office's Police Strategy and Reform Unit whose principal address is at 2 Marsham Street, London SW1P 4DF (the "**Authority**")

### **AND**

- (2) Derbyshire County Council whose principal address is at County Hall, Matlock DE4 3EG (the "**Recipient**").

### **IN RELATION TO THE PURPOSE:**

**Project Name:** Police and Crime Panels

**Project Reference:** 17

**Project Description:** to maintain a police and crime panel for the Derbyshire Constabulary police force area as fully detailed in Schedule 1 (the "**Purpose**").

#### **1. Introduction**

- 1.1. The Authority is exercising the power conferred to it by section 31 of the Local Government Act 2003 to make awards of grant funding.
- 1.2. This agreement (the "**Grant Agreement**") sets out the legally binding terms and conditions which apply to the Authority providing the Grant and to the Recipient receiving the Grant. It consists of twenty-four (24) Clauses, four (4) Schedules and seven (7) Annexes.
- 1.3. It is supplementary to the Grant Funding Letter (as defined below) and replaces any previously agreed grant terms and conditions between the Authority and the Recipient to deliver the Police and Crime Panel.
- 1.4. The Recipient must be cognisant of, and act in accordance with, any devolved policy bulletins, enactments, orders, statutes, regulations or other similar instruments as appropriate. For example, where the Purpose is delivered in Wales, it must be provided in such a way as to not treat the Welsh language less favourably than English, in accordance with the Welsh Language (Wales) Measure 2011.

#### **2. Definitions and Interpretations**

- 2.1. In this Grant Agreement:

**“Advance of Need”** means a payment made ahead of the relevant expenditure being identified;

**“Annex”** means the annexes attached to this Grant Agreement;

**“Asset”** means any physical item, group of items, or financial asset purchased, donated or developed together, which cost more than £5,000 (five thousand pounds and no pence), excluding VAT, or has a continuous useful life of 12 (twelve) Months or more, and is purchased wholly or partially using the Grant;

**“Authorised Representatives”** means the duly authorised officers, directors, employees etc of either Party as recorded in Annex C;

A **“Calendar Day”** means any calendar day, Sunday through Saturday inclusive;

**“Clause”** means the clauses in these Terms and Conditions which form part of this Grant Agreement;

**“Commencement Date”** means the date on which the Grant Agreement comes into effect and from which Eligible Expenditure may be claimed, being 01 April 2019;

**“Controller and Processor”** take the meaning given in the GDPR;

**“Data Protection Legislation”** means (i) the General Data Protection Regulations (‘GDPR’) 2016/679 including the Law Enforcement Directive, (ii) the Data Protection Act 2018 (‘DPA 2018’) to the extent that it relates to the processing of Personal Data and privacy, and (iii) all applicable Law about the processing of Personal Data and privacy;

**“Eligible Expenditure”** means all costs, expenses, liabilities and obligations that are related to, incurred by or arise out of the delivery, activities and operations of the Purpose by the Recipient from the Commencement Date, and which comply in all respects with the eligibility rules set out in this Grant Agreement as determined by the Authority at its sole discretion;

A **“Finance Officer”** means a treasurer, finance officer or other officer of equivalent standing of the Recipient, and a Senior Finance Officer shall hold suitable position and authority.

The **“Funding Period”** means the period for which the Grant is provided from the Commencement Date to 31 March 2020.

The **“Grant”** means the grant payable by the Authority to the Recipient under the terms of this Grant Agreement, the amount of which (the **“Grant Amount”**) shall not be more than sixty seven thousand, one hundred pounds (£67,100).

**“Grant Claim”** means a payment request submitted on the form found at Annex A by the Recipient to the Authority detailing its claim for Eligible Expenditure;

The **“Grant Funding Letter”** means the letter dated 16 August 2019 from the Authority to the Recipient which sets out supplementary

information in relation to the Grant, a copy of which is set out in Annex G;

**“Grant Sponsor”** means the individual who has been nominated by the Authority to be the principal point of contact for the Recipient in relation to the Grant Agreement and whose name is recorded in Annex C;

**“Ineligible Expenditure”** means expenditure which is not Eligible Expenditure and as further detailed in Annex E;

**“Law”** means any applicable law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements of any regulatory body, delegated or subordinate legislation;

A **“Mediator”** means any independent person/body appointed by both Parties to mediate upon any dispute.

A **“Month”** means any calendar month;

An **“Outturn Statement”** means the detailed end of year monitoring report template found at Annex B to be submitted by the Recipient to the Authority containing a full breakdown of expenditure and income for the entire Funding Period;

A **“Party”** means a signatory to this Grant Agreement;

**“Personal Data”** has the meaning given to it in the Data Protection Legislation;

**“Schedule”** means the Schedules attached to this Grant Agreement;

**“Third Party”** means any party whether person or organisation other than the Authority or the Recipient; and

A **“Working Day”** means any day from Monday to Friday (inclusive) which is not specified or proclaimed as a bank holiday in England and Wales pursuant to section 1 of the Banking and Financial Dealings Act 1971 including Christmas Day and Good Friday; and

2.2. In this Grant Agreement, unless the context otherwise requires:

- a. References to the singular include the plural, and vice versa;
- b. References to a gender include the other gender and the neuter;
- c. References to a person include an individual, company, body corporate, corporation, unincorporated association, firm partnership or other legal entity or Crown Body;
- d. References in this Grant Agreement to Clauses, Appendices, Annexes and the Schedule are references to the clauses, sub-clauses, appendices annexes and schedule to this Grant Agreement;
- e. The headings in this Grant Agreement are for ease of reference only and shall not affect the interpretation or construction of this Grant Agreement;

- f. References to an Act of Parliament or any Law shall be deemed to include any subordinate legislation of any sort made, or as amended, extended, consolidated or re-enacted from time to time under that Act;
- g. Any references to policy bulletins, enactments, orders, statutes, regulations or other similar instruments shall be construed as a reference to the policy bulletin, enactment, order, statute, regulation or instrument as amended or replaced by any subsequent policy bulletin, statute, enactment, order, regulation, or instrument;
- h. Nothing in this Grant Agreement shall be deemed to constitute a partnership or agency relationship between the Parties at any time.

### **3. Grant Offer**

- 3.1. Subject to the Recipient complying with this Grant Agreement, the Authority offers to reimburse the Recipient as a contribution towards its Eligible Expenditure.
- 3.2. The Recipient acknowledges that the Authority agrees to fund it only for the Grant Amount, the Funding Period and for the Purpose specified in this Grant Agreement and the Grant Funding Letter.

### **4. Amount of the Grant**

- 4.1. The Authority has agreed funding of up to the Grant Amount; the Grant Amount will not be increased in the event of any overspend by the Recipient in its delivery of the Purpose.
- 4.2. It is the Recipient's responsibility to ensure that its receipt, management and expenditure of the Grant complies with all tax requirements in force at the time and for the duration of the Grant Agreement.
- 4.3. The Recipient acknowledges that the Grant and any Eligible Expenditure claimed are not paid as a consideration for any taxable supply for VAT purposes. The Grant Amount and any Eligible Expenditure claimed are therefore deemed to be inclusive of all VAT chargeable, and the Parties agree that the Authority's obligation does not extend to paying any additional amounts in respect of VAT.
- 4.4. The Recipient acknowledges that unless explicitly agreed by the Authority in writing in advance, the Grant will not be used to meet the cost of any import, customs duties or any other taxes or similar charges applied by local governments or by any local public authority.

### **5. Timing of the Grant**

- 5.1. Grant Claims will be paid in accordance with the payment profile detailed in Schedule 2 within thirty (30) Calendar Days of the receipt

and agreement of a correctly submitted Annex A and all supporting monitoring information as set out in Schedule 3.

- 5.2. The Authority shall have no liability to the Recipient for any Losses caused by a delay in the approval of, or amendment to, Eligible Expenditure howsoever arising.
- 5.3. In order for the Grant to be released, the Authority will require the Recipient to:
  - a. have signed and returned a copy of this Grant Agreement to the Authority, and
  - b. have provided the appropriate bank details, and
  - c. be in compliance with the Grant Agreement throughout the period for which Eligible Expenditure is being claimed.
- 5.4. Payments will be made by BACS using account details that the Recipient must supply to the Authority. The Recipient is responsible for ensuring that the Authority has been notified of its correct bank account details and any subsequent changes. Original notification of, and all subsequent amendments to, the Recipient's bank details must be provided on its own headed notepaper duly signed by a Senior Finance Officer.
- 5.5. The information which the Recipient must supply to the Authority to allow BACS payments is as follows:

**Recipient Address Details**

1. Registered address
2. Credit Control/Finance Address

**Contact Details**

1. Email address for purchase orders
2. Email address for remittance advice
3. Email address for invoice queries
4. Telephone Number for Accounts Receivable/Credit Control

**Payment Details**

1. Bank Name
2. Branch name and address
3. Company Bank Account Name
4. Bank Account Number
5. Bank Account Sort Code

- 5.6. The Authority is not permitted to pay the Grant in Advance of Need. If the Authority reasonably believes that payment is being made in Advance of Need, it may change the timing and/or the amount of any outstanding Grant payments.
- 5.7. Nothing in this Grant Agreement shall oblige the Authority to reimburse claims against the Grant beyond the Funding Period.



## **6. Managing the Grant**

- 6.1. Each Party shall record the contact details of their Authorised Representatives at Annex C. At a minimum these must be the Grant Sponsor and Project Manager.
- 6.2. The Recipient shall:
  - a. have a sound administration and audit process, including financial safeguards against fraud, theft, money laundering, counter-terrorist financing or any other impropriety or mismanagement in connection with the administration of the Grant,
  - b. ensure that the adequacy of the systems in place are subject to independent audit, the results of which must be shared with the Authority, and
  - c. ensure that appropriate professional arrangements are put in place for the management of the Grant and the reporting of expenditure.
- 6.3. 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.
- 6.4. Monies and income derived from Third Parties as Supplementary Funding shall not constitute the Grant and will be accounted for, identified and reported on separately.
- 6.5. The Recipient may not vire (move) funds between this Grant and other grants made to it.
- 6.6. 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.
- 6.7. In support of Grant Claims, and in accordance with the monitoring and reporting requirements detailed in Schedule 3, using the template at Annex A the Recipient shall provide the Authority with biannual narrative reports detailing progress against critical success factors; these should also include headline financial reconciliations highlighting spend and any significant financial variances, underspend or overspend.
- 6.8. At the end of each Funding Period, the Recipient shall submit an Outturn Statement to the Authority. This Outturn Statement must:
  - a. be in the format set out in Annex B, and
  - b. be signed by a Finance Officer.
- 6.9. The Authority may ask the Recipient to clarify information provided to it. If so, the Recipient shall comply with any such request.
- 6.10. The Authority may at its discretion provide the Recipient with feedback on the adequacy of any report or claim and may also require the Recipient to re-submit a report or claim, having taken into account any issues raised in the Authority's feedback.

- 6.11. The Recipient shall promptly notify and repay to the Authority any overpayment or monies incorrectly paid to it. This includes (without limitation) situations where either an incorrect sum of money has been paid or where Grant has been paid in error before the Recipient has complied with all conditions attaching to the Grant.
- 6.12. The Recipient shall be mindful of the UK Government's "Greening Government Commitments"<sup>1</sup> both current and as revised, updated or amended, and ensure that all its activities and those of its Delivery Partners are delivered in accordance with these.
- 6.13. The Recipient shall have appropriate and proportionate contingency plans in place to ensure continuity of delivery of the Purpose, and the Authority shall have sight of these contingency plans and shall have the right to request assurance from the Recipient as to their implementation, where necessary, to ensure continuity of delivery of the Purpose.
- 6.14. The Recipient should ensure it has in place suitable measures for the orderly management of its business operations following the expiry or termination of this Grant Agreement howsoever caused.

## **7. Records to be kept**

- 7.1. The Recipient shall maintain and operate effective monitoring and financial management systems, and keep a record of all:
  - a. Eligible Expenditure and retain all accounting records relating to the Eligible Expenditure for a period of at least seven (7) years after the end of the Funding Periods. Accounting records should include: original invoices, receipts, minutes from meetings, accounts, deeds, interest accrued, returns on investments, income generated, Supplementary Funding received and any other relevant documentation, whether in writing or electronic form, and
  - b. gifts, both given and received, in connection with the Purpose.
- 7.2. Where the Recipient is paying Grant monies to Delivery Partners, and any Delivery Partner(s) wish to retain such original documentation, the Recipient should obtain from the Delivery Partner(s):
  - a. certified copies of the accounting documents justifying income and expenditure incurred by the Delivery Partner(s) in relation to the Purpose,
  - b. an annual, written statement, signed by the Delivery Partner's treasurer or equivalent senior finance officer, of how the money was spent, and
  - c. a signed undertaking that the Delivery Partner will retain such documents for the period prescribed above.

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<sup>1</sup> <https://www.gov.uk/government/publications/greening-government-commitments-2016-to-2020/greening-government-commitments-2016-to-2020>

7.3. The Grant may not be used to purchase capital items or Assets.

## **8. Eligible and Ineligible Expenditure**

8.1. Eligible Expenditure is expenditure incurred by the Recipient in managing, administering and delivering the Purpose. The Recipient may not use the Grant for any activities other than those required to achieve the Purpose and as more fully described in Schedule 1, or as approved in writing by the Authority.

8.2. Annex E describes in more detail examples of Ineligible Expenditure.

8.3. The following costs/payments will be classified as Eligible Expenditure if incurred in delivering the Purpose:

- a. fees charged or to be charged to the Recipient by the external auditors/accountants for reporting/certifying that the Grant paid was applied for its intended purposes, for example an Independent Assurance Statement,
- b. giving evidence to Parliamentary Select Committees in connection with the Purpose or this Grant Agreement,
- c. attending meetings with government ministers or civil servants to discuss the progress of a taxpayer funded grant scheme.

## **9. Audit and Inspection**

9.1. The Recipient shall comply with the international accounting standards.

9.2. The Recipient shall ensure that the Grant falls within the scope of audit as part of the Recipient's annual internal and external audit programme.

9.3. The value and purpose of the Grant shall be identified separately in the Recipient's audited accounts (or the notes thereto). Should the Recipient's annual turnover fall below the threshold that is the minimum legal requirement for formal external audit (currently £10.2 million) then an Independent Assurance Statement must be signed off by either an external auditor or an independent qualified accountant.

9.4. On request, the Recipient will send the Authority a copy of its, or its Delivery Partners, latest audited accounts, or a cashflow statement and forecast. This should be:

- a. a hard copy sent by traditional post, or
- b. an electronic copy sent by email (e.g. a hyperlink to a public facing website, or PDFs of the document(s)).

9.5. The Recipient shall, without charge, permit any officer or officers of the Authority, agents, external auditing bodies (e.g. European Court of Auditors, National Audit Office or Public Sector Audit Appointments) or their nominees, access to its Staff, premises, facilities and records and shall, if so required, provide appropriate oral

or written explanations from them, for the purpose of examining, discussing, monitoring and evaluating the Recipient's fulfilment of the conditions of this Grant Agreement and the economy, efficiency and effectiveness with which the Grant has been used.

- 9.6. Further to Clause 9.5, any officer or officers of the Authority, external auditing bodies (e.g. European Court of Auditors, National Audit Office or Public Sector Audit Appointments) or their nominees, may also 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.
- 9.7. The Authority shall endeavour, but is not obliged, to provide due notice of its intent to undertake the activities described in Clauses 9.5 and 9.6.
- 9.8. The Recipient agrees to make available immediately to the Authority, free of charge, and whenever requested, copies of audit reports obtained by the Recipient in relation to the Purpose or other aspect of the Grant Agreement.
- 9.9. In all cases, the Recipient shall supply the Authority with all such financial information, as is reasonably requested from time-to-time, on an open book basis.
- 10. Lawful conduct, equal opportunities, use of volunteers and activities funded by the Grant**
  - 10.1. The Recipient shall ensure that all reasonable steps have been taken to ensure that it and any Delivery Partner acting on its behalf complies with all applicable Laws and shall possess all the necessary qualifications, licences, permits, skills and experience to discharge their responsibilities effectively, safely and in conformance with any applicable Law for the time being in force (so far as binding on the Recipient and/or the Delivery Partner).
  - 10.2. The Recipient shall ensure that it, and any Delivery Partner, has relevant organisational policies in place to deliver the Purpose. These should cover, but not be limited to: whistleblowing; safeguarding; diversity and equality; environmental; data protection; and information security, and shall remain current for the duration of the Funding Period and be reviewed regularly by appropriately senior Staff and confirmed by the board or Trustee(s). All Staff must be aware of these policies and of how to raise any concerns.
  - 10.3. The Recipient shall take all reasonable steps to ensure that it and anyone acting on its behalf do not bring the Authority or the grant into disrepute for instance by reason of prejudicing the Purpose and/or being contrary to the interests of the Authority.
  - 10.4. In particular, the Authority has a zero-tolerance approach towards sexual exploitation, abuse and harassment. The Recipient will immediately contact the Grant Sponsor to report any credible suspicions, or actual incidents, of sexual exploitation, abuse or

harassment related to this Grant Agreement or which would be of significant impact to the Authority or other Crown Body. For example, any event that affects the governance or culture of the Recipient, such as those related to senior management, must be reported.

- 10.5. Any event notified to the Authority under Clauses 10.3 and/or 10.4 may be investigated by the Authority or a duly nominated representative or agent. The Recipient will fully co-operate with any investigation.
- 10.6. The Recipient shall comply fully with the Code of Conduct for Recipients of Government General Grants (the 'Code of Conduct')<sup>2</sup>. It will ensure that Staff are made aware of their obligations and undertake their duties when delivering the Purpose in a manner consistent with the principles outlined in the Code of Conduct.
- 10.7. Before entering into any agreement with a Third Party offering Supplementary Funding towards delivery of the Purpose, the Recipient must:
  - a. ensure that robust due diligence processes (similar to that set out in Clause 12.2), regarding both the prospective donor and the source of the monies, have been undertaken, and
  - b. inform the Authority of these details including, but not necessarily limited to, the source, value, scope, nature and any conditions of the Supplementary Funding.
- 10.8. Following receipt of information in accordance with Clause 10.7, the Authority shall, at its sole discretion, confirm in writing whether the use of the Supplementary Funding for the Purpose is acceptable to it. In instances where the Authority does not agree the Supplementary Funding can be used, for example by reason of prejudicing or conflicting with the Purpose and/or being contrary to the interests of the Authority, the Recipient must confirm in writing (i) what it intends to do with the Supplementary Funding, and (ii) that it will not use the Supplementary Funding to deliver the Purpose.
- 10.9. The Recipient agrees and accepts that it may become ineligible for grant support and be required to repay all or part of the Grant – not limited to any Unspent Monies – if it engages in tax evasion or aggressive tax avoidance in the opinion of HMRC.

## **11. Conflict of interest and financial or other irregularities**

- 11.1. The Recipient and its Staff shall take all reasonable steps to avoid any actual or perceived bias or conflicts of interest in respect of the Grant or the Purpose.
- 11.2. Neither the Recipient nor its Delivery Partners shall engage in any personal, business or professional activity which conflicts or could conflict with any obligations in relation to the Agreement.

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<sup>2</sup> <https://www.gov.uk/government/publications/supplier-code-of-conduct>

- 11.3. The Recipient must set up formal procedures to require all Staff to avoid any potential conflict of interest and 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.
- 11.4. 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 Authority immediately, explain what steps are being taken to investigate the suspicion, and keep the Authority informed about the progress of the investigation.
- 11.5. For the purposes of Clause 11.4, "financial irregularity" includes (but is not limited to) potential fraud or other impropriety, mismanagement, bribery, corruption and the use of the Grant for purposes other than those stipulated by the Authority in this Grant Agreement.
- 11.6. The Recipient agrees that it will not apply for or obtain, and will assure that any Beneficiary, or Delivery Partner, is not in receipt of or does not apply for or themselves obtain, Duplicate Funding. The Authority may refer the Recipient, Beneficiary or a Delivery Partner to the police should it dishonestly and intentionally obtain Duplicate Funding to deliver the Purpose.
- 11.7. The Recipient shall not offer or give, or agree to give, to the Authority or any other public body or any person employed by or on behalf of the Authority or any other public body any gift or consideration of any kind as an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Grant Agreement or any other contract with the Authority or any other public body, or for showing or refraining from showing favour or disfavour to any person in relation to the Grant Agreement or any such contract.

## **12. Procurement procedures**

- 12.1. In procuring any works, goods or services using the Grant the Recipient must secure best value for money.
- 12.2. The Recipient shall adopt such policies and practices that are reasonably required in order to demonstrate that all purchases comply in all material aspects with all relevant UK legislation on public procurement, for example, by applying principles of non-discrimination and equal treatment, transparency, mutual recognition and proportionality.
- 12.3. Prior to the award of onward funding or a contract or other legal form of agreement to a Delivery Partner, the Recipient shall ensure that it carries out a thorough and proportionate documented due diligence process to understand an organisations' financial status, viability and capability; technical skills and capacity; operational and commercial processes and procedures; background and history (fraud risk,

- money laundering, terrorism, modern slavery etc); and ensure the payment is not double funding.
- 12.4. When procuring or entering into an arrangement with a Delivery Partner, the Recipient shall be mindful of the intent, and apply the spirit, of the:
- a. Government Functional Standard for General Grants<sup>3</sup>, and
  - b. Compact in all its dealings with Civil Society Organisations.
- 12.5. Where the Recipient enters into a contract (or any other form of agreement) with a Delivery Partner for the provision of any part of the Purpose, the Recipient shall ensure that such terms are included in the agreement which:
- a. requires the Recipient to pay all sums due to the Delivery Partner within a specified period not exceeding thirty (30) Calendar Days from the date of receipt of a validated invoice or claim request as defined by the terms of the agreement,
  - b. enable the Recipient to recover unspent or misused funds in accordance with this Grant Agreement,
  - c. ensure that all funded activities are fully reported on,
  - d. comply with all the Authority's positions and policies referred to in this Grant Agreement, and
  - e. provide the Authority with an up-to-date, unredacted, signed copy of any agreement, including any amendments, entered into upon request.
- 12.6. Onward payment of the Grant to Beneficiaries and the use of Delivery Partners shall not relieve the Recipient of any of its obligations under this Grant Agreement, including any obligations to repay the Grant.
- 12.7. The Recipient shall remain responsible at all times for paying the Delivery Partner. The Authority shall have no responsibility for paying a Delivery Partner's invoice or claim request.
- 12.8. If the Authority becomes aware that the Recipient has failed to pay a Delivery Partner's undisputed invoice or Beneficiary's claim request within thirty (30) Calendar Days of receipt, the Authority shall be entitled to publish the details of the late or non-payment (including on government websites and in the press).
- 12.9. Prior to Commencement, the Recipient shall provide the Authority with a list of all identified Delivery Partners and must thereafter provide written notification in advance of any planned changes to this list whether additions, removals or replacements of Delivery Partners.
- 12.10. Subject to the terms of this Grant Agreement, if the Recipient follows a single tender or other direct award procedure to procure a Delivery Partner it must provide and document a full justification that can be robustly defended and maintain the relevant documentation on file.

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<sup>3</sup> <https://www.gov.uk/government/publications/grants-standards>

Such justification may apply in exceptional circumstances for example where:

- a. the requirement can demonstrably be met only by proprietary or specialist equipment,
- 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.

12.11. The Recipient shall not carry out any activities that could be constituted as state-aided and nor shall it pay illegal State Aid to any organisation or individual<sup>4</sup>. The Recipient will maintain appropriate records of its compliance with the state-aid Law requirements.

### **13. Insurance coverage**

13.1. The Recipient shall ensure that appropriate and adequate insurance arrangements (including but not limited to public liability insurance or an equivalent policy) are in place to deliver the Purpose and shall provide evidence of such insurance to the Authority on request. This includes the Loss or personal injury to persons undertaking activities in furtherance of the Purpose

### **14. Indemnity**

14.1. The Authority accepts no liability to the Recipient or to any Third Party for any costs, claims, damage or Losses, howsoever they are incurred, except to the extent that they arise from personal injury or death which is caused by the Authority's negligence.

14.2. The Recipient agrees to indemnify the Authority 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.

14.3. Neither Party shall be liable for any delays in performing or failure to perform any of its obligations under this Grant Agreement if such delay or failure is caused by a force majeure event, such as acts of God, civil disorder, military action, acts of terrorism, natural disaster and other circumstances which are beyond the reasonable control of either Party, but excluding any industrial dispute. In such event, either Party will give immediate notice in writing to the other Party of the existence of such cause or event and of the likelihood of delay.

### **15. Intellectual Property Rights and Branding**

15.1. The Parties shall retain exclusivity in their own Background Intellectual Property Rights (IPRs).

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<sup>4</sup> <https://www.gov.uk/guidance/state-aid>



- 15.2. Unless otherwise agreed in writing, the Recipient shall own all IPR created using the Grant. However, the Recipient shall grant to the Authority at no cost a non-exclusive irrevocable, royalty-free perpetual worldwide license to use and to sub-license the use of any material or IPR created by the Recipient whether partially or wholly funded from the Grant for such purposes as the Authority shall deem appropriate.
- 15.3. Ownership of Third Party software or other IPR necessary to deliver the Purpose will remain with the relevant Third Party.
- 15.4. Neither Party shall have the right to use any of the other Party's names, logos, branding or trade marks on any of its products or services without the other Party's prior written consent.
- 15.5. The Recipient shall seek approval from the Authority prior to using the Authority's logo when acknowledging the Authority's financial support of its work. Such acknowledgements (where appropriate or as requested by the Authority) shall include the Authority's name and logo (or any future name or logo adopted by the Authority) using the templates provided by the Authority from time to time.
- 15.6. When using the Authority's name and logo, the Recipient will comply with all reasonable branding guidelines as issued by the Authority from time-to-time.
- 15.7. The Authority may freely share any information, branding, know-how, system or process developed using the Grant during the Funding Period and beyond to support similar or subsequent projects.

## **16. Breach of Grant Conditions**

- 16.1. 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 16.2 occur, then, subject to the provisions made in Clauses 16.3 to 16.5, the Authority may reduce or suspend, or withhold Grant payments, require all or any part of the Grant to be repaid and/or terminate this Grant Agreement with immediate effect. The Recipient must repay any amount required to be repaid under this Clause 16 within thirty (30) Calendar Days of receiving any such demand for repayment.
- 16.2. The events referred to in Clause 16.1 are as follows:
  - a. the Recipient purports to transfer, novate, assign or otherwise dispose of the whole or any part of its rights, interests or obligations arising under this Grant Agreement without the written agreement in advance of the Authority,
  - b. the Recipient has not submitted reports, information, or other documentation within the required timescales when reasonably requested by the Authority,
  - c. 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 Authority considers to be material,

- d. the Recipient takes inadequate measures to investigate and resolve any reported irregularity,
  - e. the Recipient ceases to operate and/or changes the nature of its operations to an extent which the Authority considers to be significant or prejudicial,
  - f. the Recipient is subject to
    - a proposal for a voluntary arrangement,
    - has a petition for an administration order, or a winding-up order brought against it,
    - passes a resolution to wind up,
    - makes any composition, arrangement, conveyance or assignment for the benefit of its creditors, or purports to do so,
    - is subject to the appointment of a receiver, administrator or liquidator
  - g. the Authority considers that the Recipient has not made satisfactory progress with its delivery of the Purpose; or
  - h. the Recipient fails to comply with the provisions regarding State Aid,
  - i. the Recipient (or a Beneficiary or a Delivery Partner) is in receipt of Duplicate Funding, or
  - j. the Recipient receives Supplementary Funding and fails to comply with its obligations set out Clauses 10.7 and 10.8, or
  - k. the Recipient breaches the Code of Conduct and/or fails to report an actual or suspected breach of the Code of Conduct by the Recipient, its Staff, Delivery Partner(s), Beneficiary or other Third-Party involved in achieving the Purpose.
- 16.3. It is hoped that most difficulties encountered by the Recipient can be overcome with the advice and support of the Authority. Where the Authority reasonably believes that the Recipient may be in breach of this Grant Agreement, the Authority will write to the Recipient giving particulars of its concern or of such breach.
- 16.4. The Recipient must act within thirty (30) Calendar Days (or earlier, depending on the severity of the problem) to address the Authority's concern or remedy the breach, and may consult the Authority or agree with it an action plan for resolving the problem. If the Authority is not satisfied with the steps taken by the Recipient to address its concern or remedy the breach, the Authority may exercise all or any of its rights under this Grant Agreement.
- 16.5. The Authority will act reasonably and proportionately (taking account of all of the circumstances) when exercising its rights under this Grant

Agreement.

- 16.6. On termination of this Grant Agreement for any reason, the Recipient (as soon as reasonably practicably) shall return to the Authority any Assets or property or Unspent Monies (unless the Authority gives its written consent to their retention) then in its possession in connection with this Grant Agreement.

**17. Funding Period and Termination including Consequences**

- 17.1. The Authority does not commit to renew or continue financial support to the Recipient beyond the final Funding Period.
- 17.2. Subject to Clauses 16.3 to 16.5, the Authority may terminate this Grant Agreement forthwith by serving a written notice on the Recipient if the Recipient is in material breach of its obligations arising from the Grant Agreement by:
- a. using any part of the Grant for a purpose other than the Purpose,
  - b. making 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. failing to comply with any obligation arising from the Grant Agreement, or
  - d. failing to remedy any breach of this Grant Agreement.
- 17.3. The Recipient may terminate this Grant Agreement forthwith by serving a notice on the Authority in writing if it has made a written request for payment of a sum properly due (i.e. undisputed and validated) to it under this Grant Agreement and the Authority has failed to make payment of that sum within thirty (30) Calendar Days of receiving the request.
- 17.4. Notwithstanding Clauses 17.2 and 17.3, this Grant Agreement may be terminated by either Party giving the other at least three (3) Months (or other agreed time period) notice in writing.
- 17.5. With reference to Clause 17.3, and in the event that the Authority exercises its right to give notice of termination under Clause 17.4, the Authority shall reimburse the Recipient for any commitments, liabilities or Eligible Expenditure which represent an unavoidable direct Loss to the Recipient by reason of the termination of the Grant Agreement, provided that the Recipient takes all reasonable steps to mitigate such Loss.
- 17.6. In such an event, the Recipient shall submit a fully itemised and costed list of unavoidable direct Losses which it would seek to recover from the Authority, with supporting evidence, of such Losses reasonably and actually incurred by the Recipient as a result of a termination by the Authority in accordance with Clause 17.5.
- 17.7. Any payment due under Clauses 17.5 and 17.6 will be made within thirty (30) Calendar Days from receipt of a correctly submitted and

verified invoice(s) but in any case upon completion to the Authority's satisfaction, and at the Recipient's sole cost, of any reasonable investigation required by the Authority of the costs detailed within the invoice(s). The Authority agrees that any such investigation shall be carried out as soon as reasonably practicable.

- 17.8. The right to reimbursement shall be excluded if termination of the Grant Agreement is enacted under the provisions set out in Clause 17.2 above or where the Recipient has exercised its right to give notice of termination under Clause 17.4. In such instances the Recipient shall return all Unspent Monies to the Authority.
- 17.9. The Authority may at any time serve notice upon the Recipient requiring it to cease using a particular Delivery Partner, the Authority will only do so where it has reasonable grounds to object to the continued use of such a Delivery Partner. Any such notice will be cognisant of the terms of Recipient's legally binding agreement and, where appropriate, the need for an alternative to be provided.
- 17.10. Although the Authority does not seek to exercise detailed control of the Recipient's activities, it must ensure that public money is protected and value for money achieved. Consequently, the Recipient shall, in accordance with this Grant Agreement, promptly provide such assistance and comply with such timetable as the Authority may reasonably require for the purpose of ensuring a smooth transfer of responsibility upon the expiry or other termination of the Grant Agreement. The Authority will look to the Recipient to provide such assistance as appropriate prior to the expiry or other termination of the Purpose.
- 17.11. Such assistance may include the delivery of documents and data in the possession or control of the Recipient which relate to the activities funded by the Grant.
- 17.12. Any termination of this Grant Agreement will 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 at the date of termination.

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

- 18.1. The Authority shall have the right to amend the Grant Agreement at any time provided that such amendment as required is related in nature to the Purpose and does not impose an additional cost or other material burden upon the Recipient. The Authority will endeavour to provide thirty (30) Calendar Days' written notice of any such amendment so required.
- 18.2. The Authority may on not less than thirty (30) Calendar Days' notice to the Recipient amend this Grant Agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.

Information Acts, any subordinate legislation made and any guidance issued by the Information Commissioner.

- 20.3. Where appropriate, the Recipient shall ensure that it has adequate provisions and controls in place to manage:
  - a. the processing of data shared between itself and any Delivery Partner and/or Beneficiary (and vice versa), and
  - b. compliance with its obligations arising from the Data Protection Legislation.
- 20.4. Nothing in Clause 19 (Confidentiality) shall prevent the Authority from sharing information obtained in relation to the Recipient with any Crown Body, provided that in disclosing information the Authority discloses only the information which is necessary for the purpose concerned and requests that the information is treated in confidence and that a confidentiality undertaking is given where appropriate.
- 20.5. The Recipient hereby acknowledges that a Crown Body receiving such information may further disclose the information to other Crown Bodies on the basis that the information is confidential and is not to be disclosed to a Third Party which is not a Crown Body.
- 20.6. The Authority may also disclose any information obtained from and about the Recipient for the purpose of the examination and certification of the Authority's accounts; or pursuant to section 6(1) of National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources.
- 20.7. The Recipient agrees to assist and cooperate with the Authority to enable the Authority to comply with its obligations under the Information Acts whenever a request is made for information which relates to or arises out of this Grant Agreement.
- 20.8. The Authority will take reasonable steps to notify the Recipient of a request for information to the extent that it is permissible and reasonably practical to do so. The Authority may also, but is not required to, consult with the Recipient regarding any requests for information and take account of any comments made by the Recipient to determine any matters which either Party may consider as Commercially Sensitive Information or be otherwise exempt. This will inform the Authority's decision regarding any redactions or exemptions for which the Authority shall, at its absolute discretion and based on its own legal obligations, retain the final decision.
- 20.9. The Parties agree and acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the Information Acts, the content of the Agreement and the Purpose is not confidential.
- 20.10. The Recipient will comply with all reasonable requests from the Authority to facilitate visits, provide reports, statistics, photographs and case studies or any other such material that will assist the Authority in publicising the Purpose.

## **THE PROJECT**

- 1.1 This Schedule 1 describes the outcomes and impacts the Authority is seeking to achieve through this Grant funding. The Authority is providing the Grant to enable the Recipient to maintain a Police and Crime Panel for the Derbyshire Constabulary police area.

## **BACKGROUND**

- 1.2 The maintenance of a Police and Crime Panel in accordance with the Police Reform and Social Responsibility Act 2011 and the Regulations made under it.
- 1.3 The functions and responsibilities of Police and Crime Panels (PCPs) in England and Wales are set out in the Police Reform and Social Responsibility Act 2011. PCPs were introduced to scrutinise the actions and decisions of police and crime commissioners, and provide support and challenge to the commissioner in the exercise of their functions. They focus their attention on key strategic actions and decisions taken by the commissioner, including whether they have achieved the objectives set out in their police and crime plan, considered the relevant priorities of their community safety partners and consulted appropriately with the public.
- 1.4 This Grant is paid to the Recipient in exercise of the power conferred upon the Secretary of State for the Home Department under section 31 of the Local Government Act 2003 to provide financial support to a local authority in England or Wales.
- 1.5 This Grant Agreement provides a broad well defined framework in which the Recipient may exercise independent discretion.

## **KEY DELIVERABLES**

- 1.6 That there is a Police and Crime Panel for the police area able to carry out its scrutiny functions and responsibilities as set out in the Police Reform and Social Responsibility Act 2011.

## **KEY ROLES AND RESPONSIBILITIES**

- 1.7 The Authority will nominate a Grant Sponsor who will work with the Recipient's Project Manager to monitor the delivery of the agreed Purpose and act as the principal point of contact. Their name and contact details are recorded in Annex C.
- 1.8 The Recipient will nominate a Project Manager who shall have responsibility for ensuring delivery of the Purpose to achieve the outcomes and impacts. They shall act as the Authority's principal point of contact, and their details shall be recorded in Annex C.

## INDICATIVE EXPENDITURE BREAKDOWN

- 1.9 The total Grant Amount payable by the Authority to the Recipient under the terms of this Grant Agreement shall not be more than sixty seven thousands, one hundred pounds (£67,100) for financial year 2019/20.
- 1.10 The Grant will be paid in accordance with the profile described in Schedule 2 and is intended to reimburse Eligible Expenditure incurred paying for the activities required to achieve the outcomes described in this Schedule 1.
- 1.11 The Grant has been calculated using the following formula:

REF	HEADINGS	EXPENSES (£)
A	Administration	£53,300
B	Expenses (up to £920 per member)	£13,800
C	Translation fees	Nil
D	<b>TOTAL ELIGIBLE EXPENDITURE (A+B+C)</b>	<b>£67,100</b>

- 1.13 Recipients are free to transfer any underspend in member expenses (B) to pay for additional administration costs (A). The total grant amount (D) cannot be exceeded.

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## SCHEDULE 3 – IN-YEAR MONITORING INFORMATION REQUIREMENTS

### CRITICAL SUCCESS FACTORS

- 3.1 The Critical Success Factors (CSFs) to be monitored and reported on are:
- a. the number of public meetings held,
  - b. scrutiny documents and publications produced, including the Panel's annual report,
  - c. engagement with the work of the Panel by members of the public and the Police and Crime Commissioner for Derbyshire Constabulary.

### REPORTING

- 3.2 The Recipient shall put in place procedures to monitor and track spending, including committed spend, against agreed budgets and notify the Authority of any variances.
- 3.3 The Recipient shall report against Clause 3.2 highlighting how value for money (e.g. benefits, savings, efficiencies etc.) is being achieved. Reports are to be provided to the Authority alongside the Annex A form.
- 3.4 Reports should also contain a financial statement detailing how the Grant has been spent, an ongoing reconciliation of forecast position against actuals.
- 3.5 Reports and forecasts should be sent to [pccpartnersenquiries@homeoffice.gov.uk](mailto:pccpartnersenquiries@homeoffice.gov.uk) by the agreed dates in Schedule 2.

### Progress Reporting

- 3.6 In support of Annex A (Grant Claim) submissions at mid- and end-year points, the Recipient shall provide:
- a. reports detailing progress against critical success factors in achieving outcomes and targets, and highlight how value for money (e.g. benefits, savings, efficiencies etc.) is being achieved.
  - b. financial statements highlighting any significant financial variances, underspend or overspend, and any Supplementary Funding.

### **Ad Hoc Reporting**

- 3.7 Any Critical Incidents or matters arising the outcome or consequence of which is likely to result in:
- a. serious harm to any individual; or
  - b. significant community impact; or
  - c. significant impact on public confidence in the Authority, including the provision of the Purpose

must be reported to the Authority within one (1) Calendar Day. The Partner must provide a follow up report within three (3) Calendar Days to the Authority on how the matter has been resolved or whether the Authority will need to intervene.

- 3.8 Additionally, the Recipient will notify the Authority as soon as reasonably practical of:
- a. any actual or potential failure to comply with any of its obligations under the Grant Agreement, which includes those caused by any administrative, financial or managerial difficulties; or
  - b. actual or potential variations to the Eligible Expenditure set out in Schedule 1 of these Conditions and/or any event which materially affects the continued accuracy of such information.

### **ANNUAL REVIEW**

- 3.9 In addition to any ongoing reporting, monitoring or evaluation, the Authority will review the Purpose of the Grant annually and will take into account the Recipient's achievements (during the Funding Period) as measured against the CSFs. As part of the annual review the Authority will have regard to the reports produced by the Recipient.
- 3.10 Each annual review will result in the Authority making a recommendation that the:
- a. Purpose and Agreement continue in line with existing plans; or
  - b. Eligible Expenditure payable for the subsequent Funding Period should be revised (up or down); or
  - c. CSFs should be re-defined and agreed; or
  - d. Agreement should be terminated.
- 3.11 The Recipient may make representations to the Authority regarding any recommendations made in accordance with this provision, however, the Authority shall not be obliged to take such representations into account when making its recommendation and any recommendation will be final and at the Authority's absolute discretion.

## SCHEDULE 4 – OUTTURN FORECAST

To be returned to the authority by 6th March 2020 to remain eligible for the payment covering the second half of the financial year. Every effort should be made to ensure this forecast is accurate and submitted by the date indicated:

	Incurred to date	Forecast to 31 <sup>st</sup> March 2020	Total
Administration costs			
Members expenses			
Translation costs (if applicable)			
Total			

**SCHEDULE 5 – DATA SHARING PROTOCOL (DSP)**

*NOT USED*

**SCHEDULE 6 – GENERAL DATA PROTECTION REGULATION (GDPR)**

*NOT USED*

**SCHEDULE 7 – AID DIVERSION**

*NOT USED*

## ANNEX A – GRANT CLAIM FORM

<b>Recipient:</b> Derbyshire County Council	<b>Grant Stream:</b> Police and Crime Panels
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<b>Period</b> From: To:	<b>Resource (£)</b>	<b>Capital (£)</b>
(1) Total funding received for this financial year		N/A
(2a) Actual expenditure in this period (To be supported by a breakdown of expenditure against the cost breakdown detailed in Schedule 1).		N/A
(2b) Forecast expenditure in the period (To be used for the final claim of the year in instances where Schedule 2 sets out that the final payment request must be received in advance of 31 March (end of the financial year).		N/A
<b>(3) Funding request for this period</b>		N/A
(4) Total funding received and requested (1+3)		N/A

### MONITORING INFORMATION REQUIREMENTS

Where monitoring information, as set out in Schedule 3, is a requirement for the period the payment is requested for, please confirm what has been attached to this payment request form.

## FINANCE OFFICER CERTIFICATION

I certify to the best of my knowledge and belief that:

- a) The information provided is correct; and no Duplicate Funding has been received in respect of this Eligible Expenditure Statement,
- b) The expenditure has been incurred only for the purposes set out in the Grant Agreement for the specified Grant stream.

<b>Signature:</b>			
<b>Name (printed):</b>		<b>Date:</b>	
<b>Position:</b>			

Home Office sign off:

<b>Signature:</b>			
<b>Name (printed):</b>		<b>Date:</b>	
<b>Position:</b>			



## FINANCE OFFICER CERTIFICATION

I certify to the best of my knowledge and belief that:

- a) The information provided is correct; and no other specific Exchequer grants, other grants or contributions have been or will be payable for the expenditure in respect of the Grant Amount being claimed,
- b) The expenditure has been incurred only for the purposes set out in the Grant Agreement for the above Grant stream.

<b>Signature:</b>			
<b>Name (printed):</b>		<b>Date:</b>	
<b>Position:</b>			

Home Office sign off:

<b>Signature:</b>			
<b>Name (printed):</b>		<b>Date:</b>	
<b>Position:</b>			



### ANNEX C – AUTHORISED REPRESENTATIVES

The following are the current list of the Authority's staff designated as authorised representatives:

For the Authority	Position	Address	Telephone	E-mail
Lauren Diffey	Grant Sponsor	2 Marsham Street London SW1P 4DF	02070353011	pccpartnersenquiries@homeoffice.gov.uk
Samuel Taylor	Business Contact	2 Marsham Street London SW1P 4DF	02070355773	pccpartnersenquiries@homeoffice.gov.uk

The following are the current list of the Recipient's Staff designated as authorised representatives:

For the Recipient	Position	Address	Telephone	E-mail
Claire Bell	Project Manager	County Hall, Matlock DE4 3EG	01629 538756	claire.bell@derbyshire.gov.uk
Roy Ackrill		County Hall, Matlock DE4 3EG	01629 538327	roy.ackrill@derbyshire.gov.uk

**ANNEX D – DELIVERY PROPOSAL**

*NOT USED (DIRECT AWARD)*

## ANNEX E – LIMITATIONS ON FUNDING USE AND INELIGIBLE EXPENDITURE

- 1.1 The Recipient shall not use the Grant to engage as a Delivery Partner, nor otherwise engage with Third Parties known to demonstrate vocal or active opposition to fundamental British values<sup>5</sup>, including democracy, the rule of law, individual liberty and mutual respect and tolerance of different faiths and beliefs. This includes those who make extremist calls for the death of members of our armed forces, whether in this country or overseas.
- 1.2 The Grant may not be used to
- pay for lobbying (via an external firm or in-house staff) in order to undertake activity that intends or attempts to influence Parliament or Crown Bodies or political parties, for example, attempting to influence legislative or regulatory action; or, the awarding or renewal of contracts and grants; or attempting to influence legislative or regulatory action, or
  - enable one part of government to challenge another on topics unrelated to the Purpose, or
  - petition the Authority or other Third Parties for additional funding, or
  - pay expenses, such as entertaining, specifically aimed at exerting undue influence to change government policy.
- 1.3 No aspect of the activity funded by the Authority may be party-political in intention, use, or presentation.
- 1.4 The Grant may not be used to support or promote activities of an exclusively religious nature. This will not include activity designed to improve inter-faith relationships or working.
- 1.5 The Recipient is not permitted to charge, apply fees to or require payment for any activity provided in connection with this Agreement or otherwise use the Grant to undertake or engage in activities that result in commercial gain or profit.
- 1.6 The Recipient shall not make a profit in its use of the Grant. For the avoidance of doubt, no profit, dividends, bonuses and/or any similar or equivalent benefit will be paid to Staff.
- 1.7 To comply with the Cabinet Office' spend control<sup>6</sup> requirements, the Recipient:
- must seek permission from the Authority prior to any proposed expenditure on advertising, communications, consultancy or marketing either in connection with, or using the Grant; and

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<sup>5</sup> An opposition to fundamental British Values is to go against universal human rights, gender equality, equality of opportunity, democracy, the rule of law, respect for the rights of different religions and beliefs, freedom of speech.

<sup>6</sup> <https://www.gov.uk/government/collections/cabinet-office-controls>

- should provide evidence that any marketing, advertising, communications and consultancy expenditure carried out in connection with, or using the Grant will deliver measurable outcomes that meet the government objective to secure value for money.

1.8 Other examples of expenditure, which are prohibited, include the following:

- interest payments or service charge payments for finance leases;
- gifts;
- the writing-off of debts or other liabilities owed to it;
- statutory fines, criminal fines or penalties civil penalties, damages or any associated legal costs;
- bad debts to related parties;
- to secure mortgages or loans or other debt-funding;
- payments for unfair dismissal or other compensation;
- depreciation, amortisation or impairment of assets owned by the Recipient;
- the acquisition or improvement of Assets by the Recipient.

**GRANT VARIATION NOTICE (TEMPLATE)**

Agreement Title	FOR THE PROVISION OF POLICE AND CRIME PANELS
Between	The Secretary of State for the Home Department, (hereinafter called "the Authority") & Derbyshire County Council ("the Recipient")
Variation Number	
Variation	Means the amendments to the Grant Agreement contained in this form
Date Effective From	

In accordance with the provisions of Article 18, the Parties hereby agree that the Grant Agreement be varied as follows:

No.	Heading	Location	Variation
1			
2			
3			

- Words and expressions in this Grant Variation Notice shall have the meanings given to them in the Grant Agreement.
- The Grant Agreement, including any previous Grant Variation Notices, shall remain effective and unaltered except as amended by this Grant Variation Notice.

Signed on behalf of the Authority

Signed on behalf of the Recipient

Signature

Signature

Name

Name

Title

Title

Date

Date

## ANNEX F – CHANGE CONTROL RECORD

Grant Agreement Version	Variation Reference	Agreed	Dated
v1.0	Not applicable	16/08/2019	16/08/2019



**Home Office**

**GRANT AGREEMENT**

**between**

**THE SECRETARY OF STATE FOR THE HOME DEPARTMENT**

**and**

**DERBYSHIRE COUNTY COUNCIL**

**FOR THE PROVISION OF POLICE AND CRIME PANELS**

**FOR THE PERIOD 01 APR 2020 TO 31 MAR 2021**

**HOME OFFICE  
Policing Directorate  
Crime, Policing and Fire Group  
6<sup>th</sup> Floor Fry Building  
2 Marsham Street  
London SW1P 4DF**

## CONTENTS PAGE

<b>CONTENTS PAGE</b> .....	1
<b>HOME OFFICE GRANT TERMS AND CONDITIONS</b> .....	3
<b>Introduction</b> .....	3
<b>Definitions and Interpretations</b> .....	3
<b>Grant Offer</b> .....	6
<b>Amount of the Grant</b> .....	6
<b>Timing of the Grant</b> .....	7
<b>Managing the Grant</b> .....	8
<b>Records to be kept</b> .....	9
<b>Eligible and Ineligible Expenditure</b> .....	10
<b>Audit and inspection</b> .....	10
<b>Lawful conduct, equal opportunities, use of volunteers and activities funded by the Grant</b> .....	11
<b>Conflict of interest and financial or other irregularities</b> .....	13
<b>Procurement procedures</b> .....	13
<b>Insurance coverage</b> .....	15
<b>Indemnity</b> .....	15
<b>Intellectual Property Rights and Branding</b> .....	16
<b>Breach of Grant Conditions</b> .....	16
<b>Funding Period and Termination including Consequences</b> .....	18
<b>Amendments to the Grant Agreement</b> .....	20
<b>Confidentiality</b> .....	20
<b>Data Protection, Data Sharing, Information Acts, Publicity and Transparency</b> .....	21
<b>Notices</b> .....	22
<b>Contract (Rights of Third Parties) Act 1999</b> .....	22
<b>Dispute Resolution</b> .....	22
<b>Governing Law</b> .....	23
<b>ACCEPTANCE OF GRANT</b> .....	23
<b>SCHEDULE 1 – THE PURPOSE</b> .....	25
<b>The Project</b> .....	25
<b>Background</b> .....	25
<b>Key Deliverables</b> .....	25
<b>Key Roles and Responsibilities</b> .....	25
<b>Indicative Expenditure Breakdown</b> .....	26
<b>SCHEDULE 2 – PAYMENT AND REPORTING SCHEDULE</b> .....	27



<b>SCHEDULE 3 – IN-YEAR MONITORING INFORMATION REQUIREMENTS</b>	28
Key Performance Indicators	28
Reporting	28
Annual Review	29
<b>SCHEDULE 4 – OUTTURN FORECAST</b>	29
<b>SCHEDULE 5 – DATA SHARING PROTOCOL (DSP)</b>	31
<b>SCHEDULE 6 – GENERAL DATA PROTECTION REGULATION (GDPR)</b>	31
<b>SCHEDULE 7 – AID DIVERSION</b>	31
<b>ANNEX A</b>	32
Grant Claim Form	32
<b>ANNEX B</b>	34
Outturn Statement	34
<b>ANNEX C</b>	36
Authorised Representatives	36
<b>ANNEX D</b>	37
Delivery Proposal	37
<b>ANNEX E</b>	38
Limitations on Funding Use and Ineligible Expenditure	38
<b>ANNEX F</b>	40
Change Control Record	40
Grant Variation Notice (Template)	41
<b>ANNEX G</b>	42
Grant Funding Letter	42
<b>ANNEX H</b>	43
Clarification Response Log	43

## HOME OFFICE GRANT TERMS AND CONDITIONS

This **Grant Agreement** is made on **29 May 2020**

**Between:**

- (1) The Secretary of State for the Home Department acting on behalf of the Crown through the Home Office's Police Strategy and Reform Unit whose principal address is at 2 Marsham Street, London SW1P 4DF (the "**Authority**")

**AND**

- (2) Derbyshire County Council whose principal address is at County Hall, Matlock DE4 3EG (the "**Recipient**").

### IN RELATION TO THE PURPOSE:

**Project Name:** Police and Crime Panels

**Project Reference:** 17

**Project Description:** to maintain a police and crime panel for the Derbyshire police force area as fully detailed in Schedule 1 (the "**Purpose**").

#### 1. Introduction

- 1.1. The Authority is exercising the power conferred to it by section 31 of the Local Government Act 2003 to make awards of grant funding.
- 1.2. This agreement (the "**Grant Agreement**") sets out the legally binding terms and conditions which apply to the Authority providing the Grant and to the Recipient receiving the Grant. It consists of twenty-four (24) Clauses, four (4) Schedules and seven (7) Annexes.
- 1.3. It is supplementary to the Grant Funding Letter (as defined below) and replaces any previously agreed grant terms and conditions between the Authority and the Recipient to deliver the Police and Crime Panel.
- 1.4. The Recipient must be cognisant of, and act in accordance with, any devolved policy bulletins, enactments, orders, statutes, regulations or other similar instruments as appropriate. For example, where the Purpose is delivered in Wales, it must be provided in such a way as to not treat the Welsh language less favourably than English, in accordance with the Welsh Language (Wales) Measure 2011.

#### 2. Definitions and Interpretations

- 2.1. In this Grant Agreement:  
**"Advance of Need"** means a payment made ahead of the relevant expenditure being identified;

“**Annex**” means the annexes attached to this Grant Agreement;

“**Asset**” means any physical item, group of items, or financial asset purchased, donated or developed together, which cost more than £5,000 (five thousand pounds and no pence), excluding VAT, or has a continuous useful life of 12 (twelve) Months or more, and is purchased wholly or partially using the Grant;

“**Authorised Representatives**” means the duly authorised officers, directors, employees etc of either Party as recorded in Annex C;

A “**Calendar Day**” means any calendar day, Sunday through Saturday inclusive;

“**Clause**” means the clauses in these Terms and Conditions which form part of this Grant Agreement;

“**Commencement Date**” means the date on which the Grant Agreement comes into effect and from which Eligible Expenditure may be claimed, being 01 April 2020;

“**Controller and Processor**” take the meaning given in the GDPR;

“**Data Incident**” means any circumstance which results in the loss, theft or inappropriate disclosure of information obtained as a result of pursuing the Purpose to a third party whether by accident or intention;

“**Data Protection Legislation**” means (i) the General Data Protection Regulations (‘GDPR’) 2016/679 including the Law Enforcement Directive, (ii) the Data Protection Act 2018 (‘DPA 2018’) to the extent that it relates to the processing of Personal Data and privacy, and (iii) all applicable Law about the processing of Personal Data and privacy;

“**Delivery Partner**” means any Third Party, who is not a Beneficiary, whether an organisation or an individual, working with the Recipient, and remunerated by the Recipient from the Grant, to deliver the Purpose;

“**Eligible Expenditure**” means all costs, expenses, liabilities and obligations that are related to, incurred by or arise out of the delivery, activities and operations of the Purpose by the Recipient from the Commencement Date, and which comply in all respects with the eligibility rules set out in this Grant Agreement as determined by the Authority at its sole discretion;

A “**Finance Officer**” means a treasurer, finance officer or other officer of equivalent standing of the Recipient, and a Senior Finance Officer shall hold suitable position and authority.

The “**Funding Period**” means the period for which the Grant is provided from the Commencement Date to 31 March 2021.

The “**Grant**” means the grant payable by the Authority to the Recipient under the terms of this Grant Agreement, the amount of which (the “**Grant Amount**”) shall not be more than sixty-seven thousand, one hundred pounds (£67,100).

**“Grant Claim”** means a payment request submitted on the form found at Annex A by the Recipient to the Authority detailing its claim for Eligible Expenditure;

The **“Grant Funding Letter”** means the letter dated 29 May 2020 from the Authority to the Recipient which sets out supplementary information in relation to the Grant, a copy of which is set out in Annex G;

**“Grant Sponsor”** means the individual who has been nominated by the Authority to be the principal point of contact for the Recipient in relation to the Grant Agreement and whose name is recorded in Annex C;

**“Ineligible Expenditure”** means expenditure which is not Eligible Expenditure and as further detailed in Annex E;

**“Law”** means any applicable law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements of any regulatory body, delegated or subordinate legislation;

A **“Mediator”** means any independent person/body appointed by both Parties to mediate upon any dispute.

A **“Month”** means any calendar month;

An **“Outturn Statement”** means the detailed end of year monitoring report template found at Annex B to be submitted by the Recipient to the Authority containing a full breakdown of expenditure and income for the entire Funding Period;

A **“Party”** means a signatory to this Grant Agreement;

**“Personal Data”** has the meaning given to it in the Data Protection Legislation;

**“Schedule”** means the Schedules attached to this Grant Agreement;

**“Third Party”** means any party whether person or organisation other than the Authority or the Recipient; and

A **“Working Day”** means any day from Monday to Friday (inclusive) which is not specified or proclaimed as a bank holiday in England and Wales pursuant to section 1 of the Banking and Financial Dealings Act 1971 including Christmas Day and Good Friday; and

- 2.2. In this Grant Agreement, unless the context otherwise requires:
- a. References to the singular include the plural, and vice versa;
  - b. References to a gender include the other gender and the neuter;
  - c. References to a person include an individual, company, body corporate, corporation, unincorporated association, firm partnership or other legal entity or Crown Body;
  - d. References in this Grant Agreement to Clauses, Appendices, Annexes and the Schedule are references to the clauses, sub-

clauses, appendices annexes and schedule to this Grant Agreement;

- e. The headings in this Grant Agreement are for ease of reference only and shall not affect the interpretation or construction of this Grant Agreement;
- f. References to an Act of Parliament or any Law shall be deemed to include any subordinate legislation of any sort made, or as amended, extended, consolidated or re-enacted from time to time under that Act;
- g. Any references to policy bulletins, enactments, orders, statutes, regulations or other similar instruments shall be construed as a reference to the policy bulletin, enactment, order, statute, regulation or instrument as amended or replaced by any subsequent policy bulletin, statute, enactment, order, regulation, or instrument;
- h. Nothing in this Grant Agreement shall be deemed to constitute a partnership or agency relationship between the Parties at any time.

### **3. Grant Offer**

- 3.1. Subject to the Recipient complying with this Grant Agreement, the Authority offers to reimburse the Recipient as a contribution towards its Eligible Expenditure.
- 3.2. The Recipient acknowledges that the Authority agrees to fund it only for the Grant Amount, the Funding Period and for the Purpose specified in this Grant Agreement and the Grant Funding Letter.

### **4. Amount of the Grant**

- 4.1. The Authority has agreed funding of up to the Grant Amount; the Grant Amount will not be increased in the event of any overspend by the Recipient in its delivery of the Purpose.
- 4.2. It is the Recipient's responsibility to ensure that its receipt, management and expenditure of the Grant complies with all tax requirements in force at the time and for the duration of the Grant Agreement.
- 4.3. The Recipient acknowledges that the Grant and any Eligible Expenditure claimed are not paid as a consideration for any taxable supply for VAT purposes. The Grant Amount and any Eligible Expenditure claimed are therefore deemed to be inclusive of all VAT chargeable, and the Parties agree that the Authority's obligation does not extend to paying any additional amounts in respect of VAT.
- 4.4. The Recipient acknowledges that unless explicitly agreed by the Authority in writing in advance, the Grant will not be used to meet the cost of any import, customs duties or any other taxes or similar

charges applied by non-UK governments or by any non-UK local public authority.

## **5. Timing of the Grant**

- 5.1. Grant Claims will be paid in accordance with the payment profile detailed in Schedule 2 within thirty (30) Calendar Days of the receipt and agreement of a correctly submitted Annex A and all supporting monitoring information as set out in Schedule 3.
- 5.2. The Authority shall have no liability to the Recipient for any Losses caused by a delay in the approval of, or amendment to, Eligible Expenditure howsoever arising.
- 5.3. In order for the Grant to be released, the Authority will require the Recipient to:
  - a. have signed and returned a copy of this Grant Agreement to the Authority, and
  - b. have provided the appropriate bank details, and
  - c. be in compliance with the Grant Agreement throughout the period for which Eligible Expenditure is being claimed.
- 5.4. Payments will be made by BACS using account details that the Recipient must supply to the Authority. The Recipient is responsible for ensuring that the Authority has been notified of its correct bank account details and any subsequent changes. Original notification of, and all subsequent amendments to, the Recipient's bank details must be provided on its own headed notepaper duly signed by a Senior Finance Officer.
- 5.5. The information which the Recipient must supply to the Authority to allow BACS payments is as follows:

### **Recipient Address Details**

1. Registered address
2. Credit Control/Finance Address

### **Contact Details**

1. Email address for purchase orders
2. Email address for remittance advice
3. Email address for invoice queries
4. Telephone Number for Accounts Receivable/Credit Control

### **Payment Details**

1. Bank Name
2. Branch name and address
3. Company Bank Account Name
4. Bank Account Number
5. Bank Account Sort Code

5.6. The Authority is not permitted to pay the Grant in Advance of Need. If the Authority reasonably believes that payment is being made in Advance of Need, it may change the timing and/or the amount of any outstanding Grant payments.

5.7. Nothing in this Grant Agreement shall oblige the Authority to reimburse claims against the Grant beyond the Funding Period.

## **6. Managing the Grant**

6.1. Each Party shall record the contact details of their Authorised Representatives at Annex C. At a minimum these must be the Grant Sponsor and Project Manager.

6.2. The Recipient shall:

- a. have a sound administration and audit process, including financial safeguards against fraud, theft, money laundering, counter-terrorist financing or any other impropriety or mismanagement in connection with the administration of the Grant,
- b. ensure that the adequacy of the systems in place are subject to independent audit, the results of which must be shared with the Authority, and
- c. ensure that appropriate professional arrangements are put in place for the management of the Grant and the reporting of expenditure.

6.3. 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.

6.4. Monies and income derived from Third Parties as Supplementary Funding shall not constitute the Grant and will be accounted for, identified and reported on separately.

6.5. The Recipient may not vire (move) funds between this Grant and other grants made to it.

6.6. 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.

6.7. In support of Grant Claims, and in accordance with the monitoring and reporting requirements detailed in Schedule 3, using the template at Annex A the Recipient shall provide the Authority with biannual narrative reports detailing progress against critical success factors; these should also include headline financial reconciliations highlighting spend and any significant financial variances, underspend or overspend.

6.8. At the end of each Funding Period, the Recipient shall submit an Outturn Statement to the Authority. This Outturn Statement must:

- a. be in the format set out in Annex B, and
- b. be signed by a Finance Officer.

- 6.9. The Authority may ask the Recipient to clarify information provided to it. If so, the Recipient shall comply with any such request.
- 6.10. The Authority may at its discretion provide the Recipient with feedback on the adequacy of any report or claim and may also require the Recipient to re-submit a report or claim, having taken into account any issues raised in the Authority's feedback.
- 6.11. The Recipient shall promptly notify and repay to the Authority any overpayment or monies incorrectly paid to it. This includes (without limitation) situations where either an incorrect sum of money has been paid or where Grant has been paid in error before the Recipient has complied with all conditions attaching to the Grant.
- 6.12. The Recipient shall be mindful of the UK Government's "Greening Government Commitments"<sup>1</sup> both current and as revised, updated or amended, and ensure that all its activities and those of its Delivery Partners are delivered in accordance with these.
- 6.13. The Recipient shall have appropriate and proportionate contingency plans in place to ensure continuity of delivery of the Purpose, and the Authority shall have sight of these contingency plans and shall have the right to request assurance from the Recipient as to their implementation, where necessary, to ensure continuity of delivery of the Purpose.
- 6.14. The Recipient should ensure it has in place suitable measures for the orderly management of its business operations following the expiry or termination of this Grant Agreement howsoever caused.

## **7. Records to be kept**

- 7.1. The Recipient shall maintain and operate effective monitoring and financial management systems, and keep a record of all:
  - a. Eligible Expenditure and retain all accounting records relating to the Eligible Expenditure for a period of at least seven (7) years after the end of the Funding Periods. Accounting records should include: original invoices, receipts, minutes from meetings, accounts, deeds, interest accrued, returns on investments, income generated, Supplementary Funding received and any other relevant documentation, whether in writing or electronic form, and
  - b. gifts, both given and received, in connection with the Purpose.
- 7.2. Where the Recipient is paying Grant monies to Delivery Partners, and any Delivery Partner(s) wish to retain such original documentation, the Recipient should obtain from the Delivery Partner(s):
  - a. certified copies of the accounting documents justifying income and expenditure incurred by the Delivery Partner(s) in relation to

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<sup>1</sup> <https://www.gov.uk/government/publications/greening-government-commitments-2016-to-2020/greening-government-commitments-2016-to-2020>



the Purpose,

- b. an annual, written statement, signed by the Delivery Partner's treasurer or equivalent senior finance officer, of how the money was spent, and
- c. a signed undertaking that the Delivery Partner will retain such documents for the period prescribed above.

7.3. The Grant may not be used to purchase capital items or Assets.

## **8. Eligible and Ineligible Expenditure**

8.1. Eligible Expenditure is expenditure incurred by the Recipient in managing, administering and delivering the Purpose. The Recipient may not use the Grant for any activities other than those required to achieve the Purpose and as more fully described in Schedule 1, or as approved in writing by the Authority.

8.2. Annex E describes in more detail examples of Ineligible Expenditure.

8.3. The following costs/payments will be classified as Eligible Expenditure if incurred in delivering the Purpose:

- a. fees charged or to be charged to the Recipient by the external auditors/accountants for reporting/certifying that the Grant paid was applied for its intended purposes, for example an Independent Assurance Statement,
- b. giving evidence to Parliamentary Select Committees in connection with the Purpose or this Grant Agreement,
- c. attending meetings with government ministers or civil servants to discuss the progress of a taxpayer funded grant scheme.

## **9. Audit and Inspection**

9.1. The Recipient shall comply with the international accounting standards.

9.2. The Recipient shall ensure that the Grant falls within the scope of audit as part of the Recipient's annual internal and external audit programme.

9.3. The value and purpose of the Grant shall be identified separately in the Recipient's audited accounts (or the notes thereto). Should the Recipient's annual turnover fall below the threshold that is the minimum legal requirement for formal external audit (currently £10.2 million) then an Independent Assurance Statement must be signed off by either an external auditor or an independent qualified accountant.

9.4. On request, the Recipient will send the Authority a copy of its, or its Delivery Partners, latest audited accounts, or a cashflow statement and forecast. This should be:

- a. a hard copy sent by traditional post, or

- b. an electronic copy sent by email (e.g. a hyperlink to a public facing website, or PDFs of the document(s)).
- 9.5. The Recipient shall, without charge, permit any officer or officers of the Authority, agents, external auditing bodies (e.g. European Court of Auditors, National Audit Office or Public Sector Audit Appointments) or their nominees, access to its Staff, premises, facilities and records and shall, if so required, provide appropriate oral or written explanations from them, for the purpose of examining, discussing, monitoring and evaluating the Recipient's fulfilment of the conditions of this Grant Agreement and the economy, efficiency and effectiveness with which the Grant has been used.
- 9.6. Further to Clause 9.5, any officer or officers of the Authority, external auditing bodies (e.g. European Court of Auditors, National Audit Office or Public Sector Audit Appointments) or their nominees, may also 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.
- 9.7. The Authority shall endeavour, but is not obliged, to provide due notice of its intent to undertake the activities described in Clauses 9.5 and 9.6.
- 9.8. The Recipient agrees to make available immediately to the Authority, free of charge, and whenever requested, copies of audit reports obtained by the Recipient in relation to the Purpose or other aspect of the Grant Agreement.
- 9.9. In all cases, the Recipient shall supply the Authority with all such financial information, as is reasonably requested from time-to-time, on an open book basis.

**10. Lawful conduct, equal opportunities, use of volunteers and activities funded by the Grant**

- 10.1. The Recipient shall ensure that all reasonable steps have been taken to ensure that it and any Delivery Partner acting on its behalf complies with all applicable Laws and shall possess all the necessary qualifications, licences, permits, skills and experience to discharge their responsibilities effectively, safely and in conformance with any applicable Law for the time being in force (so far as binding on the Recipient and/or the Delivery Partner).
- 10.2. The Recipient shall ensure that it, and any Delivery Partner, has relevant organisational policies in place to deliver the Purpose. These should cover, but not be limited to: whistleblowing; safeguarding; diversity and equality; environmental; data protection; and information security, and shall remain current for the duration of the Funding Period and be reviewed regularly by appropriately senior Staff and confirmed by the board or Trustee(s). All Staff must be aware of these policies and of how to raise any concerns.

- 10.3. The Recipient shall take all reasonable steps to ensure that it and anyone acting on its behalf do not bring the Authority or the grant into disrepute for instance by reason of prejudicing the Purpose and/or being contrary to the interests of the Authority.
- 10.4. In particular, the Authority has a zero-tolerance approach towards sexual exploitation, abuse and all forms of bullying, harassment and discrimination, especially for those who have a protected characteristic under the Equality Act 2010 (sexual orientation, race, religion, age, disability, sex, gender reassignment, marriage/civil partnerships and maternity/pregnancy) as well as gender identity. The Recipient will immediately contact the Grant Sponsor to report any credible suspicions, or actual incidents, of sexual exploitation, abuse or harassment related to this Grant Agreement or which would be of significant impact to the Authority or other Crown Body. For example, any event that affects the governance or culture of the Recipient, such as those related to senior management, must be reported.
- 10.5. Any event notified to the Authority under Clauses 10.3 and/or 10.4 may be investigated by the Authority or a duly nominated representative or agent. The Recipient will fully co-operate with any investigation.
- 10.6. The Recipient shall comply fully with the Code of Conduct for Recipients of Government General Grants (the 'Code of Conduct')<sup>2</sup>. It will ensure that Staff are made aware of their obligations and undertake their duties when delivering the Purpose in a manner consistent with the principles outlined in the Code of Conduct.
- 10.7. Before entering into any agreement with a Third Party offering Supplementary Funding towards delivery of the Purpose, the Recipient must:
  - a. ensure that robust due diligence processes (similar to that set out in Clause 12.2), regarding both the prospective donor and the source of the monies, have been undertaken, and
  - b. inform the Authority of these details including, but not necessarily limited to, the source, value, scope, nature and any conditions of the Supplementary Funding.
- 10.8. Following receipt of information in accordance with Clause 10.7, the Authority shall, at its sole discretion, confirm in writing whether the use of the Supplementary Funding for the Purpose is acceptable to it. In instances where the Authority does not agree the Supplementary Funding can be used, for example by reason of prejudicing or conflicting with the Purpose and/or being contrary to the interests of the Authority, the Recipient must confirm in writing (i) what it intends to do with the Supplementary Funding, and (ii) that it will not use the Supplementary Funding to deliver the Purpose.
- 10.9. The Recipient agrees and accepts that it may become ineligible for grant support and be required to repay all or part of the Grant – not

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<sup>2</sup> <https://www.gov.uk/government/publications/supplier-code-of-conduct>

limited to any Unspent Monies – if it engages in tax evasion or aggressive tax avoidance in the opinion of HMRC.

## **11. Conflict of interest and financial or other irregularities**

- 11.1. The Recipient and its Staff shall take all reasonable steps to avoid any actual or perceived bias or conflicts of interest in respect of the Grant or the Purpose.
- 11.2. Neither the Recipient nor its Delivery Partners shall engage in any personal, business or professional activity which conflicts or could conflict with any obligations in relation to the Agreement.
- 11.3. The Recipient must set up formal procedures to require all Staff to avoid any potential conflict of interest and 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.
- 11.4. 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 Authority immediately, explain what steps are being taken to investigate the suspicion, and keep the Authority informed about the progress of the investigation.
- 11.5. For the purposes of Clause 11.4, "financial irregularity" includes (but is not limited to) potential fraud or other impropriety, mismanagement, bribery, corruption and the use of the Grant for purposes other than those stipulated by the Authority in this Grant Agreement.
- 11.6. The Recipient agrees that it will not apply for or obtain, and will assure that any Beneficiary, or Delivery Partner, is not in receipt of or does not apply for or themselves obtain, Duplicate Funding. The Authority may refer the Recipient, Beneficiary or a Delivery Partner to the police should it dishonestly and intentionally obtain Duplicate Funding to deliver the Purpose.
- 11.7. The Recipient shall not offer or give, or agree to give, to the Authority or any other public body or any person employed by or on behalf of the Authority or any other public body any gift or consideration of any kind as an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Grant Agreement or any other contract with the Authority or any other public body, or for showing or refraining from showing favour or disfavour to any person in relation to the Grant Agreement or any such contract.

## **12. Procurement procedures**

- 12.1. In procuring any works, goods or services or otherwise disbursing the Grant, the Recipient shall follow its own procurement guidelines to secure value for money and shall apply the principles of non-

discrimination and equal treatment, transparency, mutual recognition and proportionality in all purchases of goods and services.

- 12.2. Prior to the award of onward funding or a contract or other legal form of agreement to a Delivery Partner, the Recipient shall ensure that it carries out a thorough and proportionate documented due diligence process to understand an organisations' financial status, viability and capability; technical skills and capacity; operational and commercial processes and procedures; background and history (fraud risk, money laundering, terrorism, modern slavery etc); and ensure the payment is not duplicate funding.
- 12.3. When procuring or entering into an arrangement with a Delivery Partner, the Recipient shall be mindful of the intent, and apply the spirit, of the:
  - a. Government Functional Standard for General Grants<sup>3</sup>, and
  - b. Compact in all its dealings with Civil Society Organisations.
- 12.4. Where the Recipient enters into a contract (or any other form of agreement) with a Delivery Partner for the provision of any part of the Purpose, the Recipient shall ensure that such terms are included in the agreement which:
  - a. requires the Recipient to pay all sums due to the Delivery Partner within a specified period not exceeding thirty (30) Calendar Days from the date of receipt of a validated invoice or claim request as defined by the terms of the agreement,
  - b. enable the Recipient to recover unspent or misused funds in accordance with this Grant Agreement,
  - c. ensure that all funded activities are fully reported on,
  - d. comply with all the Authority's positions and policies referred to in this Grant Agreement, and
  - e. provide the Authority with an up-to-date, unredacted, signed copy of any agreement, including any amendments, entered into upon request.
- 12.5. Onward payment of the Grant to Beneficiaries and the use of Delivery Partners shall not relieve the Recipient of any of its obligations under this Grant Agreement, including any obligations to repay the Grant.
- 12.6. The Recipient shall remain responsible at all times for paying the Delivery Partner. The Authority shall have no responsibility for paying a Delivery Partner's invoice or claim request.
- 12.7. If the Authority becomes aware that the Recipient has failed to pay a Delivery Partner's undisputed invoice or Beneficiary's claim request within thirty (30) Calendar Days of receipt, the Authority shall be entitled to publish the details of the late or non-payment (including on government websites and in the press).

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<sup>3</sup> <https://www.gov.uk/government/publications/grants-standards>

- 12.8. Prior to Commencement, the Recipient shall provide the Authority with a list of all identified Delivery Partners and must thereafter provide written notification in advance of any planned changes to this list whether additions, removals or replacements of Delivery Partners.
- 12.9. In accordance with Clause 12.1, where the Recipient follows a sole source, single tender or other direct award procedure above £5,000 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,
  - 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.
- 12.10. The Recipient shall not carry out any activities that could be constituted as state-aided and nor shall it pay illegal State Aid to any organisation or individual<sup>4</sup>. The Recipient will maintain appropriate records of its compliance with the state-aid Law requirements.

### **13. Insurance coverage**

- 13.1. The Recipient shall ensure that appropriate and adequate insurance arrangements (including but not limited to public liability insurance or an equivalent policy) are in place to deliver the Purpose and shall provide evidence of such insurance to the Authority on request. This includes the Loss or personal injury to persons undertaking activities in furtherance of the Purpose

### **14. Indemnity**

- 14.1. The Authority accepts no liability to the Recipient or to any Third Party for any costs, claims, damage or Losses, howsoever they are incurred, except to the extent that they arise from personal injury or death which is caused by the Authority's negligence.
- 14.2. The Recipient agrees to indemnify the Authority 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.
- 14.3. Neither Party shall be liable for any delays in performing or failure to perform any of its obligations under this Grant Agreement if such delay or failure is caused by a force majeure event, such as acts of God, civil disorder, military action, acts of terrorism, natural disaster and other circumstances which are beyond the reasonable control of either Party, but excluding any industrial dispute. In such event,

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<sup>4</sup> <https://www.gov.uk/guidance/state-aid>

either Party will give immediate notice in writing to the other Party of the existence of such cause or event and of the likelihood of delay.

- 14.4. Nothing in this Grant Agreement limits any liability which cannot legally be limited, including (but not limited to) liability for:
  - a. death or personal injury caused by negligence; and
  - b. fraud or fraudulent misrepresentation.

## **15. Intellectual Property Rights and Branding**

- 15.1. The Parties shall retain exclusivity in their own Background Intellectual Property Rights (IPRs).
- 15.2. Unless otherwise agreed in writing, the Recipient shall own all IPR created using the Grant. However, the Recipient shall grant to the Authority at no cost a non-exclusive irrevocable, royalty-free perpetual worldwide license to use and to sub-license the use of any material or IPR created by the Recipient whether partially or wholly funded from the Grant for such purposes as the Authority shall deem appropriate.
- 15.3. Ownership of Third Party software or other IPR necessary to deliver the Purpose will remain with the relevant Third Party.
- 15.4. Neither Party shall have the right to use any of the other Party's names, logos, branding or trade marks on any of its products or services without the other Party's prior written consent.
- 15.5. The Recipient shall seek approval from the Authority prior to using the Authority's logo when acknowledging the Authority's financial support of its work. Such acknowledgements (where appropriate or as requested by the Authority) shall include the Authority's name and logo (or any future name or logo adopted by the Authority) using the templates provided by the Authority from time to time.
- 15.6. When using the Authority's name and logo, the Recipient will comply with all reasonable branding guidelines as issued by the Authority from time-to-time.
- 15.7. The Authority may freely share any information, branding, know-how, system or process developed using the Grant during the Funding Period and beyond to support similar or subsequent projects.

## **16. Breach of Grant Conditions**

- 16.1. 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 16.2 occur, then, subject to the provisions made in Clauses 16.3 to 16.5, the Authority may reduce or suspend, or withhold Grant payments, require all or any part of the Grant to be repaid and/or terminate this Grant Agreement with immediate effect. The Recipient must repay any amount required to be repaid under this Clause 16

within thirty (30) Calendar Days of receiving any such demand for repayment.

- 16.2. The events referred to in Clause 16.1 are as follows:
- a. the Recipient purports to transfer, novate, assign or otherwise dispose of the whole or any part of its rights, interests or obligations arising under this Grant Agreement without the written agreement in advance of the Authority,
  - b. the Recipient has not submitted reports, information, or other documentation within the required timescales when reasonably requested by the Authority,
  - c. 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 Authority considers to be material,
  - d. the Recipient takes inadequate measures to investigate and resolve any reported irregularity,
  - e. the Recipient ceases to operate and/or changes the nature of its operations to an extent which the Authority considers to be significant or prejudicial,
  - f. the Recipient is subject to
    - a proposal for a voluntary arrangement,
    - has a petition for an administration order, or a winding-up order brought against it,
    - passes a resolution to wind up,
    - makes any composition, arrangement, conveyance or assignment for the benefit of its creditors, or purports to do so,
    - is subject to the appointment of a receiver, administrator or liquidator
  - g. the Authority considers that the Recipient has not made satisfactory progress with its delivery of the Purpose; or
  - h. the Recipient fails to comply with the provisions regarding State Aid,
  - i. the Recipient (or a Beneficiary or a Delivery Partner) is in receipt of Duplicate Funding, or
  - j. the Recipient receives Supplementary Funding and fails to comply with its obligations set out Clauses 10.7 and 10.8, or
  - k. the Recipient breaches the Code of Conduct and/or fails to report an actual or suspected breach of the Code of Conduct by the Recipient, its Staff, Delivery Partner(s), Beneficiary or other Third-Party involved in achieving the Purpose.



- 16.3. It is hoped that most difficulties encountered by the Recipient can be overcome with the advice and support of the Authority. Where the Authority reasonably believes that the Recipient may be in breach of this Grant Agreement, the Authority will write to the Recipient giving particulars of its concern or of such breach.
- 16.4. The Recipient must act within thirty (30) Calendar Days (or earlier, depending on the severity of the problem) to address the Authority's concern or remedy the breach, and may consult the Authority or agree with it an action plan for resolving the problem. If the Authority is not satisfied with the steps taken by the Recipient to address its concern or remedy the breach, the Authority may exercise all or any of its rights under this Grant Agreement.
- 16.5. The Authority will act reasonably and proportionately (taking account of all of the circumstances) when exercising its rights under this Grant Agreement.
- 16.6. On termination of this Grant Agreement for any reason, the Recipient (as soon as reasonably practicably) shall return to the Authority any Assets or property or Unspent Monies (unless the Authority gives its written consent to their retention) then in its possession in connection with this Grant Agreement.

## **17. Funding Period and Termination including Consequences**

- 17.1. The Authority does not commit to renew or continue financial support to the Recipient beyond the final Funding Period.
- 17.2. Subject to Clauses 16.3 to 16.5, the Authority may terminate this Grant Agreement forthwith by serving a written notice on the Recipient if the Recipient is in material breach of its obligations arising from the Grant Agreement by:
  - a. using any part of the Grant for a purpose other than the Purpose,
  - b. making 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. failing to comply with any obligation arising from the Grant Agreement, or
  - d. failing to remedy any breach of this Grant Agreement.
- 17.3. The Recipient may terminate this Grant Agreement forthwith by serving a notice on the Authority in writing if it has made a written request for payment of a sum properly due (i.e. undisputed and validated) to it under this Grant Agreement and the Authority has failed to make payment of that sum within thirty (30) Calendar Days of receiving the request.
- 17.4. Notwithstanding Clauses 17.2 and 17.3, this Grant Agreement may be terminated by either Party giving the other at least three (3) Months (or other agreed time period) notice in writing.

- 17.5. With reference to Clause 17.3, and in the event that the Authority exercises its right to give notice of termination under Clause 17.4, the Authority shall reimburse the Recipient for any commitments, liabilities or Eligible Expenditure which represent an unavoidable direct Loss to the Recipient by reason of the termination of the Grant Agreement, provided that the Recipient takes all reasonable steps to mitigate such Loss.
- 17.6. In such an event, the Recipient shall submit a fully itemised and costed list of unavoidable direct Losses which it would seek to recover from the Authority, with supporting evidence, of such Losses reasonably and actually incurred by the Recipient as a result of a termination by the Authority in accordance with Clause 17.5.
- 17.7. Any payment due under Clauses 17.5 and 17.6 will be made within thirty (30) Calendar Days from receipt of a correctly submitted and verified invoice(s) but in any case upon completion to the Authority's satisfaction, and at the Recipient's sole cost, of any reasonable investigation required by the Authority of the costs detailed within the invoice(s). The Authority agrees that any such investigation shall be carried out as soon as reasonably practicable.
- 17.8. The right to reimbursement shall be excluded if termination of the Grant Agreement is enacted under the provisions set out in Clause 17.2 above or where the Recipient has exercised its right to give notice of termination under Clause 17.4. In such instances the Recipient shall return all Unspent Monies to the Authority.
- 17.9. The Authority may at any time serve notice upon the Recipient requiring it to cease using a particular Delivery Partner, the Authority will only do so where it has reasonable grounds to object to the continued use of such a Delivery Partner. Any such notice will be cognisant of the terms of Recipient's legally binding agreement and, where appropriate, the need for an alternative to be provided.
- 17.10. Although the Authority does not seek to exercise detailed control of the Recipient's activities, it must ensure that public money is protected and value for money achieved. Consequently, the Recipient shall, in accordance with this Grant Agreement, promptly provide such assistance and comply with such timetable as the Authority may reasonably require for the purpose of ensuring a smooth transfer of responsibility upon the expiry or other termination of the Grant Agreement. The Authority will look to the Recipient to provide such assistance as appropriate prior to the expiry or other termination of the Purpose.
- 17.11. Such assistance may include the delivery of documents and data in the possession or control of the Recipient which relate to the activities funded by the Grant.
- 17.12. Any termination of this Grant Agreement will 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 at the date of termination.

**18. Amendments to the Grant Agreement**

- 18.1. The Authority shall have the right to amend the Schedule 1 and/or Schedule 3 at any time provided that such amendment as required is related in nature to the Purpose and does not impose an additional cost or other material burden upon the Recipient. The Authority will endeavour to provide thirty (30) Calendar Days' written notice of any such amendment so required.
- 18.2. The Authority may on not less than thirty (30) Calendar Days' notice to the Recipient amend this Grant Agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.
- 18.3. Additionally, either Party may request in writing changes to the Grant Agreement during the Funding Period.
- 18.4. If the Parties cannot agree on the content of a change initiated under Clause 18.3 then the proposed change(s) will be withdrawn. In all events the Authority shall hold the final right of rejection.
- 18.5. Any amendments to this Grant Agreement and/or the Grant Funding Letter shall:
  - a. only be valid if they are documented using a Grant Variation Notice form duly signed by an Authorised Representative of both Parties, and
  - b. be recorded in Annex F.
- 18.6. The Grant Agreement itself shall be updated and re-issued bearing the next sequential version control reference.

**19. Confidentiality**

- 19.1. Nothing in this Clause 19 applies to information which is already in the public domain or the possession of the Recipient other than by reason of breach of this Clause 19.
- 19.2. The Recipient undertakes to keep confidential and not to disclose and to procure that its Staff keep confidential and do not disclose any information of a sensitive nature which it has obtained by reason of this Grant Agreement.
- 19.3. The Recipient shall not use any information which it has obtained as a result of delivering the Purpose (including, without limitation, any information relating to any Beneficiary) in any way which is inaccurate or misleading.
- 19.4. The Recipient shall ensure that when required any information of a sensitive nature, howsoever held, is securely disposed of in accordance with the Authority's directions. If additional budget is required, the Recipient will liaise with the Authority to agree costs in writing in advance of committing expenditure.

19.5. The provisions of this Clause 19 shall survive the termination of this Grant Agreement, however that occurs.

**20. Data Protection, Data Sharing, Information Acts, Publicity and Transparency**

20.1. The Recipient acknowledges that grant agreements issued by Crown Bodies may be published on a public facing website and that the Authority shall disclose payments made against this Grant Agreement in accordance with the UK Government's commitment to efficiency, transparency and accountability.

20.2. Where applicable, the Recipient and the Authority are required to comply at all times with its respective obligations under the Information Acts, any subordinate legislation made and any guidance issued by the Information Commissioner.

20.3. Where appropriate, the Recipient shall ensure that it has adequate provisions and controls in place to manage:

- a. Data and prevent data incidents
- b. the processing of data shared between itself and any Delivery Partner and/or Beneficiary (and vice versa), and
- c. compliance with its obligations arising from the Data Protection Legislation.

20.4. Nothing in Clause 19 (Confidentiality) shall prevent the Authority from sharing information obtained in relation to the Recipient with any Crown Body, provided that in disclosing information the Authority discloses only the information which is necessary for the purpose concerned and requests that the information is treated in confidence and that a confidentiality undertaking is given where appropriate.

20.5. The Recipient hereby acknowledges that a Crown Body receiving such information may further disclose the information to other Crown Bodies on the basis that the information is confidential and is not to be disclosed to a Third Party which is not a Crown Body.

20.6. The Authority may also disclose any information obtained from and about the Recipient for the purpose of the examination and certification of the Authority's accounts; or pursuant to section 6(1) of National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources.

20.7. The Recipient agrees to assist and cooperate with the Authority to enable the Authority to comply with its obligations under the Information Acts whenever a request is made for information which relates to or arises out of this Grant Agreement.

20.8. The Authority will take reasonable steps to notify the Recipient of a request for information to the extent that it is permissible and reasonably practical to do so. The Authority may also, but is not required to, consult with the Recipient regarding any requests for

information and take account of any comments made by the Recipient to determine any matters which either Party may consider as Commercially Sensitive Information or be otherwise exempt. This will inform the Authority's decision regarding any redactions or exemptions for which the Authority shall, at its absolute discretion and based on its own legal obligations, retain the final decision.

- 20.9. The Parties agree and acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the Information Acts, the content of the Agreement and the Purpose is not confidential.
- 20.10. The Recipient will comply with all reasonable requests from the Authority to facilitate visits, provide reports, statistics, photographs and case studies or any other such material that will assist the Authority in publicising the Purpose.

## **21. 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 if:
  - a. delivered by hand, upon receipt,
  - b. sent by pre-paid registered first-class post (providing it is not returned as undelivered to the sender), two (2) Working Days after posting,
  - c. sent by electronic mail, on the date of delivery except 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 shall be deemed to have been received on the next Working Day.

## **22. 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.

## **23. Dispute Resolution**

- 23.1. The Parties shall attempt in good faith to negotiate an amicable settlement to any dispute between them arising out of or in connection with this Grant Agreement and such efforts shall involve the escalation of the dispute from the Grant Sponsor and Project Manager to an appropriately senior representative of each Party.
- 23.2. All disputes and complaints (except for those which relate to the Authority's right to withhold funds or terminate this Grant

Agreement) shall, in the first instance be referred to the Project Manager and the Grant Sponsor.

- 23.3. Should the dispute or complaint remain unresolved within fifteen (15) Working Days of the matter first being referred to the individuals named in Clause 23.2, either Party may refer the matter to the Parties' nominated senior representatives with an instruction to attempt to resolve the matter by agreement within twenty (20) Working Days, or such other period as may be mutually agreed by the Authority and the Recipient.
- 23.4. If the dispute cannot be resolved by the Parties within the period agreed in accordance with Clause 23.3, the dispute may by agreement between the Parties be referred to a neutral adviser or mediator (the "Mediator") chosen by agreement between the Parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.
- 23.5. If the Parties fail to appoint a Mediator within one (1) Month, or fail to enter into a written agreement resolving the dispute within one (1) Month of the Mediator being appointed, then either Party may exercise any remedy it has under applicable Law.

## **24. Governing Law**

- 24.1. 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. This does not limit the Authority's right to commence legal proceedings in any other court of competent jurisdiction, including concurrent proceedings.

### **Home Office**

#### **Police Strategy and Reform Unit**

**29 May 2020**

#### **ACCEPTANCE OF GRANT**

**Derbyshire County Council accepts the offer of the Grant contained in this Grant Agreement and agrees to comply with the terms and conditions of the Grant on which the offer is made.**

#### **On behalf of Derbyshire County Council:**

Project Manager

Signature:	
Name:	
Date:	
Position:	

Senior Finance Officer (if different to above)

Signature:	
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Name:	
Date:	
Position:	

**Bank details for Grant payment**

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

**Signed on behalf of the Home Office (the Authority):**

Signature:	
Name:	
Date:	
Position:	

**HOME OFFICE USE:**

Payment instructions per Grant Holding Unit:

<b>Metis codes:</b>	<b>Directorate code</b>	<b>Cost centre</b>	<b>Account code (1)</b>	<b>Account code (2)</b>	<b>Project code</b>	<b>Supplier code</b>
	0001	1202013	541021	-	00000000	110404

## **SCHEDULE 1 – THE PURPOSE**

### **THE PROJECT**

- 1.1 This Schedule 1 describes the outcomes and impacts the Authority is seeking to achieve through this Grant funding. The Authority is providing the Grant to enable the Recipient to maintain a Police and Crime Panel for the Derbyshire police area.

### **BACKGROUND**

- 1.2 The first duty of the government is to keep citizens safe and the country secure. The Home Office has been at the front line of this endeavour since 1782. As such, the Home Office plays a fundamental role in the security and economic prosperity of the United Kingdom.
- 1.3 The Home Office is the lead government department for immigration and passports, drugs policy, crime, fire, counter-terrorism and police.
- 1.4 The maintenance of a Police and Crime Panel is in accordance with the Police Reform and Social Responsibility Act 2011 and the Regulations made under it.
- 1.5 The functions and responsibilities of Police and Crime Panels (PCPs) in England and Wales are set out in the Police Reform and Social Responsibility Act 2011. PCPs were introduced to scrutinise the actions and decisions of police and crime commissioners, and provide support and challenge to the commissioner in the exercise of their functions. They focus their attention on key strategic actions and decisions taken by the commissioner, including whether they have achieved the objectives set out in their police and crime plan, considered the relevant priorities of their community safety partners and consulted appropriately with the public.
- 1.6 This Grant is paid to the Recipient in exercise of the power conferred upon the Secretary of State for the Home Department under section 31 of the Local Government Act 2003 to provide financial support to a local authority in England or Wales.
- 1.7 This Grant Agreement provides a broad well defined framework in which the Recipient may exercise independent discretion.

### **KEY DELIVERABLES**

- 1.8 That there is a Police and Crime Panel for the police area able to carry out its scrutiny functions and responsibilities as set out in the Police Reform and Social Responsibility Act 2011.

### **KEY ROLES AND RESPONSIBILITIES**



- 1.9 The Authority will nominate a Grant Sponsor who will work with the Recipient's Project Manager to monitor the delivery of the agreed Purpose and act as the principal point of contact. Their name and contact details are recorded in Annex C.
- 1.10 The Recipient will nominate a Project Manager who shall have responsibility for ensuring delivery of the Purpose to achieve the outcomes and impacts. They shall act as the Authority's principal point of contact, and their details shall be recorded in Annex C.

### **INDICATIVE EXPENDITURE BREAKDOWN**

- 1.11 The maximum Grant Amount payable by the Authority to the Recipient under the terms of this Grant Agreement shall not be more than sixty-seven thousand, one hundred pounds (£67,100) for financial year 2020/21.
- 1.12 The Grant will be paid in accordance with the profile described in Schedule 2 and is intended to reimburse Eligible Expenditure incurred paying for the activities required to achieve the outcomes described in this Schedule 1.
- 1.13 The Grant has been calculated using the following formula:

<b>REF</b>	<b>HEADINGS</b>	<b>EXPENSES (£)</b>
<b>A</b>	<b>Administration</b>	<b>£53,300</b>
<b>B</b>	<b>Expenses (up to £920 per member)</b>	<b>£13,800</b>
<b>C</b>	<b>Translation fees</b>	<b>Nil</b>
<b>D</b>	<b>TOTAL ELIGIBLE EXPENDITURE (A+B+C)</b>	<b>£67,100</b>

- 1.13 Recipients are free to transfer any underspend in member expenses (B) to pay for additional administration costs (A). The total grant amount (D) cannot be exceeded.

## SCHEDULE 2 – PAYMENT AND REPORTING SCHEDULE

### Indicative Payment Schedule for delivering the Purpose

Grant Claims must be submitted in accordance with the schedule set out in the table below; payment will be subject to compliance with obligations arising from the Grant Agreement, in particular:

- fulfilment of the conditions set out in Clause 5, and
- receipt of satisfactory financial and monitoring reports.

Financial year	Payment reference	Documents Received By	Payment Value	Information required
2020/21	1	31 October 2020	Mid-year claim	In accordance with Clause 5.1 of the terms and conditions, a: <ul style="list-style-type: none"> <li>- copy of the Agreement appropriately signed / authorised by the Parties, and</li> <li>- completed Annex A claim request form (mid-year)</li> </ul>
2020/21	-	5 March 2021	Outturn Forecast	- Completed forecast as detailed in Schedule 4.
2020/21	2	31 July 2021	End-year claim	<ul style="list-style-type: none"> <li>- Completed financial and performance reports as detailed in Schedule 3.</li> <li>- A completed Annex A claim request form (end-year)</li> <li>- A completed outturn statement form (Annex B)</li> </ul>

## **SCHEDULE 3 – IN-YEAR MONITORING INFORMATION REQUIREMENTS**

### **KEY PERFORMANCE INDICATORS**

- 3.1 The Key Performance Indicators (KPIs) to be monitored and reported on are:
- a. the number of public meetings held,
  - b. scrutiny documents and publications produced, including the Panel's annual report,
  - c. engagement with the work of the Panel by members of the public and the Police and Crime Commissioner for Derbyshire Constabulary.

### **REPORTING**

- 3.2 The Recipient shall put in place procedures to monitor and track spending, including committed spend, against agreed budgets and notify the Authority of any variances.
- 3.3 The Recipient shall report against Clause 3.2 highlighting how value for money (e.g. benefits, savings, efficiencies etc.) is being achieved. Reports are to be provided to the Authority alongside the Annex A form.
- 3.4 Reports should also contain a financial statement detailing how the Grant has been spent, an ongoing reconciliation of forecast position against actuals.
- 3.5 Reports and forecasts should be sent to [pccpartnersenquiries@homeoffice.gov.uk](mailto:pccpartnersenquiries@homeoffice.gov.uk) by the agreed dates in Schedule 2.

#### **Progress Reporting**

- 3.6 In support of Annex A (Grant Claim) submissions at mid- and end-year points, the Recipient shall provide:
- a. reports detailing progress against KPIs in achieving outcomes and targets, and highlight how value for money (e.g. benefits, savings, efficiencies etc.) is being achieved.
  - b. financial statements highlighting any significant financial variances, underspend or overspend, and any Supplementary Funding.

#### **Ad Hoc Reporting**

- 3.7 Any requests for reports or other information that the Authority may from time to time reasonably request.

- 3.8 Any data incident or critical incident detected or suspected must be reported to the Authority within one (1) Calendar Day. The Partner must provide a follow up report within three (3) Calendar Days to the Authority on how the matter has been resolved or whether the Authority will need to intervene.
- 3.9 The Recipient will notify the Authority as soon as reasonably practical of actual or potential variations to forecast expenditure or any event which materially affects the continued accuracy of such financial information.
- 3.10 Additionally, the Recipient will notify the Authority within one (1) Calendar Day of:
- a. any actual or potential failure to comply with any of its obligations under the Grant Agreement, which includes those caused by any administrative, financial or managerial difficulties; or
  - b. any changes to its constitution, legal form, membership structure (if applicable) or ownership, and of any complaint or investigation by any regulatory body or the police into its activities or those of its staff or Delivery Partners.

#### **ANNUAL REVIEW**

- 3.11 In addition to any ongoing reporting, monitoring or evaluation, the Authority will review the Purpose of the Grant annually and will take into account the Recipient's achievements (during the Funding Period) as measured against the CSFs. As part of the annual review the Authority will have regard to the reports produced by the Recipient.
- 3.12 Each annual review will result in the Authority making a recommendation that the:
- a. Purpose and Agreement continue in line with existing plans; or
  - b. Eligible Expenditure payable for the subsequent Funding Period should be revised (up or down); or
  - c. CSFs should be re-defined and agreed; or
  - d. Agreement should be terminated.
- 3.13 The Recipient may make representations to the Authority regarding any recommendations made in accordance with this provision, however, the Authority shall not be obliged to take such representations into account when making its recommendation and any recommendation will be final and at the Authority's absolute discretion.

#### **SCHEDULE 4 – OUTTURN FORECAST**

To be returned to the authority by 5th March 2021 to remain eligible for the payment covering the second half of the financial year. Every effort should be made to ensure this forecast is accurate and submitted by the date indicated:

	Mid-year payment claimed (if applicable)	Spend forecast from mid-year to 31 <sup>st</sup> March 2021	Total spend in FY 2020/21
Administration costs			
Members expenses			
Translation costs (if applicable)			
Total			

**SCHEDULE 5 – DATA SHARING PROTOCOL (DSP)**

*NOT USED*

**SCHEDULE 6 – GENERAL DATA PROTECTION REGULATION (GDPR)**

*NOT USED*

**SCHEDULE 7 – AID DIVERSION**

*NOT USED*

## ANNEX A – GRANT CLAIM FORM

<b>Recipient:</b> Derbyshire County Council	<b>Grant Stream:</b> Police and Crime Panels
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<b>Period</b> From: To:	<b>Resource (£)</b>	<b>Capital (£)</b>
(1) Total funding received for this financial year		N/A
(2a) Actual expenditure in this period (To be supported by a breakdown of expenditure against the cost breakdown detailed in Schedule 1).		N/A
(2b) Forecast expenditure in the period (To be used for the final claim of the year in instances where Schedule 2 sets out that the final payment request must be received in advance of 31 March (end of the financial year).		N/A
<b>(3) Funding request for this period</b>		N/A
(4) Total funding received and requested (1+3)		N/A

### MONITORING INFORMATION REQUIREMENTS

Where monitoring information, as set out in Schedule 3, is a requirement for the period the payment is requested for, please confirm what has been attached to this payment request form.

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### FINANCE OFFICER CERTIFICATION

I certify to the best of my knowledge and belief that:

- a) The information provided is correct; and no Duplicate Funding has been received in respect of this Eligible Expenditure Statement,
- b) The expenditure has been incurred only for the purposes set out in the Grant Agreement for the specified Grant stream.

<b>Signature:</b>			
<b>Name (printed):</b>		<b>Date:</b>	
<b>Position:</b>			

**Home Office sign off:**

<b>Signature:</b>			
<b>Name (printed):</b>		<b>Date:</b>	
<b>Position:</b>			





I certify to the best of my knowledge and belief that:

- a) The information provided is correct; and no other specific Exchequer grants, other grants or contributions have been or will be payable for the expenditure in respect of the Grant Amount being claimed,
- b) The expenditure has been incurred only for the purposes set out in the Grant Agreement for the above Grant stream.

<b>Signature:</b>			
<b>Name (printed):</b>		<b>Date:</b>	
<b>Position:</b>			

**Home Office sign off:**

<b>Signature:</b>			
<b>Name (printed):</b>		<b>Date:</b>	
<b>Position:</b>			

## ANNEX C – AUTHORISED REPRESENTATIVES

The following are the current list of the Authority’s staff designated as authorised representatives:

For the Authority	Position	Address	Telephone	E-mail
Lauren Diffey	Grant Sponsor	2 Marsham Street London SW1P 4DF	0300 0723544	pccpartnersenquiries@homeoffice.gov.uk
Samuel Taylor	Business Contact	2 Marsham Street London SW1P 4DF	0300 0731057	pccpartnersenquiries@homeoffice.gov.uk

The following are the current list of the Recipient’s Staff designated as authorised representatives:

For the Recipient	Position	Address	Telephone	E-mail
Claire Bell	Project Manager	County Hall, Matlock DE4 3EG	01629 538756	claire.bell@derbyshire.gov.uk
Roy Ackrill		County Hall, Matlock DE4 3EG	01629 538327	roy.ackrill@derbyshire.gov.uk

**ANNEX D – DELIVERY PROPOSAL**

*NOT USED (DIRECT AWARD)*

## **ANNEX E – LIMITATIONS ON FUNDING USE AND INELIGIBLE EXPENDITURE**

- 1.1 The Recipient shall not use the Grant to engage as a Delivery Partner, nor otherwise engage with Third Parties known to demonstrate vocal or active opposition to fundamental British values<sup>5</sup>, including democracy, the rule of law, individual liberty and mutual respect and tolerance of different faiths and beliefs. This includes those who make extremist calls for the death of members of our armed forces, whether in this country or overseas.
- 1.2 The Grant may not be used to
- pay for lobbying (via an external firm or in-house staff) in order to undertake activity that intends or attempts to influence Parliament or Crown Bodies or political parties, for example, attempting to influence legislative or regulatory action; or, the awarding or renewal of contracts and grants; or attempting to influence legislative or regulatory action, or
  - enable one part of government to challenge another on topics unrelated to the Purpose, or
  - petition the Authority or other Third Parties for additional funding, or
  - pay expenses, such as entertaining, specifically aimed at exerting undue influence to change government policy.
- 1.3 No aspect of the activity funded by the Authority may be party-political in intention, use, or presentation.
- 1.4 The Grant may not be used to support or promote activities of an exclusively religious nature. This will not include activity designed to improve inter-faith relationships or working.
- 1.5 The Recipient is not permitted to charge, apply fees to or require payment for any activity provided in connection with this Agreement or otherwise use the Grant to undertake or engage in activities that result in commercial gain or profit.
- 1.6 The Recipient shall not make a profit in its use of the Grant. For the avoidance of doubt, no profit, dividends, bonuses and/or any similar or equivalent benefit will be paid to Staff.
- 1.7 To comply with the Cabinet Office' spend control<sup>6</sup> requirements, the Recipient:
- must seek permission from the Authority prior to any proposed expenditure on advertising, communications, consultancy or marketing either in connection with, or using the Grant; and

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<sup>5</sup> An opposition to fundamental British Values is to go against universal human rights, gender equality, equality of opportunity, democracy, the rule of law, respect for the rights of different religions and beliefs, freedom of speech.

<sup>6</sup> <https://www.gov.uk/government/collections/cabinet-office-controls>

- should provide evidence that any marketing, advertising, communications and consultancy expenditure carried out in connection with, or using the Grant will deliver measurable outcomes that meet the government objective to secure value for money.

1.8 Other examples of expenditure, which are prohibited, include the following:

- interest payments or service charge payments for finance leases;
- gifts;
- the writing-off of debts or other liabilities owed to it;
- statutory fines, criminal fines or penalties civil penalties, damages or any associated legal costs;
- bad debts to related parties;
- to secure mortgages or loans or other debt-funding;
- payments for unfair dismissal or other compensation;
- depreciation, amortisation or impairment of assets owned by the Recipient;
- the acquisition or improvement of Assets by the Recipient.

## ANNEX F – CHANGE CONTROL RECORD

Grant Agreement Version	Variation Reference	Agreed	Dated
v1.0	Not applicable	29 May 2020	29 May 2020

## GRANT VARIATION NOTICE (TEMPLATE)

Agreement Title	FOR THE PROVISION OF POLICE AND CRIME PANELS
Between	The Secretary of State for the Home Department, (hereinafter called "the Authority") &  Derbyshire County Council ("the Recipient")
Variation Number	
Variation	Means the amendments to the Grant Agreement contained in this form
Date Effective From	

In accordance with the provisions of Article 18, the Parties hereby agree that the Grant Agreement be varied as follows:

No.	Heading	Location	Variation
1			
2			
3			

- Words and expressions in this Grant Variation Notice shall have the meanings given to them in the Grant Agreement.
- The Grant Agreement, including any previous Grant Variation Notices, shall remain effective and unaltered except as amended by this Grant Variation Notice.

Signed on behalf of the Authority

Signed on behalf of the Recipient

Signature

Signature

Name

Name

Title

Title

Date

Date



## ANNEX G – GRANT FUNDING LETTER



Police Strategy and Reform Unit  
6<sup>th</sup> Floor Fry Building  
pccpartnersenquiries@homeoffice.gsi.gov.uk

Claire Bell  
County Hall  
Matlock  
DE4 3EG  
claire.bell@derbyshire.gov.uk

29 May 2020

Dear Claire

### **DERBYSHIRE POLICE AND CRIME PANEL GRANT – FINANCIAL YEAR 2020/21**

I am writing to confirm the offer of a grant of up to £67,100 to Derbyshire County Council as host authority in respect of the Derbyshire Police and Crime Panel (PCP).

Payment of this grant, to the agreed schedule in the attached Grant Agreement, is subject to your acceptance of this offer and the standard terms and conditions of the Grant Agreement.

To allow public scrutiny of PCP spending, PCP's must publish, as a minimum on their website, details of all their expenditure (or, where that is not possible, on the Host Authority's website). This will include details of all panel administration costs and individual panel member claims for expenses and allowances.

If you wish to accept this offer of grant funding, please sign and return to the above email address, one copy of the Grant Agreement, ensuring that you complete the Acceptance of Grant pages. Please be aware that no payments will be released until receipt of the signed documentation.

Yours sincerely,

**Lauren Diffey**  
Head of PCC Policy, Scrutiny & Accountability

**ANNEX H – CLARIFICATION QUESTION RESPONSE LOG**