

**POLICE AND CRIME COMMISSIONER FOR HAMPSHIRE & ISLE OF WIGHT
TERMS AND CONDITIONS FOR [INSERT ORGANISATION NAME] APPLYING
WITH EFFECT FROM [INSERT DATE] TO [INSERT DATE]**

In relation to:

Project Name: [INSERT PROJECT NAME]

Project Number: [INSERT GRANT REFERENCE NUMBER]

1. Introduction and definitions

1.1 This agreement (the “Grant Agreement”) consists of 34 Clauses, 3 Schedules and 4 Annexes. It is supplementary to the Grant Letter (as defined below) and replaces any previously agreed grant terms and conditions for **[INSERT ORGANISATION NAME]** for the **[INSERT PROJECT NAME]** for the **INSERT GRANT FUND NAME] GRANT**.

1.2 In this Grant Agreement:

The “**Commissioner**” means the Police and Crime Commissioner for Hampshire & Isle of Wight.

The “**Funding Period**” means the financial period from **[INSERT FUNDING PERIOD]**.

The “**Grant**” means the grant payable by the Commissioner to the Grant Recipient under the terms of this Grant Agreement, the amount of which (the “**Grant Amount**”) shall not be more than **£[INSERT AMOUNT]** exclusive of VAT (which is not applicable).

The “**Grant Recipient**” means the **[INSERT ORGANISATION NAME]**, herewith referred to as the “Grant Recipient”.

The “**Grant Letter**” means the letter dated [INSERT DATE] from the Commissioner to the Grant Recipient which sets out supplementary information in relation to the Grant.

The “**Purpose**” means that detailed in Schedule 1.

“**Subsidy Control Law**” means the law controlling or limiting the provision of financial assistance to economic entities including in particular (save as replaced or modified by legislation enacted after the date of this Grant Agreement) the provisions of the Subsidy Control Act 2022.

1.3 References to any statute or subordinate legislation in this Grant Agreement include references to any amendments or replacements to the statute or subordinate legislation that may be enacted from time to time.

1.4 References to partner and partnerships shall have the ordinary meaning of the words which could include but is not limited to partnerships in law.

Terms and conditions

2. Grant Offer

- 2.1 Subject to the Grant Recipient complying with the terms and conditions set out in this Grant Agreement and the Grant Letter, the Commissioner offers to pay the Grant to the Grant Recipient as a contribution towards eligible expenditure.
- 2.2 The Grant Recipient acknowledges that the Commissioner agrees to fund it only for the amount, the Funding Period and for the Purpose specified in this Grant Agreement and the Grant Letter.
- 2.3 This Grant is paid to the Grant Recipient in exercise of the power conferred by section 9 of the Police Reform and Social Responsibility Act 2011.

3. Purpose and extent of the Grant

- 3.1 The Grant Recipient may not use the Grant for any activities other than the Purpose, or as approved in writing by the Commissioner. Further details of the Purpose of the Grant are as defined in Schedule 1 (the "Project").

4. Amount of the Grant

- 4.1 The Commissioner has agreed funding of **up to** the Grant Amount, subject to compliance by the Grant Recipient with the terms of this Grant Agreement and the Grant Letter.
- 4.2 The Commissioner and the Grant Recipient acknowledge and intend that payment of the grant is outside of the scope of VAT.

5. Payment of the Grant

- 5.1 Grant payments will be made in accordance with the payment profile detailed in Schedule 2 within thirty (30) Calendar Days of the receipt of an invoice and all supporting monitoring information, with the exception of the first payment which shall be released upon (i) signature of the Grant Agreement; and (ii) receipt of an invoice for the first payment.
- 5.2 In order for any payment to be released, the Commissioner will require the Grant Recipient to:
 - 5.2.1 have signed and returned a copy of this Grant Agreement to the Commissioner
 - 5.2.2 have provided the appropriate bank details, and
 - 5.2.3 be in compliance with the terms and conditions of this Grant Agreement and the Grant Letter
- 5.3 Payments will be made by BACS using account details that the Grant Recipient must supply to the Commissioner. The Grant Recipient is responsible for ensuring that the Commissioner has been notified of its correct

bank account details and any subsequent changes. Original notification of, and all subsequent amendments to, the Grant Recipient's bank details must be provided on its own headed notepaper duly signed by a Senior Finance Officer.

- 5.4 The Grant Recipient shall account for the Grant on an accruals basis. This requires the cost of goods or services to be recognised when the goods or services are received, rather than when they are paid for.
- 5.5 The Commissioner reserves the right to withhold all or any payments of the Grant if the Commissioner has reasonably requested information / documentation from the Grant Recipient and this has not been received by the Commissioner in the timescales reasonably required.
- 5.6 The Commissioner shall not be obliged to make any payment to the Grant Recipient if such payment is not compliant with Subsidy Control Law.

6. Eligible and Ineligible expenditure

- 6.1 The Commissioner will only pay the Grant in respect of Eligible Expenditure incurred by the Grant Recipient for the Purpose and the Grant Recipient will use the Grant solely for delivery for the Purpose (as set out in Schedule 1).
- 6.2 Eligible expenditure is net of VAT recoverable by the Grant Recipient from HM Revenue & Customs and gross of irrecoverable VAT.
- 6.3 The following costs/payments will be classified as Eligible Expenditure if incurred for the Purpose:
 - 6.3.1 fees charged or to be charged to the Grant Recipient by the external auditors/accountants for reporting or certifying that the Grant paid was applied for its intended purposes.
 - 6.3.2 giving evidence to Parliamentary Select Committees;
 - 6.3.3 attending meetings with government ministers or civil servants to discuss the progress of a taxpayer funded grant scheme;
 - 6.3.4 responding to public consultations, where the topic is relevant to the objectives of the Purpose. To avoid doubt, Eligible Expenditure does not include the Grant Recipient spending the Grant on lobbying other people to respond to any such consultation (unless explicitly permitted in the Grant Funding Agreement);
 - 6.3.5 providing independent, evidence-based policy recommendations to local government, government departments or ministers, where that is the objective of a taxpayer funded grant scheme, for example, 'What Works Centres'; and
 - 6.3.6 providing independent evidence-based advice to local or national government as part of the general policy debate, where that is in line with the objectives of the Grant.

- 6.4 The Grant Recipient may not in any circumstance claim the following non-exhaustive list as Eligible Expenditure. The list below does not override activities which are deemed eligible in these Conditions:
- 6.4.1 Paid for lobbying, which means using the Grant to fund lobbying (via an external firm or in-house staff) in order to undertake activities intended to influence or attempt to influence Parliament, government or political activity; or attempting to influence legislative or regulatory action;
 - 6.4.2 using the Grant to directly enable one part of government to challenge another on topics unrelated to the agreed purpose of the Grant;
 - 6.4.3 using the Grant to petition for additional funding;
 - 6.4.4 expenses such as for entertaining, specifically aimed at exerting undue influence to change government policy;
 - 6.4.5 input VAT reclaimable by the Grant Recipient from HMRC;
 - 6.4.6 payments for activities of a political or exclusively religious nature;
- 6.5 Other examples of expenditure, which are prohibited, include the following:
- 6.5.1 contributions in kind;
 - 6.5.2 interest payments or service charge payments for finance leases;
 - 6.5.3 gifts;
 - 6.5.4 statutory fines, criminal fines or penalties civil penalties, damages or any associated legal costs;
 - 6.5.5 payments for works or activities which the Grant Recipient, or any member of their Partnership has a statutory duty to undertake, or that are fully funded by other sources;
 - 6.5.6 bad debts to related parties;
 - 6.5.7 payments for unfair dismissal or other compensation;
 - 6.5.8 depreciation, amortisation or impairment of assets owned by the Grant Recipient;
 - 6.5.9 the acquisition or improvement of Assets by the Grant Recipient (unless the Grant is explicitly for capital use – this will be stipulated in the Grant Funding Letter); and
 - 6.5.10 liabilities incurred before the commencement of the Grant Funding Agreement unless agreed in writing by the Commissioner.

7. Managing the Grant

- 7.1 Each party must notify the other of:
- (a) the nominated person who will act as the party's authorised representative; and
 - (b) the contact details of the authorised representative and any deputies.
- 7.2 The Commissioner requires the Grant Recipient to submit accurate in-year monitoring information on a quarterly basis. Failure to do so in the allotted timescales may affect future funding from the Commissioner.
- 7.3 The Commissioner may, in addition, ask the Grant Recipient to clarify information provided to it. If so, the Grant Recipient shall comply with any reasonable request.
- 7.4 An end of year financial and performance monitoring report, including Annex B, shall be submitted by the Grant Recipient to the Commissioner on or before 17th April of each financial year. This report must:
- (a) be signed by The Grant Recipient's Chief Finance Officer; and
 - (b) contain a breakdown of expenditure for the entire Funding Period.
- 7.5 The Commissioner may, in addition, ask the Grant Recipient to provide it with forecast outturn information for the financial year end. If so, the Grant Recipient shall comply in writing with any reasonable request.
- 7.6 The Grant Recipient must notify the Commissioner in writing as soon as reasonably practicable that a year-end (31 March 2028) underspend of the Grant is forecast. Any sums forecast to be unspent must be returned to the Commissioner as soon as reasonably practicable after 31 March 2028, and in any event by 15 April 2028.
- 7.7 In accordance with HM Treasury's Managing Public Money rules, no part of the Grant may be carried forward to be spent in the financial year commencing on 1 April 2028. The Grant Recipient must notify the Commissioner in writing of any unspent balance of the Grant on 31 March 2028. The Grant Recipient must return any unspent balance of the Grant to the Commissioner as soon as reasonably practicable after 31 March 2028, and in any event by 15 April 2028.
- 7.8 If in the opinion of the Commissioner an overpayment of the Grant has been made by the Commissioner then the Grant Recipient shall repay such sum as determined as an overpayment promptly to the Commissioner upon receiving a demand.
- 7.9 The Grant Recipient must not transfer funds between the Grant and any other grants made to it.

- 7.10 The Grant Recipient's Chief Finance Officer or such other person in the organisation with responsibility for its financial affairs will ensure that appropriate professional arrangements are put in place for the management of the Grant and the reporting of eligible expenditure. The Grant Recipient's Chief Finance Officer or such other person aforementioned should take all necessary steps to ensure that the Grant is accounted for and monitored separately from the Grant Recipient's other funding streams.
- 7.11 The Grant Recipient must keep an accurate record of all expenditure pursuant to the Grant and retain all invoices, receipts, accounting records and any other relevant documents relating to the expenditure of the Grant for a period of seven years.
- 7.12 The Grant Recipient undertakes to complete the work for which the Grant is provided. The work should be completed within agreed timescales, and the Grant Recipient will report any significant variations to spending on work funded by the Commissioner.
- 7.13 The Grant Recipient will inform the Commissioner at the earliest opportunity if any part of the work for which the Grant is provided is paused or if referrals into the "Project" are paused for any reason.

8. Records to be kept

- 8.1 The Grant Recipient must:
- (a) maintain and operate effective monitoring and financial management systems; and
 - (b) keep a record of expenditure funded partly or wholly by the Grant, and retain all accounting records relating to this for a period of at least seven years after the end of the Funding Period. Accounting records include: original invoices, receipts, minutes from meetings, accounts, deeds, and any other relevant documentation, whether in writing or electronic form.
- 8.2 Where the Grant Recipient is working in partnership and its partner(s) wish to retain such documentation, the Grant Recipient should obtain from the partner(s):
- (a) an annual, written statement, signed by the partner's treasurer, of how the money was spent; and
 - (b) a signed undertaking that the partner will retain such documents for the period prescribed above.
- 8.3 The funds provided under this Grant Agreement may not be used to purchase capital items.

9. Audit and inspection

- 9.1 The Grant Recipient, without charge, will permit any officer or officers of the Commissioner, external auditing bodies or their nominees, to visit its premises and/or inspect any of its activities and/or to examine and take copies of the Grant Recipient's books of account and such other documents or records as in such officers' view may relate to the use of Grant. In addition, examinations may be carried out into the economy, efficiency and effectiveness with which the Grant has been used. The Commissioner shall endeavour, but is not obliged, to provide due notice of its intent to conduct an audit.
- 9.2 The Grant Recipient shall ensure that this Grant falls within the scope of audit as part of the Grant Recipient's annual internal and external audit programme. The external auditor will be expected to sign off an Independent Assurance Statement as part of the scope.
- 9.3 The value and purpose of this grant shall be identified separately in the Grant Recipient's audited accounts (or the notes thereto).
- 9.4 The Grant Recipient will send the Commissioner a copy of its audited accounts.

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

- 10.1. The Grant Recipient will notify the Commissioner of any Change of Control or of any complaint or investigation by any Crown Body, regulatory body or the police into its activities or those of its Staff or Delivery Partners.
- 10.2. The Grant 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 Grant Recipient and/or the Delivery Partner).
- 10.3. Where the Grant will be distributed outside the United Kingdom the Grant Recipient shall use its best endeavours to ensure that such funding:
 - (a) does not contravene the Laws of any other country; and
 - (b) is not used to support activities which could bring the Commissioner's name into disrepute.
- 10.4. The Grant 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.

- 10.5. The Grant Recipient shall take all reasonable steps to ensure that it and anyone acting on its behalf do not bring the Commissioner or the Purpose into disrepute for instance by reason of prejudicing the Purpose and/or being contrary to the interests of the Commissioner.
- 10.6. In particular, the Commissioner 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 Grant Recipient will immediately contact the Grant Sponsor to report any credible suspicions, or actual incidents, of sexual exploitation, abuse, bullying, harassment or discrimination related to this Grant Agreement or which would be of significant impact to the Commissioner or other Crown Body. For example, any event that affects the governance or culture of the Grant Recipient, such as those related to senior management, must be reported.
- 10.7. Any event notified to the Commissioner under Clauses 10.5 and/or 10.6 may be investigated by the Commissioner or a duly nominated representative or agent. The Grant Recipient will fully co-operate with any investigation.
- 10.8. The Grant Recipient shall comply fully with the Code of Conduct for Grant Recipients of Police and Crime Commissioner Grants (the 'Code of Conduct'). 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.
- 10.9. Before entering into any agreement with a Third Party offering Supplementary Funding towards delivery of the Purpose, the Grant Recipient must:
- (a) ensure that robust due diligence processes (similar to that set out in Clause 10.2), regarding both the prospective donor and the source of the monies, have been undertaken, and
 - (b) inform the Commissioner of these details including, but not necessarily limited to, the source, value, scope, nature and any conditions of the Supplementary Funding.
- 10.10. Following receipt of information in accordance with Clause 10.9, the Commissioner 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 Commissioner 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 Commissioner, the Grant 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.

- 10.11. The Grant 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.
- 10.12 When using social media the Grant Recipient shall not post content that could be considered discriminatory against, derogatory to, or bullying or harassment of, any individual or group of people.
- 10.13 No aspect of the activity funded by the Commissioner may be party-political in intention, use, or presentation.
- 10.14 The Grant may not be used to support or promote religious activity. This will not include inter faith activity.
- 10.15 The Grant Recipient confirms that it is not aware of any reason why payment of the Grant would infringe Subsidy Control Law and that any information, statement or confirmation given to the Commissioner in relation to Subsidy Control law is true, complete and accurate in all respects.

11. Non-discrimination

- 11.1 The Grant Recipient shall not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination (whether in age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex, sexual orientation or otherwise) in employment or in the performance of their obligations under this agreement.
- 11.2 The Grant Recipient shall take all reasonable steps to secure the observance of clause 11.1 by all employees or agents of the Grant Recipient and all Sub-Contractors employed in performance of this Agreement.

12. Safeguarding children and vulnerable adults

- 12.1 If the Grant Recipient works with children or vulnerable adults the parties acknowledge that the Grant Recipient is a Regulated Activity Provider with ultimate responsibility for the management and control of the Regulated Activity provided under this Grant and for the purposes of the Safeguarding Vulnerable Groups Act 2006, the Children Act 1989 and 2004 and the Working Together to Safeguard Children statutory guidance 2018.
- 12.2 The Grant Recipient shall:
- a) ensure that all individuals engaged in Regulated Activity are subject to a valid enhanced disclosure check for regulated activity undertaken through the Disclosure and Barring Service; and
 - b) monitor the level and validity of the checks under this clause for each member of staff.
 - c) not employ or use the services of any person who is barred from, or whose previous conduct or records indicate that he or she would not be

suitable to carry out Regulated Activity or who may otherwise present a risk to Service Users.

- 12.3 The Grant Recipient warrants that at all times for the purposes of this Grant it has no reason to believe that any person who is or will be employed or engaged by the Grant Recipient in the provision of the Purpose is barred from the activity in accordance with the provisions of the Safeguarding Vulnerable Groups Act 2006 and any regulations made thereunder, as amended from time to time.
- 12.4 The Grant Recipient shall immediately notify the Commissioner of any information that it reasonably requested to enable it to be satisfied that the obligations of this clause have been met.
- 12.5 The Grant Recipient shall refer information about any person carrying out the Services to the DBS where it removes permission for such person to carry out the Services (or would have, if such person had not otherwise ceased to carry out the Services) because, in its opinion, such person has harmed or poses a risk of harm to children and / or vulnerable adults.
- 12.6 The Grant Recipient shall have in force and shall maintain a safeguarding Children's, Young People and vulnerable Adults policy which shall set out and require compliance by its personnel with the obligations detailed in this clause and the principles and procedures laid down in the policies cited in the following clause 12.11 in order that there can be effective joint action to protect Children, Young People and vulnerable Adults from abuse.
- 12.7 The Grant Recipient acknowledges that the Commissioner may require any of the Grant Recipients employees, servants, sub-contractors and/or agents providing services to provide written confirmation (signed declaration) of agreement to the Policy.
- 12.8 The Grant Recipient agrees to comply with Local Children's Safeguarding Partnership best practice guidance for safeguarding within commissioned services ([Commissioning Standards - HIPS Procedures](#) and [4LSAB Guidance on Safeguarding Adults in Commissioned Services November 2022](#)), make prompt referrals to relevant agencies including the Local Authority Designated Officer and Safeguarding Adult Lead where appropriate, and proactively raise concerns while taking an active role in all safeguarding enquiries. In doing so, the Grant Recipient will ensure that all its employees, servants, sub-contractors and/or agents, whether paid or voluntary, are familiar with the Commissioner's Safeguarding Policy and will operate according to the same and incorporate its requirements into existing work practices
- 12.9 The Grant Recipient agrees to provide appropriate and proportionate training in relation to safeguarding to all their staff and volunteers working with children or vulnerable people to ensure that all staff and volunteers are alert to the signs and symptoms of child abuse, neglect and exploitation and know what to do if they have concerns about a child.

- 12.10 The Grant Recipient agrees to comply with local multi-agency safeguarding procedures, to report and respond to safeguarding concerns and to co-operate with safeguarding investigations should they become applicable.
- 12.11 The Grant Recipient agrees to work with the Local Authority Designated Officer (LADO) and set expectations around referrals. The Local Authority Designated Officer (LADO), also known as the designated officer, is responsible for overseeing the investigation of allegations made against volunteers or members of staff in 'positions of trust' and who work with children (up to 18 years).

Further information around the LADOs and how to report an allegation can be found:

Hampshire - [Allegations against people in a position of trust \(hants.gov.uk\)](https://hants.gov.uk/allegations-against-people-in-a-position-of-trust)

Isle of Wight - [Local Area Designated Officer \(LADO\) \(iow.gov.uk\)](https://www.iow.gov.uk/local-area-designated-officer-lado)

Portsmouth - [Whistle blowing and allegation management \(portsmouthscp.org.uk\)](https://portsmouthscp.org.uk/whistle-blowing-and-allegation-management)

Southampton - [Managing allegations of abuse \(southampton.gov.uk\)](https://southampton.gov.uk/managing-allegations-of-abuse)

- 12.12 Providers should embed all relevant local multi-agency safeguarding policy and guidance:

Safeguarding adults: [Hampshire, IOW, Portsmouth and Southampton 4LSAB Multi-Agency Safeguarding Adults Policy and Guidance - Hampshire Safeguarding Adults Board](#)

Safeguarding children: [Hampshire, Isle of Wight, Portsmouth and Southampton](#) including [Appendix A of the Hampshire Safeguarding Children's Partnership](#) minimum requirements

- 12.13 Grant Recipients should contact the relevant Local Children's Safeguarding Board for advice and guidance on meeting their safeguarding obligations:

Hampshire local authority area - <https://www.hampshirescp.org.uk/>

Isle of Wight local authority area - <https://www.iowscp.org.uk/>

Portsmouth local authority area - <https://www.portsmouthscp.org.uk/>

Southampton local authority area - [Southampton Safeguarding Children Partnership](#)

13. Procurement procedures

- 13.1 The Grant Recipient must secure the best value for money and shall act in a fair, open and non-discriminatory manner in all purchases of goods and services.
- 13.2. If the Grant Recipient follows a single tender procedure 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; or
 - (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.
- 13.3 The Grant Recipient shall ensure that in delivering the Purpose it does not put the Commissioner in breach of Subsidy Control Law. The Grant Recipient will maintain appropriate records of its compliance with Subsidy Control Law and will take all reasonable steps to assist the Commissioner to comply with the same and respond to any proceedings or investigation(s) into the Purpose by any relevant court or tribunal of relevant jurisdiction or regulatory body.
- 13.4 The Grant Recipient acknowledges and represents that the Grant is being awarded on the basis that the Purpose does not affect trade in goods and wholesale electricity between Northern Ireland and the European Union and shall ensure that the Grant is not used in way that affects any such trade.
- 14. Financial Management and Prevention of Bribery, Corruption, Fraud and other Irregularity**
- 14.1 The Grant Recipient will at all times comply with all applicable Laws, statutes and regulations relating to anti-bribery and anti-corruption, including but not limited to the Bribery Act.
- 14.2 The Grant Recipient must have a sound administration and audit process, including internal financial controls to safeguard against fraud, theft, money laundering, counter terrorist financing or any other impropriety, or mismanagement in connection with the administration of the Grant. The Grant Recipient shall require that the internal/external auditors report on the adequacy or otherwise of that system.
- 14.3 All cases of fraud or theft (whether proven or suspected) relating to the Purpose must be notified to the Commissioner as soon as they are identified. The Grant Recipient shall explain to the Commissioner what steps are being taken to investigate the irregularity and shall keep the Commissioner informed about the progress of any such investigation. The Commissioner may however request that the matter referred (which the Grant Recipient is obliged to carry out) to external auditors or other Third Party as required.
- 14.4 The Commissioner will have the right, at its absolute discretion, to insist that the Grant Recipient address any actual or suspected fraud, theft or other financial irregularity and/or to suspend future payment of the Grant to the Grant Recipient. Any grounds for suspecting financial irregularity includes what the Grant Recipient, acting with due care, should have suspected as well as what it actually proven.
- 14.5 The Grant Recipient agrees and accepts that it may become ineligible for Grant support and may be required to repay all or part of the Grant if it engages in tax evasion or aggressive tax avoidance in the opinion of HMRC.

- 14.6 For the purposes of paragraph 14.4 “financial irregularity” includes (but is not limited to) potential fraud or other impropriety, mismanagement, and the use of the Grant for any purpose other than those stipulated in the Grant Funding Agreement. The Grant Recipient may be required to provide statements and evidence to the Commissioner or the appropriate organisation as part of pursuing sanctions, criminal or civil proceedings.

15. Conflicts of Interest

- 15.1 Neither the Grant Recipient nor its Representatives shall engage in any personal, business or professional activity which conflicts or could conflict with any of their obligations in relation to the Grant Funding Agreement.
- 15.2 The Grant Recipient must have and will keep in place adequate procedures to manage and monitor any actual or perceived bias or conflicts of interest.

16. Breach of Grant Conditions

- 16.1 If the Grant Recipient fails to comply with **any** of the conditions set out in this Grant Agreement and/or the Grant Letter, or if any of the events mentioned in Clause 16.2 occur, then the Commissioner may reduce, suspend, or withhold Grant payments, or require all or any part of the Grant to be repaid. The Grant Recipient must repay any amount required to be repaid under this condition within 30 days of receiving the demand for repayment.

- 16.2 The events referred to in Clause 16.1 are as follows:

- a) The Grant Recipient purports to transfer or assign any rights, interests or obligations arising under this Grant Agreement without the agreement in advance of the Commissioner;
- b) Any information provided in the application for the Grant (or in a claim for payment) or in any subsequent supporting correspondence is found to be incorrect or incomplete to an extent which the Commissioner considers to be material;
- c) The Grant Recipient in the opinion of the Commissioner takes inadequate measures to investigate and resolve any reported irregularity; Data Incident, or Critical Incident;
- d) The Grant Recipient ceases to operate and/or changes the nature of its operations to an extent which the Commissioner considers to be significant or prejudicial;
- e) Where there has been any offence committed by the Grant Recipient or its employees, agents or sub-contractors that is related to this Grant Agreement including but not limited to the Bribery Act 2010;
- f) The Grant 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,
 - the appointment of a receiver, administrator or liquidator.
- g) The Commissioner considers that the Grant Recipient has not made satisfactory progress with its delivery of the Purpose;
- h) Payment to the Grant Recipient (or a Beneficiary or a Delivery Partner) represents Duplicate Funding and/or Grant Fraud;
- i) The Grant Recipient receives Supplementary Funding and fails to comply with its obligations set out Clauses 10.9 and 10.10;
- j) The Grant Recipient breaches the Code of Conduct and/or fails to report an actual or suspected breach of the Code of Conduct by the Grant Recipient, its Staff, Delivery Partner(s), Beneficiary or other Third- Party involved in achieving the Purpose.
- 16.3 In the event that the Commissioner determines that the repayment or recovery of the Grant is required under Subsidy Control Law or other laws, the Grant Recipient shall repay to the Funder the Grant (or such part of the Grant as is required to be repaid or recovered) and pay to the Commissioner all interest required to be paid under Subsidy Control law.
- 16.4 It is hoped that most difficulties encountered by the Grant Recipient can be overcome with the advice and support of the Commissioner. In the event that it becomes necessary to take steps to enforce the terms and conditions of this Grant Agreement and/or the Grant Letter, the Commissioner will write to the Grant Recipient giving particulars of its concern or of any breach of a term or condition of the Grant.
- 16.5 The Grant Recipient must act within 30 days (or earlier, depending on the severity of the problem) to address the Commissioner's concern or rectify the breach, and may consult the Commissioner or agree with it an action plan for resolving the problem. If the Commissioner is not satisfied with the steps taken by the Grant Recipient to address its concern or rectify the breach, it may take steps to withhold or suspend the further payment of the Grant, or to recover any Grant funds already paid.
- 16.6 On termination of this Grant Agreement for any reason, the Grant Recipient as soon as reasonably practicable should return to the Commissioner any assets or property acquired by Grant funds or any unused funds (unless the Commissioner gives its written consent to their retention) then in its possession in connection with this Grant Agreement.

17. Insurance coverage

- 17.1 The Grant Recipient shall ensure that it has adequate insurance coverage (including but not limited to public liability insurance) in place, and shall provide evidence of such insurance to the Commissioner on request.
- 17.2 Where the Grant Recipient is a public body and has in place appropriate self-insurance arrangements, the Grant Recipient may request, and the Commissioner, acting reasonably, may agree that the provisions of the Clause 16.1 above shall be waived.

18. Indemnity

- 18.1 The Commissioner accepts no liability to the Grant Recipient or to any third party for any costs, claims, damage or losses, however they are incurred, except to the extent that they arise from personal injury or death which is caused by the Commissioner's negligence.
- 18.2 The Grant Recipient agrees to indemnify the Commissioner for any costs, claims, damages or losses which arise as a result of negligence or a breach of contract or statute by the Grant Recipient or out of any breach by the Grant Recipient of any terms of this Grant Agreement.

19. Spending Controls – Marketing, Advertising, Communications and Consultancy

- 19.1 The Grant Recipient must seek permission from the Commissioner prior to any proposed expenditure on advertising, communications, consultancy or marketing either in connection with, or using the Grant.
- 19.2 The Grant Recipient 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 government objectives to secure value for money.

20. Loses, Gifts and Special Payments

- 20.1 The Grant Recipient must obtain prior written consent from the Commissioner before:
- a) writing off any debts or liabilities;
 - b) offering to make any Special Payments; or
 - c) giving any gifts,
- in connection with this Grant Funding Agreement.
- 20.2 The Grant Recipient will keep a record of all gifts, both given and received, in connection with the Grant or any Funded Activities.

21. Intellectual Property Rights

- 21.1 The Grant Recipient shall grant to the Commissioner at no cost an irrevocable, royalty-free perpetual license to use and to sub-license the use of any material created by the Grant Recipient under the terms of this Grant Agreement for such purposes as the Commissioner shall deem appropriate.
- 21.2 Ownership of Third-Party software or other IPR necessary to deliver Funded Activities will remain with the relevant Third Party.
- 21.3 The Grant Recipient must ensure that they have obtained the relevant agreement from the Third-Party proprietor before any additions or variations are made to the standard 'off-the-shelf' versions of any Third-Party software and other IPR. The Grant Recipient will be responsible for obtaining and maintaining all appropriate licences to use the Third-Party software.
- 21.4 The Grant Recipient shall seek approval from the Commissioner prior to using the Commissioner's logo when acknowledging the Commissioner's financial support of its work.

22. Funding Period and Termination

- 22.1. The Commissioner does not commit to renew or continue financial support to the Grant Recipient after the Funding Period.
- 22.2 The Commissioner may terminate this Agreement forthwith by serving a written notice on the Grant Recipient if:
 - a) it is required to do so by Subsidy Control Law;
 - b) the grant or any part of it is being used for any purpose other than the purpose set out in this Agreement;
 - c) the Grant Recipient has made any false, incorrect or misleading statement in order to obtain this grant or has been involved in any illegal activity or improper act in its administration;
 - d) the Grant Recipient has failed to remedy any breach of this Agreement within 30 days (or such other period as the Commissioner agrees in writing) of being served with a notice pointing out the breach requiring its rectification.
- 22.3 The Grant Recipient may terminate this Agreement forthwith by serving a notice on the Commissioner in writing if it has made a written request for payment of a sum properly due to it under this Agreement and the Commissioner has failed to make payment of that sum within 30 days of receiving the request.
- 22.4 Notwithstanding Clauses 22.2 and 22.3 above, this Agreement may be terminated by either party giving the other at least three months (or other agreed time period) months' notice in writing.

- 22.5 With reference to 22.4 above, in the event that either party exercises its right to give notice of termination under this Agreement, the Commissioner will reimburse The Grant Recipient in relation to expenditure reasonably estimated and actually incurred in providing services within the scope of this Agreement up until the effective date of termination. The right to reimbursement can be excluded if termination of the agreement is enacted under the provisions set out in Clause 22.2 above.
- 22.6 Any termination of this Agreement will be without prejudice to any other rights or remedies of the parties under this Agreement or at law and will not affect any accrued rights or liabilities of the parties at the date of termination.'

23. Amendments to the Grant Agreement

- 23.1 This Grant Agreement and the Grant Letter set out the entire agreement between the parties. They replace all previous negotiations, agreements, understandings and representations between the parties, whether oral or in writing.
- 23.2 Any amendments to this Grant Agreement and/or the Grant Letter shall only be valid if they are in writing and signed by an authorised representative of both parties. The Commissioner reserves the right to impose an amendment to this Grant Agreement if the Commissioner considers that the Grant Recipient has unreasonably withheld their consent to the amendment being made.

24. Freedom of Information

- 24.1 Where applicable, the Grant Recipient and the Commissioner are required to comply with the Freedom Of Information Act 2000 (the "FOI Act"), any subordinate legislation made under the FOI Act and any guidance issued by the Information Commissioner.
- 24.2 The Grant Recipient agrees to assist and cooperate with the Commissioner, within fourteen days of asking, to enable the Commissioner to comply with its obligations under the FOI Act whenever a request is made for information which relates to or arises out of this Grant Agreement

25. Transparency

- 25.1 The Grant Recipient acknowledges that the Commissioner shall disclose payments made against this grant, in accordance with the Government's transparency agenda.
- 25.2 No information shall be disclosed if such disclosure would be in breach of the relevant Data Protection Legislation (which includes the General Data Protection Regulation and Data Protection Act 2018) or is exempted from disclosure under the Freedom of Information Act.
- 25.3 The Grant Recipient is required by the Elected Local Policing Bodies (Specified Information) Order 2011 to publish information as to each crime and disorder grant made by it, subject to the exemptions set out in the Order.

26. Data Protection

- 26.1 The Commissioner and the Grant Recipient acknowledge their obligations under the relevant Data Protection Legislation (which will includes the General Data Protection Regulation and Data Protection Act 2018).
- 26.2 The Grant Recipient and the Commissioner will comply with all their obligations under the relevant Data Protection Legislation in force at the time.
- 26.3 For the avoidance of doubt the Grant Recipient of the grant will be the Data Controller of all personal data that they process for the purposes of the grant.

27. Compliance with the Equality Act 2010

- 27.1 The Grant Recipient must comply with their legal obligations under the Equality Act 2010 to ensure that the Commissioner is complying with the Public Sector Equality Duty, as set out in section 149 of the Equality Act 2010.

28. Code of Conduct for Grant Recipients of Commissioner Grants

- 28.1 The Grant Recipient shall take account of the Code of Conduct and ensure that its Representatives undertake their duties in a manner consistent with the principles set out in the Code of Conduct. This can be found at: [Code-of-Conduct.docx](#)
- 28.2 The Grant Recipient shall immediately notify the Commissioner if it becomes aware of any actual or suspected breaches of the principles outlined in the Code of Conduct.
- 28.3 If the Grant Recipient does not notify the Commissioner of an actual or suspected breach of the Code of Conduct the Commissioner may suspend the Grant, terminate the Agreement and recover some or all of the Grant paid to the Grant Recipient.

29. Publicity and Branding

- 29.1 The Grant Recipient shall, throughout the duration of the project, take appropriate measures to engage with the public and the media about the project and to highlight the financial support of the Commissioner.
- 29.2 The Grant Recipient gives consent to the Commissioner to publicise in the press or any other medium the Grant and details of the Funded Activities using any information gathered from the Grant Recipient's initial Grant application or any monitoring reports submitted to the Commissioner in accordance with paragraph 7.2 of these Conditions.
- 29.3 The Grant Recipient will comply with all reasonable requests from the Commissioner to facilitate visits, provide reports, statistics, photographs and case studies that will assist the Commissioner in its promotional and fundraising activities relating to the Funded Activities.

- 29.4 Unless the Commissioner requests otherwise, any publicity, including at a conference or seminar or any type of information or promotional material (webpage, brochure, leaflet, poster, presentation etc) must specify that the project has received funding from Commissioner and display the logo in accordance with corporate branding guidelines.
- 29.5 If the Grant Recipient uses social media channels they should advise the Commissioner of these to enable engagement and cross promotion. When using social media to promote the project reference should be made to the Commissioner – this could be by tagging.
- 29.6 The Grant Recipient will seek to support the Commissioner's activity to promote the grants programme – depending on constraints such as safeguarding - this could include providing case studies, hosting visits from the Commissioner and media, contributing to media releases or video content for social media.
- 29.7 Guidance on the usage of the branding and on suitable wording to recognise the financial contribution by the Commissioner is contained within the Communications and Engagement toolkit. The Commissioner's communication and engagement team can provide further advice and guidance.
- 29.8 The Commissioner will promote the projects that they fund; on the website and social media, in the press, to the Police and Crime Panel and within printed materials. To assist this, on return of the grant agreement a copy of the organisation's logo and any guidelines for use is to be provided.
- 29.9 The Commissioner's Communication Team host a communications forum with funded partners to seek opportunities raise greater awareness of the services being funded and the outcomes that are achieved as a result of the funding and working in partnership. The forum meets three times a year. A named individual and their contact details are to be provided for this forum.

30. Youth engagement

- 30.1 Grant Recipients working with the youth population aged 14-25 years are asked to complete and return the Youth Commission's 'Big Conversation' consultation with their cohorts. This can be via an online survey or a postcard (supplied by the OPCC).
- 30.2 Where appropriate Grant Recipients should offer opportunities for Youth Commission members to undertake focus groups or workshops, addressing Youth Commission priorities, in their settings.
- 30.3 Where appropriate the Grant Recipient is requested to support Youth Commission campaigns, this could include sharing posts on social media and displaying or distributing materials.
- 30.4 Grant Recipients should emulate Youth Commission activities within their delivery, focusing on their current priorities. This can be via workshops, displays, proactive community work or hearing directly from someone with

experience of the issue. The Youth Commission Project Officer can provide advice and guidance.

- 30.5 The Grant Recipient should support and promote the opportunity to join the Youth Commission with young people they engage with. This process will take place in the autumn term.

31. Partnership Working

- 31.1 The Grant Recipient will work in partnership within their local communities in order to ensure the needs of the communities are met. This includes, where appropriate, taking referrals and providing feedback to the relevant partnership forums. These partnerships may include, but are not limited to, Community Safety Partnerships (CSPs), Safeguarding Partnerships, Youth Justice Boards, Police, and Local Authorities.
- 31.2 The Grant Recipient are expected to engage with the local partnership system (meetings and forums) to ensure that appropriate people with the most pressing need can access the support provided.
- 31.3 Where a Young Futures Panel is established in the Local Authority area, the Grant Recipients who are supporting children and young people should engage with the panel leads to receive referrals from those panels. Grant recipients who need guidance on engaging with the local partnership system should contact the Local Bobby, Community Safety Manager or seek support from the OPCC Commissioning Team.

32. Notices

- 32.1 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.
- 32.2 Notices delivered hereunder shall be deemed to be delivered:
- 32.2.1 if delivered by hand, upon receipt;
 - 32.2.2 if sent by pre-paid registered first class post (providing it is not returned as undelivered to the sender), two (2) working days after posting;
 - 32.2.3 if sent by electronic mail, on the date of delivery subject to the following conditions:
 - (a) 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 is deemed to have been received on the next working day, and
 - (b) each electronic mail containing a formal notice under this Agreement shall be sent with a delivery receipt requested and shall not be deemed to have been received until the sender receives a confirmatory delivery receipt.

33. Contract (Rights of Third Parties) Act 1999

- 33.1 No person who is not a party to this Grant Agreement shall have the right to enforce any of its terms.

34. Governing Law

- 34.1 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.

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