

GRANT AGREEMENT

between

POLICE AND CRIME COMMISSIONER FOR NORFOLK

and

[NAME OF RECIPIENT]

THIS DEED is dated \_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_\_\_\_

**PARTIES**

1. Police and Crime Commissioner for Norfolk, whose principal address is at Room 7-2-12, Jubilee House, Falconers Chase, Wymondham, Norfolk, NR18 0WW (Commissioner).
2. [NAME OF RECIPIENT], [RELEVANT DETAILS OF LEGAL STRUCTURE] whose principal address is at [ADDRESS] (Recipient).

**BACKGROUND**

1. The Commissioner may make grants in connection with the arrangements for the provision or commissioning of services intended for the Purpose, under section 143 of the Anti-Social Behaviour, Crime and Policing Act 2014.
2. The Commissioner has agreed to pay the Grant to the Recipient for the Purpose.
3. This Agreement sets out the terms and conditions on which the Grant is made by the Commissioner to the Recipient.
4. These terms and conditions are intended to ensure that the Grant is used for the Purpose for which it is awarded.

**AGREED TERMS**

1. **Definitions**

In this Agreement the following terms shall have the following meanings:

Application: The Recipient’s application for the Grant.

Asset: means any assets that are purchased or developed using Grant monies.

Authorised Representative: the nominated person who will act as each Party’s authorised representative as set out at clause 2.4.

Commencement Date**:** The date of this Agreement, that being the earliest date upon which the Grantor shall pay the Grant to the Recipient.

**EIRs:** Environmental Information Regulations 2004.

**Eligible Expenditure:** expenditure by the Recipient during the Grant Period for the Purpose.

Final Report: A financial and operational report on its use of the Grant, in such formats as the Commissioner may reasonably require.

**FOIA:** Freedom of Information Act 2000.

Grant**:** the sum to be paid to the Recipient in accordance with this Agreement.

**Grant Amount**: the maximum Grant amount, which shall not be more than £[AMOUNT].

Grant Period**:** the period for which the Grant is awarded starting on the Commencement Date and ending on [DATE BY WHICH THE GRANT MUST BE SPENT].

Intellectual Property Rights**:** all patents, copyrights and design rights (whether registered or not) and all applications for any of the foregoing and all rights of confidence however arising for their full term and any renewals and extensions.

Purpose: to support the objectives of the Norfolk Police and Crime Commissioner to prevent/reduce crime with the objective of improving people’s lives and building stronger and safer communities in Norfolk.

1. **Purpose of Grant**
	1. The Recipient shall use the Grant only for the Purpose, as set out in the Application, and in accordance with the terms and conditions set out in this Agreement. The Grant shall not be used for any other purpose without the prior written agreement of the Commissioner.
	2. The Commissioner will notify the Recipient of any changes to the Purpose.
	3. The Recipient will endeavour to accommodate any changes to the Commissioner’s needs and requirements under this Agreement.
	4. The details of each Party’s Authorised Representative are as follows:
		1. Commissioner:

Simon George

simon.george@norfolk.police.uk

* + 1. Recipient:

[NAME]

[E-MAIL ADDRESS]

1. **Payment of Grant**
	1. The Commissioner has agreed to pay a Grant up to the Grant Amount to the Recipient as a contribution towards Eligible Expenditure, subject to compliance by the Recipient with the terms of this Agreement.
	2. Subject to clauses 3.3, 3.4, 3.5 and 12, the Commissioner shall pay the Grant to the Recipient upon commencement of the Grant Period. The Recipient agrees and accepts that payments of the Grant can only be made to the extent that the Commissioner has available funds.
	3. No Grant monies shall be paid unless and until the Commissioner is satisfied that such payment will be used for Eligible Expenditure.
	4. No Grant monies shall be paid unless and until the Recipient has provided the Commissioner with a copy of the Recipient’s:
		1. constitution or formal governing document;
		2. latest audited/published accounts;
		3. certificates of insurance (including, but not limited to, employer’s liability, public liability, professional indemnity and volunteers);
		4. Child Protection/Safeguarding and Vulnerable Persons Safeguarding Policies (as applicable).
	5. The Recipient shall submit an invoice for the Grant in advance, such invoice to include the Commissioner’s purchase order number and confirmation of the applicable Grant details and Grant Period.
	6. The amount of the Grant shall not be increased in the event of any overspend by the Recipient.
	7. The Grant shall be paid into a separate bank account in the name of the Recipient which must be an ordinary business bank account in the UK. The Recipient must provide correct bank details and confirmation of their signatories within the Application.
	8. Time for payment of the Grant is not of the essence. The Commissioner has no liability to the Recipient for any losses caused by a delay in the payment of the Grant howsoever arising.
	9. Where the Recipient enters into a contract with a third party in connection with the Grant, the Recipient will remain responsible for paying that third party. The Commissioner has no responsibility for paying third party invoices.
	10. The Recipient shall promptly repay to the Commissioner any money incorrectly paid to it either as a result of an administrative error or otherwise. Any sum payable under this clause 3.10 shall fall due immediately. If the Recipient fails to repay the due sum immediately or within any a timeframe specified by the Commissioner the sum will be recoverable summarily as a civil debt.
2. **Use of Grant**
	1. The Grant shall be used by the Recipient for the Purpose, as set out in the Application.
	2. The Grant shall be used for Eligible Expenditure which is net of VAT recoverable by the Recipient from HM Revenue & Customs and gross of irrecoverable VAT.
	3. The Recipient is expected to comply with the procurement procedures and policies of its own organisation.
	4. The Recipient shall not use the Grant for any purpose other than the Purpose unless approved in writing by the Commissioner in advance of such expenditure.
	5. The Recipient shall not spend any part of the Grant after the Grant Period.
	6. Should any part of the Grant remain unspent at the end of the Grant Period, the Recipient shall ensure that any unspent monies are returned to the Commissioner within three months.
	7. Any liabilities arising at the end of the Grant Period including any redundancy liabilities for staff employed by the Recipient must be managed and paid for by the Recipient using the Grant or other resources of the Recipient. There will be no additional funding available from the Commissioner for this purpose.
	8. The Commissioner may determine the ownership of any Assets created or purchased with the Grant.
3. **Accounts and records**
	1. The Recipient shall account for the Grant on an accruals basis. This requires the cost of goods or services to be recognised when goods or services are received, rather than when they are paid for.
	2. The Recipient shall keep separate, accurate and up-to-date accounts and records of the receipt and expenditure of the Grant monies received by it.
	3. The Recipient shall keep all invoices, receipts, and accounts and any other relevant documents relating to the expenditure of the Grant for a period of at least six years following receipt of any Grant monies to which they relate. The Commissioner shall have the right to review, at the Commissioner's reasonable request, the Recipient's accounts and records that relate to the expenditure of the Grant and shall have the right to take copies of such accounts and records.
	4. The Recipient shall comply and facilitate the Commissioner's compliance with all statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns applicable to itself and the Commissioner.

1. **Monitoring and reporting**
	1. The Recipient shall submit the Final Report, which shall be signed by the Recipient’s Authorised Representative, to the Commissioner within three months of conclusion of the Grant Period.
	2. The Recipient shall on request provide the Commissioner with such further information, explanations and documents as the Commissioner may reasonably require in order for it to establish that the Grant has been used properly in accordance with this Agreement.
	3. The Recipient shall permit any person authorised by the Commissioner such reasonable access to its employees, agents, premises, facilities and records, for the purpose of discussing, monitoring and evaluating the Recipient's fulfilment of the conditions of this Agreement and shall, if so required, provide appropriate oral or written explanations from them.
	4. The Recipient shall permit any person authorised by the Commissioner for the purpose to visit the Recipient during the Grant Period to monitor the use of the Grant.
	5. The Recipient will notify the Commissioner as soon as reasonably practicable of any actual or potential failure to comply with any of its obligations under the Agreement, which includes those caused by any administrative, financial or managerial difficulties.
2. **Acknowledgment and publicity**
	1. The Recipient shall acknowledge the Grant in its annual report and accounts, including an acknowledgement of the Commissioner as the source of the Grant.
	2. The Recipient shall not publish any material referring to the Commissioner without the prior written agreement of the Commissioner. The Recipient shall acknowledge the support of the Commissioner in any materials and in any written or spoken public presentations relating to the Grant.
	3. The Recipient agrees to participate in and co-operate with promotional activities relating to the Grant that may be instigated and/or organised by the Commissioner.
	4. The Commissioner may acknowledge the Recipient's receipt of the Grant as appropriate without prior notice.
	5. The Recipient shall 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 Grant.
3. **Applicable legislation**
	1. The Recipient shall comply with the Bribery Act 2010, the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018, the Privacy and Electronic Communications Directive 2002/58/EC, the Privacy and Electronic Communications Regulations 2003, the Health and Safety at Work Act 1974, the Modern Slavery Act 2015, the Employment Rights Act 1996, the Equality Act 2010, the Human Rights Act 1998 and any other relevant legislation, as updated from time to time.
4. **Intellectual Property Rights**
	1. The Commissioner and the Recipient agree that all rights, title and interest in or to any information, data, reports, documents, procedures, forecasts, technology and any other Intellectual Property Rights whatsoever owned by either the Commissioner or the Recipient before the Commencement Date or developed by either party during the Grant Period, shall remain the property of that party.
	2. Where the Commissioner has provided the Recipient with any of its Intellectual Property Rights for use in connection with the Grant (including without limitation its name and logo), the Recipient shall, on termination of this Agreement, cease to use such Intellectual Property Rights immediately and shall either return or destroy such Intellectual Property Rights as requested by the Commissioner.
5. **Confidentiality**
	1. Subject to clause 11 (Freedom of Information), each party shall during the term of this Agreement and thereafter keep secret and confidential all Intellectual Property Rights or other business, technical or commercial information and data disclosed to it as a result of the Agreement and shall not disclose the same to any person save to the extent necessary to perform its obligations in accordance with the terms of this Agreement or save as expressly authorised in writing by the other party.
	2. The obligation of confidentiality contained in this clause shall not apply or shall cease to apply to any Intellectual Property Rights or other business, technical or commercial information or data which:
		1. at the time of its disclosure by the disclosing party is already in the public domain or which subsequently enters the public domain other than by breach of the terms of this Agreement by the receiving party;
		2. is already known to the receiving party as evidenced by written records at the time of its disclosure by the disclosing party and was not otherwise acquired by the receiving party from the disclosing party under any obligations of confidence; or
		3. is at any time after the date of this Agreement acquired by the receiving party from a third party having the right to disclose the same to the receiving party without breach of the obligations owed by that party to the disclosing party.
6. **Freedom of information**
	1. The Recipient acknowledges that the Commissioner is subject to the requirements of the FOIA and the EIRs.
	2. The Recipient shall:
		1. provide all necessary assistance and cooperation as reasonably requested by the Commissioner to enable the Commissioner to comply with its obligations under the FOIA and EIRs;
		2. transfer to the Commissioner all requests for information relating to this agreement that it receives as soon as practicable and in any event within two working days of receipt;
		3. provide the Commissioner with a copy of all information belonging to the Commissioner requested in the request for information which is in its possession or control in the form that the Commissioner requires within five working days (or such other period as the Commissioner may reasonably specify) of the Commissioner's request for such information; and
		4. not respond directly to a request for information unless authorised in writing to do so by the Commissioner.
	3. The Recipient acknowledges that the Commissioner may be required under the FOIA and EIRs to disclose information without consulting or obtaining consent from the Recipient.
7. **Withholding, suspending and repayment of Grant**
	1. The Commissioner's intention is that the Grant will be paid to the Recipient in full. However, without prejudice to the Commissioner's other rights and remedies, the Commissioner may at its sole discretion withhold or suspend payment of the Grant and/or require repayment of all or part of the Grant, including (but not limited to) in circumstances such as the following:
		1. the Recipient has not signed and returned a copy of this Agreement to the Commissioner;
		2. the Recipient uses the Grant for purposes other than the Purpose.
	2. Where the Commissioner requires any part or all of the Grant to be repaid in accordance with clause 12.1, the Recipient shall repay this amount no later than 30 days of the date it received the demand for repayment. If the Recipient fails to repay the Grant within 30 days of a demand from the Commissioner for payment, the sum will be recoverable summarily as a civil debt.
	3. The Commissioner may retain or set off any sums owed to it by the Recipient which have fallen due and payable against any sums due to the Recipient under this Agreement or any other agreement pursuant to which the Recipient provides goods or services to the Commissioner.
	4. The Recipient shall make any payments due to the Commissioner without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.
	5. Should the Recipient be subject to financial or other difficulties which are capable of having a material impact on its compliance with this Agreement it will notify the Commissioner as soon as possible so that, if possible, and without creating any legal obligation, the Commissioner will have an opportunity to provide assistance in resolving the problem or to take action to protect the Commissioner and the Grant monies.
8.
9. **Limitation of liability**
	1. The Commissioner accepts no liability for any consequences, whether direct or indirect, that may come about from the Recipient’s use of the Grant or from withdrawal of the Grant. The Recipient shall indemnify and hold harmless the Commissioner, its employees, agents, officers or sub-contractors with respect to all claims, demands, actions, costs, expenses, losses, damages and all other liabilities arising from or incurred by reason of the actions and/or omissions of the Recipient in relation to its receipt and use of the Grant and/or the non-fulfilment of obligations of the Recipient under this Agreement or its obligations to third parties.
	2. Subject to clause 13.1, the Commissioner's liability under this Agreement is limited to the payment of the Grant.
10. **Warranties**
	1. The Recipient warrants, undertakes and agrees that:
		1. all staff, officers and volunteers who have access to children and/or vulnerable people have been appropriately vetted and cleared;
		2. it shall at all times comply with all relevant legislation and all applicable codes of practice and other similar codes or recommendations, and shall notify the Commissioner immediately of any significant departure from such legislation, codes or recommendations;
		3. it shall comply with the requirements of the Modern Slavery Act 2015 and any other acts, orders, regulations and codes of practice relating to modern slavery which may apply;
		4. it shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to employees and other persons;
		5. it has and shall keep in place adequate procedures for dealing with any conflicts of interest;
		6. it has and shall keep in place adequate procedures for dealing with any complaints;
		7. it has and shall keep in place systems to deal with the prevention of fraud and/or administrative malfunction;
		8. all financial and other information concerning the Recipient which has been disclosed to the Commissioner is to the best of its knowledge and belief, true and accurate;
		9. since the date of its last accounts there has been no material change in its financial position or prospects.
11. **Insurance**
	1. The Recipient shall effect and maintain with a reputable insurance company a policy or policies in respect of all risks which may be incurred by the Recipient, arising out of the Recipient's performance of the Agreement, including death or personal injury, loss of or damage to property or any other loss (the Required Insurances).
	2. The Recipient shall ensure appropriate levels of insurance are in place that cover public liability, professional indemnity (if relevant) and employers liability insurance.
	3. The Recipient shall (on request) supply to the Commissioner a copy of such insurance policies and evidence that the relevant premiums have been paid.
12. **Duration**
	1. Except where otherwise specified, the terms of this Agreement shall apply from the date of this Agreement until expiry of the Grant Period or for so long as any Grant monies remain unspent by the Recipient, whichever is longer.
	2. Any obligations under this Agreement that remain unfulfilled following the expiry or termination of the Agreement shall survive such expiry or termination and continue in full force and effect until they have been fulfilled.
13. **Termination**
	1. This Agreement shall be deemed to have commenced on the Commencement Date and shall continue, unless terminated earlier in accordance with clause 17.2, until the end of the Grant Period when it shall terminate automatically without notice.
	2. The Commissioner may terminate this Agreement on giving the Recipient one month’s written notice, should it be required to do so by financial restraints or for any other reason. Upon such termination, the Commissioner shall not be obliged to make any further payments to the Recipient.
14. **Variation**

No amendment to this Agreement will be effective unless it is in writing and signed on behalf of each of the Parties. The Commissioner reserves the right to impose an amendment to the Agreement if it considers that the Recipient has unreasonably withheld its consent to the amendment being made.

1. **Assignment**

The Recipient may not, without the prior written consent of the Commissioner, assign, transfer, sub-contract, or in any other way make over to any third party the benefit and/or the burden of this Agreement or transfer or pay to any other person any part of the Grant.

1. **Waiver**

No failure or delay by either party to exercise any right or remedy under this Agreement shall be construed as a waiver of any other right or remedy.

1. **No partnership or agency**

This Agreement shall not create any partnership or joint venture between the Commissioner and the Recipient, nor any relationship of principal and agent, nor authorise any party to make or enter into any commitments for or on behalf of the other party.

1. **Contracts (Rights of Third Parties) Act 1999**

This Agreement does not and is not intended to confer any contractual benefit on any person pursuant to the terms of the Contracts (Rights of Third Parties) Act 1999.

1. **Governing law**

This Agreement shall be governed by and construed in accordance with the law of England and the Parties irrevocably submit to the exclusive jurisdiction of the English courts.

1. **Entire agreement**

This Agreement (together with all documents attached to or referred to within it) constitutes the entire agreement and understanding between the Parties in relation to the Grant and supersedes any previous agreement or understanding between them in relation to such subject matter.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

EXECUTED as a DEED

by the Police and Crime

Commissioner for Norfolk .................................

on   ......................20…....

in the presence of:

Signature .................................

Name   .................................

Address   .................................

 .................................

 .................................

Occupation .................................

EXECUTED as a DEED

by [NAME OF DIRECTOR OR

COMPANY SECRETARY] for and

on behalf of [NAME OF RECIPIENT] .................................

on   ......................20…....

in the presence of:

Signature .................................

Name   .................................

Address   .................................

 .................................

 .................................

Occupation .................................