

GRANT AGREEMENT

This Document sets out the Grant Funding Agreement between:

- (1) The Police and Crime Commissioner for Devon and Cornwall and the Isles of Scilly , and;
- (2) (the **Recipient**).

To the sum of:

From:

To:

Interpretation

Applicant / Applying Organisation	The organisation(s) or partnerships/consortia making a proposal to the PCC for a grant award
Funded Project	Refers to a Project where the proposal for funding has been successful and a Grant Agreement has been signed.
Grant Agreement	Sets out the explicit terms of the Funded Project and is to be signed by the Authorised Signatory of the Recipient prior to the Grant Commencement.
Grant	The sum approved for payment and awarded to the Recipient.
Grant Cessation	The date of which the Grant Agreement between the PCC and the Recipient concludes and funding ceases.
Grant Commencement	The commencement date of the Funded Project.
Grant Period	The full period the Project will cover from Grant Commencement to Grant Cessation.
Grant Terms and Conditions	Consist of the standard conditions and any other conditions upon which the Grant Award is provided, as set out in this document.
KPI	Key Performance Indicators
OPCC	Office of the Police and Crime Commissioner for Devon and Cornwall
Other funding contributors	A funding provider which agrees to a financial commitment
PCC	The Police and Crime Commissioner for Devon and Cornwall
Recipient	- the Organisation that has received the Grant.

1. Background

1.1 Grant to support xxxxx with the purchase and installation of CCTV equipment.

2. Purpose & Scope

2.1 The Recipient acknowledges that its receipt of the Grant is conditional on its compliance with the terms and conditions of this agreement.

2.2 The Recipient must use the Grant only for the delivery of the project as set out in Schedule 1. The Recipient must not, without prior written consent of the OPCC;

2.2.1 Make any material changes to the Funded Project

2.2.2 Use any portion of the Grant for any purposes or activities outside the Funded Project elements in Schedule 1 that are identified for the OPCC.

2.2.3 Spend any of the Grant on liabilities incurred before the Grant Period (unless expressly agreed in writing with the OPCC).

2.3 The Grant is given on the condition that it is used for the Funded Project during the Grant period. If the Recipient has not spent any or all of the Grant on the OPCC elements of the Funded Project by the end of the Grant period, the Recipient must, as soon as it becomes aware that the full amount of the Grant will not be applied to the Funded Project during the Grant Period must notify the OPCC. Unless the OPCC (in its absolute discretion) notifies the Recipient that the Recipient may retain any unspent amount of the Grant (on such terms and conditions as the OPCC may impose), the Recipient must return any unspent amount of the Grant to the OPCC.

2.4 Revenue costs do not qualify for Grant funding.

3 Payment

3.1 The OPCC will pay the Grant to the Recipient on the receipt of a payment request/invoice.

4 Third Party Funding

4.1 By entering into this agreement, the Recipient warrants to the OPCC that it has disclosed in the Application any other sources of funding for the Project that, at the time of submission of the Application, had either been received or were being

sought by the Recipient, with details as to the purposes to which that funding has been or will be applied. The Recipient must inform the OPCC if, at any time before the Grant Cessation, it receives any funding from any other source or person towards the Project not stated in the Application to be already committed to the Recipient, including the amount of that funding and purposes to which it is to be applied.

4.2 Where, before or during the Grant Period, the Recipient receives any funding from any other source towards the Funded Project that is not Match Funding or was not already committed to the Recipient and disclosed in the Application, the OPCC may, where it is apparent that funding is duplicated in the Funded Project, require repayment of part of the Grant (up to the amount of duplicate funding received).

5 Recipient Warranties

5.1 The Recipient warrants, represents and undertakes that:

5.1.1 It has full power and authority to enter into this Agreement and to deliver the Project, and that all necessary approvals and consents have been obtained and are in full force and effect;

5.1.2 The information contained in the Application was in all material respects accurate and not misleading, and that since the Application there has not been any material change to that information or to the Recipient's position or developments that would have adversely affected the decision of a reasonable public-sector funder to fund the Project substantially on the terms of this Agreement;

5.1.3 To the best of its knowledge, nothing will have, or is likely to have, a material adverse effect on its ability to deliver the Project.

6 Project Standards & Conduct

6.1 The Recipient will:

6.1.1 Use the Grant wholly and exclusively for the purpose specified in their proposal form and only on capital expenditure.

- 6.1.2 Deliver the new, or upgraded, system as set out in Schedule 1 which must be completed within 6 months of the Grant being paid to the Recipient.
- 6.1.3 Immediately notify the OPCC in writing if there is any material change affecting its finances or activities or any other matters stated in the Grant Proposal, throughout the period that the Grant is being provided.
- 6.1.4 Have a formal constitution, memorandum and articles of incorporation, or equivalent, with clearly identified aims and objectives.
- 6.1.5 Ensure that any monitoring service complies with all necessary regulatory requirements.
- 6.1.6 Maintain and implement an appropriate Sustainability Plan (where applicable) to support good financial practice.
- 6.1.7 Throughout the period funded by the OPCC, operate an Equal Opportunities Policy and take steps to ensure that the service is delivered in a non-discriminatory manner.
- 6.1.8 Demonstrate that it actively promotes equality of opportunity for disadvantaged groups through the service delivery, marketing, evaluation and management of the Funded Project.

7 Safeguarding

- 7.1 The Recipient must comply with all relevant law and guidance in relation to the safeguarding of children and adults.

8 Repayment or Recovery of the Grant

- 8.1 In the event that actual costs paid are more than 10% lower than the preferred quote submitted in the application, the recipient of the grant is required to notify the PCC who may seek an equivalent reduction in grant contribution.
- 8.2 Repay to the PCC on demand, all or part of the Grant (as specified by the OPCC), if the Recipient has failed to comply with any Grant Conditions or any other obligations under this Funding Agreement.
- 8.3 Repay to the PCC on demand, all or part of the Grant (as may be specified by the OPCC), if the Recipient ceases to operate for the purposes in respect of

which the Grant was paid within 5 years of commencement of operation of the CCTV system.

9 Duration, Termination and Consequences

9.1 Agreement comes into effect on the Commencement date, unless otherwise terminated in accordance with its terms, will continue for a period of 24 months to the Grant Cessation or, if later, the date on which all Grant monies have been spent.

9.2 Without prejudice to its other rights under this Agreement, the PCC may terminate this Agreement at any time on 6 months' written notice. Where the PCC terminates under this clause 9.2, it may not (unless otherwise entitled to do so under clause 8):

9.2.1 Recover any Grant monies already paid to the Recipient; or

9.2.2 Withhold any Grant monies otherwise due to be paid to the Recipient before the end of the notice period.

9.3 Without prejudice to its other rights under this Agreement, the Recipient may terminate this Agreement at any time on 6 months written notice. The termination period may be shorter subject to negotiation with the PCC. Where the Recipient terminates under this clause 9.3, the PCC may be entitled to (subject to clause 8):

9.3.1 recover any Grant monies already paid to the Recipient; and/or;

9.3.2 withhold any Grant monies otherwise due to be paid to the Recipient before the end of the notice period.

9.4 Without prejudice to any of the above or any other legal rights or obligations the parties may have vis-à-vis each other, in the event of any breach by the Recipient of any term of this Grant Agreement, the PCC may, at its sole discretion, serve written notice to terminate this Agreement on 14 days' notice, and, in such an event, the parties agree that any future monies due to the Recipient may be withheld and that the PCC reserves the right to seek recovery of monies already paid as permitted by Clause 8 above.

9.4.1 If at any time within 5 years of commencement of operation of the CCTV system the Recipient intends on transferring, reassigning or otherwise sub-contracting any part of the Funded Project to a third party who is not a party to this

agreement, the Recipient must give written notice to the OPCC prior to any transfer, reassignment or sub-contract being commenced.

- 9.4.1.1 Such a transfer, reassignment or sub-contract must not be entered into without the PCC's written consent

10 Insurances

- 10.1 The Recipient must hold or put in place adequate insurances (including but not limited to public liability), and will provide evidence of the insurance to the OPCC on request.
- 10.2 The Recipient must put in place and maintain in force at its own cost appropriate insurance in respect of all liabilities that may be incurred by the Recipient in connection with the Funded Project.

11 Indemnity

- 11.1 The Recipient agrees to indemnify fully the PCC, and any servant, agent, employee and contractor of same, against any and all losses, liabilities, damages, claims and expenses of any nature whatsoever arising out of or based upon any breach of, or failure to comply with this Grant Agreement or any term, condition, or obligation thereof, at any time during the Grant Period or at any time thereafter.

12 Accounting & Record Keeping

- 12.1 The Recipient is required to keep accurate and up-to-date records showing how the Grant and any past financial assistance from local or public authorities have been used.
- 12.2 Submit for inspection any records of accounts and any other records of audit/independent examination (where applicable), as may be required relating to the use of the Grant, within 14 days of a request to do so.
- 12.3 The Recipient must keep all invoices, receipts, accounts and any other relevant documents relating to the expenditure of the Grant for at least six (6) years following receipt of any Grant monies to which they relate.

13 Reporting & Review (Outputs & Outcomes)

- 13.1 Provide the OPCC with periodic progress reports and other information that may be required, and to keep the OPCC fully informed of all matters relating to the need for, and use of, the Grant.
- 13.2 Provide an annual report, for each of the 5 years following the start of live operating, on how the Grant has been used, including any details that the OPCC may reasonably require.
- 13.3 During the period for which the Grant is provided, develop, adopt, implement and monitor quality assurance measures to govern the most effective development and delivery of the Funded Project and broader operation of the Recipient, to the satisfaction of the OPCC.
- 13.4 The Recipient will agree any revisions to the service delivery pattern, with the OPCC.

14 Publicity & PCC Brand

- 14.1 Acknowledge the support of the PCC in all printed materials by using the PCC's approved logo or wording as appropriate. All communications must be approved in advance by the OPCC.
- 14.2 The PCC brand or logo cannot be used to endorse the Recipient in the application to other funders.

15 Assets

- 15.1 The Recipient must ensure that the Assets are operated and maintained in good condition for a minimum of 5 years. If the equipment is decommissioned or ceases to operate within that period, the PCC will seek reimbursement on a pro-rata basis.
- 15.2 Any assets purchased with Grant Funding provided by the PCC by the Recipient from the OPCC will remain the property of OPCC unless formally agreed otherwise in writing.

16 Data Protection & Information Governance

- 16.1 The Recipient must observe its obligations under the Freedom of Information Act 2000 (FOIA), General Data Protection Regulations (GDPR) and under the common law duty of confidentiality, as appropriate.
- 16.2 The Recipient will provide necessary assistance and cooperation as reasonably requested by the OPCC to enable the OPCC to comply with its obligations under FOIA and EIR.
- 16.3 The Recipient acknowledges that the OPCC, acting in accordance with the codes of practice issued and revised from time to time under FOIA and/or EIR, may disclose information concerning the Recipient and this Agreement either without consulting with the Recipient, or following consultation with the Recipient and having taken its views into account.

17 Confidentiality

- 17.1 Without prejudice to the obligations of the Recipient under clause 15.1 in relation to personal information that is confidential; each party must, except as permitted by this clause, keep confidential information disclosed to it by the other party in connection with this Agreement, and must use all reasonable endeavours to prevent their Staff from making any disclosure to any person of that information.
- 17.2 A party may disclose the other party's confidential information:
- 17.2.1 to comply with applicable law;
 - 17.2.2 to any appropriate Regulator;
 - 17.2.3 in connection with any dispute resolution or litigation between the parties;
 - 17.2.4 as permitted under any other express arrangement or other provision of this Agreement; and
 - 17.2.5 where the disclosing party is the OPCC .

18 Liability

- 18.1 The total liability of the OPCC under this Agreement is limited to payment of the Grant, subject to the conditions set out in this Agreement.

18.2 In the event of an overspend, the PCC will not provide any additional funding over and above the Grant awarded.

18.3 The OPCC has no responsibility for any other costs incurred by the Recipient in connection with the activities to which the Grant relates, and the Recipient must indemnify and keep the OPCC indemnified against any losses, damages, costs, expenses, liabilities, claims, actions, proceedings or other liabilities that result from or arise out of the Recipient's acts or omissions in relation to the Project or its duties to third parties.

19 General

19.1 All provision of grants and commissioning will adhere to the Financial Regulations, as published as Section F of the Code of Corporate Governance.

19.2 The Recipient will not use the grant, either directly or indirectly, in relation to any political activity.

TO BE SIGNED BY THE FINANCE MANAGER FOR THE GRANT RECIPIENT

I confirm that I have read, understood and accept the conditions of grant detailed above:

SIGNATURE:	
NAME:	
JOB TITLE:	
ORGANISATION:	
DATE:	

Electronic signatures are accepted. Once completed, please e-mail to:
richard.martin@devonandcornwall.pnn.police.uk

TO BE SIGNED BY THE TREASURER TO THE POLICE AND CRIME COMMISSIONER

SIGNATURE:	
NAME:	Nicky Allen
JOB TITLE:	Treasurer
ORGANISATION:	Office of the Police and Crime Commissioner
DATE:	