



**GRANT AGREEMENT**

**POLICE AND CRIME COMMISSIONER FOR DERBYSHIRE**

**and**

**EREWASH YOUTH FORUM**

**AGREEMENT FOR**

**COMMISSIONER'S GRANT**

**FOR**

**1<sup>ST</sup> SEPTEMBER 2014 – 28<sup>TH</sup> FEBRUARY 2015**

**Office of the Police and Crime Commissioner for Derbyshire  
Butterley Hall  
Ripley  
Derbyshire  
DE5 3RS**

## **SCHEDULE 1 – THE PROJECT**

To commission services, part fund officers, and award grants from the **COMMISSIONER'S GRANT**.

### **Purpose (aims and objectives) of the funding**

Section 143 of the Anti-social Behaviour, Crime and Policing Act 2014 provides the Commissioner with powers to award crime and disorder reduction grants.

The **COMMISSIONER'S GRANT** can be used to commission services to help victims or witnesses of, or other persons affected by, offences and anti-social behaviour.

The Recipient may use the **COMMISSIONER'S GRANT** for match-funding projects at the local level, or to lever funding from other local funding streams through match-funding for local innovative and dynamic projects.

### **Key deliverables**

**The project will help to support the Commissioner's Police and Crime Plan by working to keep people, particularly the most vulnerable in our communities, safe from harm, anti-social behaviour and criminal activities. The project will support this/these objective(s) by achieving the following outcomes and key deliverables.**

- **Delivery of a film based project on cyber bullying, involving young people aged 11-17 years from Erewash Youth Forum; to take place over four days and to be delivered by professional film makers.**
- **Production of publicity to promote cyber bullying campaign.**
- **Production of film (see previous deliverable) as part of cyber bullying campaign delivered to the nine secondary schools in Erewash borough\*.**
- **Increased reporting to the police, Crimestoppers or other support agency**

**Where deliverables are quantifiable (as denoted by an asterisk) please ensure that this is reflected in the progress reports. Baseline data should be established from the project start date and made clear in the initial six month progress report.**

### **Schedule of payments and requirements**

**Please ensure that the Annex A Financial Monitoring Report is signed off by your Chief Finance Officer.**

- **Payment will be made by the Commissioning upon return of the signed grant agreement**
- **A six month Annex A financial monitoring report, accompanied by end of project report to cover the six month period, will be required by 31<sup>st</sup> March 2015.**

Please be advised that payment of funds will not be made until the above documents have been received and verified by the Office of the Police and Crime

Commissioner. It is the responsibility of the grant recipient to submit any reports or payment request forms, where applicable.

**Expenditure breakdown**

This grant is for revenue purposes only.

**External assurance**

This grant should be audited as part of the recipients annual audit programme. The scope of the audit should be to ensure that the funds have been consumed as recorded under Annex A, and in accordance with the terms and conditions of the grant agreement.

## SCHEDULE 2 – PAYMENT AND REPORT TIMETABLE

### Report Timetable

<b>Period: From September 2014 to February 2015</b>		<b>Report due by</b>	<b>Requirements</b>
1 <sup>st</sup> September 2014	28 <sup>th</sup> February 2015	31 <sup>st</sup> March 2015	<ul style="list-style-type: none"><li>• Annex A Financial Monitoring Report</li><li>• Progress report</li></ul>

### Payment Timetable

<b>Payment Reference</b>	<b>To cover period: From October 2014 to March 2015</b>		<b>Payment date by*</b>
1	1 <sup>st</sup> September 2014	28 <sup>th</sup> February 2015	Return of signed agreement

\*Subject to Clause 5.

**POLICE AND CRIME COMMISSIONER'S GRANT TERMS AND CONDITIONS FOR EREWASH YOUTH FORUM, APPLYING WITH EFFECT 1<sup>ST</sup> SEPTEMBER 2014 TO 28<sup>TH</sup> FEBRUARY 2015.**

1. The organisation receiving the grant (the Organisation) must comply with these terms and conditions and undertake to use the grant wholly and exclusively for the purpose specified for the project detailed at Schedule 1. The Organisation must ensure that best value for money is obtained.
2. The following types of expenditure are not eligible for expenditure and must not be included in any grant claims submitted to the Commissioner in respect of this Agreement:
  - Contributions in kind
  - Activities of a political or exclusively religious nature
  - Depreciation, amortisation or impairment of fixed assets
  - VAT reclaimable from HM Revenue and Customs
  - Interest payments or service charge payments for finance leases
  - Gifts other than promotional items with a value of more than £10 in a year to one person
  - Entertaining
  - Statutory fines, criminal fines or penalties
  - Retrospective funding
3. Monitoring forms must be completed and returned to the Office of the PCC within 10 working days of the due date in accordance with Schedule 2.
4. The accounting procedures for expenditure must be project specific and should not be consolidated into other financial records.
5. All supporting documentation, including receipts, invoices and other relevant source documents must be retained by the Organisation for six years after the end of the period of this Agreement and must be available for inspection by Office of the PCC or appointed auditors or the National Audit Office.
6. Grants will not be paid to projects that do not comply with reasonable and proportionate monitoring processes.

7. Annual accounts must be produced by any organisation in receipt of these grants.
8. An inventory must be maintained of all capital assets acquired through this expenditure. Individual assets costing £500 or greater must be recorded on an Asset Register Form.
9. If assets are disposed of, having been purchased using grant funding, the Organisation must inform the Office of the PCC (OPCC) and the OPCC will solely determine how the proceeds of the sale are to be dealt with.
10. It is the responsibility of the Organisation to keep the PCC informed of any changes to the Project. Any changes to the Project are subject to written consent from the Commissioner.
11. If the Organisation receiving grant funding is dissolved or disestablished, the unspent amount of the grant and any assets purchased by the project using grant funding will become repayable in full or in part as determined by the Commissioner.
12. All funding awarded must be defrayed (spent and left the bank account) by the end of the grant award period.
13. The OPCC will be notified at the earliest opportunity of any potential or actual under spends or over spends of the Commissioner's Funding.
14. Any funding not fully utilised will be returned to the Commissioner as early as possible. Any funding not utilised may be re-allocated to another recipient by the Commissioner.
15. Over spending of the Commissioner's funding will not be permitted without prior written approval by the OPCC.
16. The Organisation is required to co-operate with requests for information, including information for promotion and publicity purposes, which may be made

from time to time by the Commissioner or any organisation appointed by the OPCC to evaluate projects.

17. All Projects must acknowledge the support of the Commissioner in all publicity.
18. It is the responsibility of the Organisation to insure items purchased/refurbished/built, against loss and fire in addition to any other statutory insurance obligations.
19. The Organisation shall comply with all statutory requirements, other laws and regulations relating to the project and its operation including health and safety, child protection, data protection, and all race, sex and disability discrimination.
20. All individuals working with young people must be CRB checked. It is the Organisation's responsibility to ensure these checks are completed. No person should work with young people until a CRB check has been completed.
21. Any award made must ONLY be used for purposes for which the grant was awarded.
22. Bank details must be available in the name of the Organisation, requiring two unrelated signatories.
23. The grant scheme provides additionality (the project goes beyond business as usual and / or would not be possible without the funding from the Commissioner).
24. The Organisation shall be responsible for maintaining and for submitting Monitoring Information at agreed milestones and at the end of the project. Failure to submit monitoring information could lead to the withdrawal or suspension of the grant award.
25. Payment of grant monies will normally be made in staged payments at each agreed milestone following the timely submission of monitoring information that sufficiently demonstrates and evidences clear delivery of the agreed outcomes. UP front payments may be made in certain circumstances.

26. No funding from other sources will be received for those items detailed in the Application Form which would constitute double funding.
27. The Commissioner is subject to the Freedom of Information Act 2000. This law gives the general public the right of access to information held by the Commissioner. Some information may be exempt from disclosure such as bank account details. The Commissioner will consult with third parties who supplied the information but the final decision on the release of the information rests with the Commissioner.
28. The Organisation shall not commit the Commissioner, without his prior approval, to funding any expenditure beyond the agreed funding period (e.g. by entering into leasing arrangements or insurance policies).
29. The Commissioner reserves the right to amend or add to the conditions above at any future date.

Alan Charles  
Police and Crime Commissioner for Derbyshire  
12<sup>th</sup> August 2014

## ACCEPTANCE OF COMMISSIONER'S GRANT 2014/2015

EREWASH YOUTH FORUM accepts the offer of 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 EREWASH YOUTH FORUM

Project Manager/Project Contact

Signature:	
Name:	
Date:	
Position:	

The Recipient's Chief Finance Officer

Signature:	
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 Police and Crime Commissioner for Derbyshire:

Signature:	
Name:	Helen Boffy
Date:	
Position:	Treasurer

### OFFICE OF THE POLICE AND CRIME COMMISSIONER USE:

Payment instructions:

OPCC codes:	Account code	Cost Centre	Project code	Project reference	Supplier code
	4891	X012	J001	SG14009	



## ANNEX A: END OF PROJECT FINANCIAL MONITORING REPORT 2014/15

<b>Grant Recipient:</b> EREWASH YOUTH FORUM	<b>Grant Stream:</b> COMMISSIONER'S GRANT
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<b>Period</b> From: 1 <sup>st</sup> October 2014 To: 31 <sup>st</sup> March 2015	<b>(£)</b>
(1) Actual expenditure in this period	
<b>(2) Funding received in this period</b>	

### MONITORING INFORMATION REQUIREMENTS

Please confirm that a six month monitoring report <b>against key deliverables</b> , as agreed in the Grant Agreement, has been attached to this form.	<input type="checkbox"/>
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Please complete the below table in order to provide a breakdown of expenditure, and attach the detailed supporting financial information to this payment request form. The Commissioner may request the recipient to clarify any information provided.

<b>Breakdown of expenditure (items)</b>	<b>£</b>
Direct Staff costs (including oncosts)	
Travel	
Supplies and Services	
Management Overhead	
Other (provide detail)	
<b>Total:</b>	

## CONFIRMATION BY GRANT RECIPIENT

I confirm that on the basis of the information provided in this report, progress and costs are accurate and in compliance with the terms and conditions of the Grant Agreement:

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

### Office of the Police and Crime Commissioner for Derbyshire sign off:

<b>Signature:</b>					
<b>Name (printed):</b>		<b>Date:</b>			
<b>Position:</b>					
<b>OPCC codes:</b>	<b>Account Code</b>	<b>Cost Centre</b>	<b>Project code</b>	<b>Project Reference</b>	<b>Supplier code</b>
	4891	X012	J001	SG14009	