



GRANT AGREEMENT

POLICE AND CRIME COMMISSIONER FOR DERBYSHIRE

and

RHUBARB FARM

AGREEMENT FOR

COMMISSIONER'S GRANT

FOR 2014/15

**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 providing a helpful intervention to reduce re-offending; by enhancing the approach taken in Derbyshire for offender management; and by improving public safety. The project will support this/these objective(s) by achieving the following outcomes and key deliverables:

- **Delivery of 60 hours of LIVING SKILLS training by qualified tutors to Rhubarb Farm volunteers, with 8 courses to be delivered over the funding period*.**
- **Provision of 2 laptops in order to enable volunteers to practice life skills such as IT and CV-writing.**
- **Provision of a cabin classroom to be used in-house training courses.**

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 Annex A Payment Request Forms are signed off by your Chief Finance Officer.

In order for Payment 1 to be made the recipient must return the signed copy of the grant agreement, ensuring that their bank account details have been provided.

In order for Payment 2 to be made the recipient must submit the following documents:

- Annex A(i)
- Detailed financial monitoring information to support Annex A(i)
- Progress report for the first six month period, against key deliverables (including baselines for quantifiable deliverables)

The recipient must also submit at the project end monitoring information comprising the following documents:

- Annex A(ii)
- Detailed financial monitoring information to support Annex A(ii)
- Project report for the whole twelve month period, against key deliverables (including baselines for quantifiable deliverables)

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

Period: From 1 st September 2014 to 31 st August 2015		Report due by	Requirements
		No report for Payment 1	<ul style="list-style-type: none"> • Signed grant agreement
1st September 2014	28 th February 2015	31 st March 2015 (for Payment 2)	<ul style="list-style-type: none"> • Annex A(ii) • Six month progress report • Financial monitoring report for first six months
1 st March 2015	31 st August 2015	31 st September 2015	<ul style="list-style-type: none"> • Annex A(ii) • Twelve month project report • Financial monitoring report for full twelve months

Payment Timetable

Payment Reference	Period to cover: From 1 st September 2014 To 31 st August 2015		Payment date*
1	1st September 2014	28 th February 2015	50% on return of signed copy of grant agreement
2	1 st March 2015	31 st August 2015	50% by 21 st April 2015

*Subject to Clause 5.

POLICE AND CRIME COMMISSIONER GRANT TERMS AND CONDITIONS FOR RHUBARB FARM APPLYING WITH EFFECT 1ST SEPTEMBER 2014 TO 31ST AUGUST 2015.

1. Introduction and definitions

1.1 This agreement (the “Grant Agreement”) consists of 23 Clauses, 2 Schedules and 2 Annexes. It is supplementary to the Grant Letter (as defined below) and replaces any previously agreed grant terms and conditions for any **COMMISSIONER’S GRANT**

1.2 In this Grant Agreement:

The “**Commissioner**” means the Police and Crime Commissioner for Derbyshire acting through Section 143 of the Anti-social Behaviour, Crime and Policing Act 2014.

The “**Funding Period**” means the period from 1st September 2014 to 31st August 2015.

The “**Grant**” means the grant payable by the Commissioner to the Recipient under the terms of this Grant Agreement, the amount of which (the “**Grant Amount**”) shall not be more than £8,434.00.

The “**Grant Letter**” means the letter dated 12 August 2014 from the Commissioner to the Recipient which sets out supplementary information in relation to the Grant.

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

The “**Recipient**” means **Rhubarb Farm**, herewith referred to as the “Recipient”.

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.

Terms and conditions

2. Grant Offer

2.1 Subject to the 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 Recipient as a contribution towards eligible expenditure.

2.2 The 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 Recipient in exercise of the power conferred by Section 143 of the Anti-social Behaviour, Crime and Policing Act 2014.

3. Purpose and extent of the Grant

- 3.1 The 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 Recipient with the terms of this Grant Agreement.

5. Timing of the Grant

- 5.1 Payments will be made in accordance with Schedule 2, to be paid within 21 working days.
- 5.2 In order for any payment to be released, the Commissioner will require the 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.
- 5.3 The Commissioner reserves the right to withhold all or any payments of the Grant if the Commissioner has reasonably requested information or documentation from the Recipient and this has not been received by the Commissioner in the timescales reasonably required.
- 5.4 The Commissioner is not permitted to pay the Grant in advance of need. If the Commissioner reasonably believes that payment is being made in advance of need, it may change the timing and/or the amount of any outstanding Grant payments.

6. Eligible expenditure

- 6.1 Eligible expenditure consists of payments by the Recipient for the Purpose. Eligible expenditure is net of VAT recoverable by the Recipient from HM Revenue & Customs and gross of irrecoverable VAT.
- 6.2 The Recipient shall account for the Grant on an accruals basis. This requires the cost of goods or services to be recognised when the goods or services are received, rather than when they are paid for.

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 Recipient to submit monitoring information for each six monthly period, as detailed in Schedule 1. These reports must:
- (a) be in the format set out in an Annex A;
 - (b) be signed by The Recipient's Chief Finance Officer;
 - (c) contain a detailed breakdown of expenditure for the previous period; and
 - (d) be accompanied by a progress report for the period.
- 7.3 The Commissioner may, in addition, ask the Recipient to clarify information provided to it. If so, the Recipient shall comply with any reasonable request.
- 7.4 The Commissioner may, in addition, ask the Recipient to provide him/her with forecast outturn information for the financial year end. If so, the Recipient shall comply with any reasonable request.
- 7.5 The Recipient must notify the Commissioner as soon as reasonably practicable that an underspend is forecast. No carry-over of funds will be allowed, except in exceptional circumstances and with prior approval from the Commissioner.
- 7.6 Any underspend of Grant funds must be returned to the Commissioner.
- 7.7 If an overpayment of the Grant has been made, the Commissioner will recover the payment.
- 7.8 The Recipient may not vire funds between this Grant and other grants made to it.
- 7.9 The Recipient's Chief Finance Officer will ensure that appropriate professional arrangements are put in place for the management of the Grant and the reporting of expenditure. The Recipient's Chief Finance Officer should take all necessary steps to ensure that the Grant is accounted for and monitored separately from the Recipient's other funding streams.
- 7.10 The Recipient undertakes to complete the work for which the Grant is provided. The work should be completed within agreed timescales, and the Recipient will report any significant variations to spending on work funded by the Commissioner.

8. Records to be kept

- 8.1 The 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 six

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 Recipient is working in partnership and its partner(s) wish to retain such documentation, the Recipient should obtain from the partner(s):

- (a) an annual, written statement, signed by the partner's Chief Financial Officer, 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 Recipient, without charge, will permit any officer or officers of the Commissioner, external auditing bodies (i.e. National Audit Office or Audit Commission) or their nominees, to visit its premises and/or inspect any of its activities and/or to examine and take copies of the Recipient's books of account and such other documents or records as in such officers' view may relate to the use of Grant. 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 his/her intent to conduct an audit.

9.2 The Recipient shall ensure that this Grant falls within the scope of audit as part of the 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 Recipient's audited accounts (or the notes thereto).

9.4 The 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 Recipient must ensure that all reasonable steps have been taken to ensure that it and anyone acting on its behalf complies with any applicable law for the time being in force (so far as binding on the Recipient).

10.2. No aspect of the activity funded by the Commissioner may be party-political in intention, use, or presentation.

10.3 The Grant may not be used to support or promote religious activity. This will not include inter faith activity.

10.4 All Projects must acknowledge the support of the Commissioner in all publicity.

11. Procurement procedures

- 11.1 The 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.
- 11.2. If the 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.

12. Conflict of interest and financial or other irregularities

- 12.1 The Recipient, and employees of the Recipient, shall be careful not to be subject to conflicts of interest.
- 12.2 The Recipient must set up formal procedures to require all such persons to declare any personal or financial interest in any matter concerning the Recipient's activities and to be excluded from any discussion or decision-making relating to the matter concerned.
- 12.3 If the Recipient has any grounds for suspecting financial irregularity in the use of any Grant paid under this Grant Agreement, it must notify the Commissioner immediately, explain what steps are being taken to investigate the suspicion, and keep the Commissioner informed about the progress of the investigation.
- 12.4. For the purposes of Clause 12.3, "financial irregularity" includes fraud or other impropriety, mismanagement, and the use of the Grant for purposes other than those intended by the Commissioner.

13. Breach of Grant Conditions

- 13.1 If the Recipient fails to comply with **any** of the conditions set out in this Grant Agreement, or if any of the events mentioned in Clause 13.2 occur, then the Commissioner may reduce, suspend, or withhold Grant payments, or require all or any part of the Grant to be repaid. The Recipient must repay any amount required to be repaid under this condition within 30 days of receiving the demand for repayment.
- 13.2 The events referred to in Clause 13.1 are as follows:
 - a) The 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 Recipient takes inadequate measures to investigate and resolve any reported irregularity;
- d) The Recipient changes the nature of its operations to an extent which the Commissioner considers to be significant or prejudicial.

13.3 It is hoped that most difficulties encountered by the 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, the Commissioner will write to the Recipient, giving particulars of his/her concern or of any breach of a term or condition of the Grant.

13.4 The 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 him/her an action plan for resolving the problem. If the Commissioner is not satisfied with steps taken by the Recipient to address his/her concern or rectify the breach, he/she may take steps to withhold or suspend the further payment of Grant, or to recover Grant funds already paid.

13.5 On termination of this Grant Agreement for any reason, the Recipient as soon as reasonably practicable, should return to the Commissioner any assets or property or any unused funds (unless the Commissioner gives his/her written consent to their retention) then in their possession in connection with this Grant Agreement.

14. Insurance coverage

14.1. The 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.

14.2. Where the Recipient is a public body and has in place appropriate self-insurance arrangements, the Recipient may request, and the Commissioner, acting reasonably, may agree that the provisions of the Clause 14.1 above shall be waived.

15. Indemnity

15.1 The Commissioner accepts no liability to the 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.

15.2. The Recipient agrees to indemnify the Commissioner for any costs, claims, damages or losses which arise as a result of negligence by the Recipient or out of any breach by the Recipient of any terms of this Grant Agreement.

16. Intellectual Property Rights

- 16.1 The 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 Recipient under the terms of this Grant Agreement for such purposes as the Commissioner shall deem appropriate.
- 16.2 The Recipient shall seek approval from the Commissioner prior to using the Commissioners logo when acknowledging the Commissioners financial support of its work.
- 16.3 The Recipient shall acknowledge the Commissioners financial support of its work.

17. Funding Period and Termination

- 17.1. The Commissioner does not commit to renew or continue financial support to the Recipient after the Funding Period.
- 17.2 The Commissioner may terminate this Agreement forthwith by serving a written notice on The Recipient if:
- a) the grant or any part of it is being used for any purpose other than the purpose set out in this Agreement;
 - b) The 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;
 - c) The Recipient has failed to remedy any breach of this Agreement within 28 days (or such other period as the Commissioner agrees in writing) of being served with a notice pointing out the breach requiring its rectification.
- 17.3 The 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 28 days of receiving the request.
- 17.4 Notwithstanding Clauses 17.2 and 17.3 above, this Agreement may be terminated by either party giving the other at least three months (or other agreed time period) notice in writing.
- 17.5 With reference to 17.4 above, in the event that either party exercises its right to give notice of termination under this Agreement, the Commissioner will reimburse The 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 17.2 above.
- 17.6 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.

18. Amendments to the Grant Agreement

- 18.1 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.
- 18.2 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.

19. Freedom of Information

- 19.1 Where applicable, the 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.
- 19.2 The Recipient agrees to assist and cooperate with the Authority to enable the Authority 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

20 Transparency

- 20.1 The Recipient acknowledges that the Commissioner shall disclose payments made against this grant, in accordance with the Elected Local Policing Bodies (Specified Information) Order 2011. This requires the Commissioner to publish information as to each crime and disorder grant made by him, subject to the exemptions set out in the Order.
- 20.2 No information shall be disclosed if such disclosure would be in breach of the Data Protection Act, or is exempted from disclosure under the Freedom of Information Act
- 20.3 The Commissioner may use the information provided by the Recipient for the purposes of publicising the grant scheme or the detailed grant awarded.

21. Notices

- 21.1 All notices, invoices and other communications relating to this Grant Agreement shall be in writing and in English and shall be served by a party on the other party at its address shown at the head of this Grant Agreement.
- 21.2 Notices delivered hereunder shall be deemed to be delivered:
- 21.2.1 if delivered by hand, upon receipt;
 - 21.2.2 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;
 - 21.2.3 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.

22 Contract (Rights of Third Parties) Act 1999

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

23. Governing Law

- 23.1 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.

Alan Charles
Police and Crime Commissioner for Derbyshire
12 August 2014

ACCEPTANCE OF COMMISSIONER'S GRANT 2014/2015

RHUBARB FARM 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 RHUBARB FARM

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	LG14009	

ANNEX A(i): PAYMENT REQUEST AND IN-YEAR FINANCIAL MONITORING REPORT 2014/15

Grant Recipient: RHUBARB FARM	Grant Stream: COMMISSIONER'S GRANT
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Period From: 1 st September 2014 To: 28 th February 2015	(£)
(1) Actual expenditure in this period (1 st September 2014 to 28 th February 2015)	
(2) Funding request	

MONITORING INFORMATION REQUIREMENTS

Please confirm that a six month monitoring report against key deliverables , 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.

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

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:

Signature:			
Name (printed):		Date:	
Position:			

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

Signature:					
Name (printed):		Date:			
Position:					
OPCC codes:	Account Code	Cost Centre	Project code	Project Reference	Supplier code
	4891	X012	J001	LG14009	

ANNEX A(ii): PAYMENT REQUEST AND END OF YEAR FINANCIAL MONITORING REPORT 2014/15

Grant Recipient: RHUBARB FARM	Grant Stream: COMMISSIONER'S GRANT
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Period From: 1 st March 2015 To: 31 st August 2015	(£)
(1) Total funding received prior to 1 st March 2015	
(2a) Actual expenditure in this period (1 st March 2015 to 31 st August 2015)	
(3) Funding request for this period (1st March 2015 to 31st August 2015)	
(4) Total funding received and requested (1+3)	

MONITORING INFORMATION REQUIREMENTS

Please confirm that a twelve month monitoring report against key deliverables , 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.

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

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:

Signature:			
Name (printed):		Date:	
Position:			

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

Signature:					
Name (printed):		Date:			
Position:					
OPCC codes:	Account Code	Cost Centre	Project code	Project Reference	Supplier code
	4891	X012	J001	LG14009	