



**GRANT AGREEMENT**

**POLICE AND CRIME COMMISSIONER FOR DERBYSHIRE**

**And**

**SHIFT**

**AGREEMENT FOR**

**COMMISSIONER'S GRANT**

**FOR**

**Period of grant December 1, 2021 to November 30, 2022**

**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.

The project will help to support the Commissioner's Police and Crime Plan:- keeping the most vulnerable in our communities safe from crime and harm and supporting those who are a victim of crime, strong and effective partnership working, tackling the impact of drugs and alcohol on communities, supporting those with mental health issues including those with learning difficulties who come into contact with the Criminal Justice System, working with young people, understanding the needs of young victims and offenders and preventing them from becoming involved in criminal activities.

Key deliverables:

- To act on, and coordinate, the response to a recent community listening exercise in Chapel-en-le-Frith to find out what matters to residents in their parks and open spaces.
- To take forward suggestions from the community on how to make the community a safer place for everyone. This to include the coordination of activities to be undertaken by community volunteers and to make this sustainable
- To bring together a network of partners and coordinate partnership activities which will support the community in a way that is valuable to them.

**In addition, please note the following specific points.**

- All Projects must actively acknowledge the support of the PCC for Derbyshire in all publicity, including, where they have them, on their website and other social media platforms.
- The Organisation agrees to support The Commissioner's commitment to diversity and, where appropriate, to assist The Commissioner with his commitment in his Police and Crime Plan to develop a policing family that is more representative of the diverse communities within his commission area.
- Where appropriate, the Organisation agrees to help publicise the Derbyshire CORE Victims Services website. <http://www.core-derbyshire.com/>
- Where appropriate, the Organisation agrees to assist The Commissioner in discharging his duty to engage with all communities within his commission area.
- The Organisation acknowledges that this grant is for a 12 Months period only and involves no ongoing commitment by The Commissioner to fund the Organisation in future years.
- "There are specific responsibilities on the owners of CCTV systems to comply with privacy and data protection requirements. It is the sole responsibility of the grant recipient to ensure that they comply with any relevant legislation or Codes of Practice pertaining to the capture and the management of any collected data through these systems. The Police & Crime Commissioner, and their Office takes no responsibility for this through the provision of the grant awarded."
- The links below may support you to find the relevant legislation and requirements:
  - <https://www.gov.uk/government/organisations/surveillance-camera-commissioner>
  - <https://ico.org.uk/for-organisations/sme-web-hub/whats-new/blogs/installing-cctv-things-you-need-to-do-first/>

## **Schedule of payments and requirements for Year 1**

**Please ensure that Annex A Payment Request Forms are signed off by your Chief Finance Officer.**

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

In addition to this information we require the following documents to be sent along with the completed and signed agreement:

- A copy of your latest full set of accounts
- A copy of your policy for Safeguarding Children and Young People and/or Adults
- Copy invoices of purchases made

**\*\*Where available, baseline data for the project must be established and made available to the OPCC**

Monitoring of progress will be done through:

- Receipt of a summary of activity and progress undertaken at six months
- 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 12 Months 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.

## **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 December 1, 2021 to November 30, 2022		Report due by	Requirements
		No report for Payment 1	<ul style="list-style-type: none"> <li>• Signed grant agreement and baseline data for the project</li> <li>• A copy of your latest full set of accounts</li> <li>• A copy of your policy for Safeguarding Children and Young People and/or Adults</li> </ul>
December 1, 2021	May 31, 2022	June 14, 2022	<ul style="list-style-type: none"> <li>• Annex A(i)</li> <li>• Mid-Term progress report</li> <li>• Financial monitoring report for first 6 months</li> </ul>
June 1, 2022	November 30, 2022	December 14, 2022	<ul style="list-style-type: none"> <li>• Annex A(ii)</li> <li>• End-Term project report</li> <li>• Financial monitoring report for 12 Months</li> </ul>

## Payment Timetable

Payment Reference	Period to cover: From December 1, 2021 to November 30, 2022		Payment date*
1	December 1, 2021	May 31, 2022	50% on return of signed copy of grant agreement and baseline data for the project A copy of your latest full set of accounts A copy of your policy for Safeguarding Children and Young People and/or Adults
2	June 1, 2022	November 30, 2022	50% by June 14, 2022 subject to a satisfactory six month project report and expenditure report

\*Subject to Clause 5.

# **POLICE AND CRIME COMMISSIONER GRANT TERMS AND CONDITIONS FOR SHIFT APPLYING WITH EFFECT DECEMBER 1, 2021 TO NOVEMBER 30, 2022**

## **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.

“**Data Protection Legislation**” means

- (a) The Data Protection Act 1998, the Privacy and Electronic Communications (EC Directive) Regulations 2003, the Law Enforcement Directive (EU Directive 2016/680) and any Law implementing the Data Protection Directive 95/46/EC of 24 October 1995 or the Privacy and Electronic Communications Directive 2002/58/EC of 12 July 2002; and/or
- (b) The General Data Protection Regulation (EU) 2016/679 and/or any corresponding or equivalent national Law; and/or
- (c) Any other applicable Law relating to the Processing, privacy and use of Personal Data; “**Data Subject**”, “**Controller**”, “**Processor**”, “**Personal Data**” and “**Processing**” have the meaning given to them in the Data Protection Legislation;

“**FOIA**” means the Freedom of Information Act 2000;

The “**Funding Period**” means the period from **December 1, 2021 to November 30, 2022**

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 be up to the figure of **£5,000.00**

The “**Grant Letter**” means the letter dated **October 2021** 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 **SHIFT** 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, 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 period outlined in Schedule 2; 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.
- 10.5 The provider will not make any public statement via any media which makes negative comment about any partner, or the PCC, without having first attempted to resolve the concern with that partner or by raising the matter with the OPCC.

## **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 Commissioners 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 The Commissioner retains the right to make amendments to this Grant Agreement and/or the Grant Letter which shall only be valid if they are in writing and signed by an authorised representative of the Commissioner.

## **19. Data Protection**

- 19.1 The Recipient is the Controller for any Personal Data used for Processing in connection with activities carried out for the Purpose of this agreement. As such, the Recipient shall comply with all of its obligations under "Data Protection Legislation" (as defined in clause 1.2 of this Agreement).
- 19.2 The Recipient shall indemnify the Commissioner on demand against any costs, claims and proceedings and other liabilities (including monetary penalties or regulatory fines) incurred by the Commissioner as a result of the breach of this clause 19 by the Recipient or anyone acting on its behalf in pursuance of the Purpose of this Agreement.
- 19.3 The Recipient agrees that the Commissioner may hold Personal Data relating to the Recipient and that the Commissioner may process, and disclose that data internally and, so far as is reasonably necessary, externally for the purpose of maintaining compliance with statutory requirements, meeting the

Commissioner's legitimate interests and complying with this Agreement. The Commissioner shall process any such data in compliance with the Data Protection Legislation.

- 19.4 The Parties to this agreement agree to take account of any guidance issued by the Information Commissioner's Office. The Commissioner may, on the provision of not less than 30 days' notice to the Recipient, amend this Agreement to ensure compliance with any guidance issued by the Information Commissioner's Office.

## **20 Freedom of Information and Transparency**

- 20.1 The Recipient acknowledges that the Commissioner is subject to the provisions of the FOIA and agrees to assist and co-operate with the Commissioner (at the Recipient's expense) where necessary to enable the Commissioner to comply with any requests received under the FOIA relating to this Agreement. This includes, but is not limited to, transferring to the Commissioner any request received by the Recipient under the FOIA relating to this Agreement as soon as practicable following receipt and in any event within three working days of receipt.
- 20.2 In no event shall the Recipient respond to a request under the FOIA relating to this Agreement without obtaining the prior written consent of the Commissioner.
- 20.3 The Recipient acknowledges that the Commissioner may be obliged to disclose information under the FOIA:
- 20.3.1 Without consulting the Recipient; or
- 20.3.2 Following consultation with the Recipient and having taken into account its views.

Provided that where clause 20.3.1 applies the Commissioner shall, in accordance with the recommendations of the Secretary of State for Constitutional Affairs' Code of Practice on the discharge of a public authorities' functions under Part 1 of FOIA, take reasonable steps, to give the Recipient advanced notice or to draw the disclosure to the Recipient's attention after any such disclosure.

- 20.4 The Recipient shall ensure it retains for disclosure all information (as defined in the FOIA) produced in the course of this Agreement or relating to this Agreement and shall allow the Commissioner to inspect such records from time to time upon request.
- 20.5 The Recipient acknowledges that the Commissioner is subject to certain transparency and disclosure obligations set out in the Elected Local Policing Bodies Specified Information Order 2011 (as amended) ("**Transparency Obligations**")
- 20.6 The Recipient consents to the Commissioner publishing the contents of this Agreement and information regarding any tender process related to the Purpose of the Agreement to enable the Commissioner to comply with their Transparency Obligations.

20.7 The Recipient acknowledges that:

20.7.1 The Commissioner shall be responsible for determining, at their absolute discretion, whether any information is exempt from disclosure or should be disclosed pursuant to the FOIA and/or the Transparency Obligations and to what extent any information disclosed shall be redacted; and

20.7.2 Any lists or schedules provided by the Recipient outlining confidential information are of an indicative value only and that the Commissioner may be obliged to disclose confidential information in accordance with Clause 20.3 and/or Clause 20.5.

## **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.

Angelique Foster  
Police and Crime Commissioner for Derbyshire  
November 2021



## ACCEPTANCE OF COMMISSIONER'S GRANT SHIFT

**SHIFT** 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 SHIFT

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:	Andrew Dale
Date:	26 November 2021
Position:	Chief Finance Officer

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

Payment instructions:

OPCC codes:	Account code	Cost Centre	Project code	Project reference	Supplier code
	4891	X012	J398	ASB Fund	

**ANNEX A(i): PAYMENT REQUEST AND IN-YEAR FINANCIAL MONITORING REPORT 2021/2022**

<b>Grant Recipient:</b> <b>SHIFT</b>	<b>Grant Stream:</b> <b>COMMISSIONER'S GRANT</b>
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<b>Period</b> From: December 1, 2021 to May 31, 2022	<b>(£)</b>
(1) PCC Funding received during this period	
(2) Actual expenditure in this period (December 1, 2021 to May 31, 2022)	
(3) Funding request	

**MONITORING INFORMATION REQUIREMENTS**

Please confirm that Mid-Term 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.

Type of Spend	Total Cost
<b>Staff costs</b>	£
<b>Volunteer costs</b>	£
<b>Operational / activity costs</b>	£
<b>Publicity costs</b>	£
<b>Monitoring and evaluation costs</b>	£
<b>Management and overheads</b>	£
<b>Other (please detail)</b>	£
<b>TOTALS</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>
	4892	X012	J398	ASB Fund	

**ANNEX A(ii): PAYMENT REQUEST AND END OF YEAR FINANCIAL MONITORING REPORT 2022/2023**

<b>Grant Recipient:</b> <b>SHIFT</b>	<b>Grant Stream:</b> <b>COMMISSIONER'S GRANT</b>
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<b>Period</b> From June 1, 2022 to November 30, 2022	<b>(£)</b>
(1) Total funding received from the OPCC in this period (June 1, 2022 to November 30, 2022)	
(2a) Actual project expenditure in this period (June 1, 2022 to November 30, 2022)	
<b>(3) Funding variance (+/-) in this period (June 1, 2022 to November 30, 2022)</b>	<b>(+ / -)</b>

**MONITORING INFORMATION REQUIREMENTS**

Please confirm that a End-Term monitoring report <b>against key deliverables</b> , as agreed in the Grant Agreement, has been attached to this payment request 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.

Type of Spend	Total Cost
<b>Staff costs</b>	£
<b>Volunteer costs</b>	£
<b>Operational / activity costs</b>	£
<b>Publicity costs</b>	£
<b>Monitoring and evaluation costs</b>	£
<b>Management and overheads</b>	£
<b>Other (please detail)</b>	£
<b>TOTALS</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	J398	ASB Fund	