



west midlands police and crime commissioner

WEST MIDLANDS
POLICE AND CRIME COMMISSIONER

NAME OF FUND

GENERAL GRANT AGREEMENT

FINANCIAL YEAR

GRANT REFERENCE NUMBER:

This General Grant Agreement (“Agreement”) is made between the West Midlands Police and Crime Commissioner (“WMPCC”) and the “Recipient” – PROVIDER / LOCAL AUTHORITY for the NAME OF PROJECT

The agreement is dated DATE and covers the “Grant Period” between START DATE and END DATE (inclusive).

The value of the “Grant” is set out in section 5 of this agreement.

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1. **WMPCC and power under which grant is to be made**

1.1 **Power under which grant is made.**

- 1.2 References to the WMPCC throughout this Agreement are also references to whomever the WMPCC delegates or charges with the WMPCC's functions, authority and/or powers to from time to time.

2. **Aims and objectives of the **NAME OF FUNDED PROJECT****

- 2.1 This will include information e.g. on eligible activities and spend, target cohorts and conditions such as must be free of charge and accessibility. If the 'spec' (advert etc.) is long then it can be appended instead of repeating here.

3. **The Recipient and Project**

- 3.1 The Recipient has applied to the WMPCC for grant funding in furtherance of the activities they deliver to beneficiaries. The details of the **NAME OF FUNDED PROJECT**, hereafter known as 'the Project(s)', to be funded under this Grant are attached at Annex A and all references to the Project(s) in this Agreement are to the details in Annex A.
- 3.2 The WMPCC agrees to pay the Grant to the Recipient to be spent on and for the purpose of the Project(s) and for no other purpose, and subject to the other terms and conditions of this Agreement.
- 3.3 This Agreement is not intended in either substance or form to be a services agreement between the WMPCC and the Recipient, but the WMPCC makes the Grant conditional on the terms and conditions of this Agreement in order to safeguard the Grant funds to ensure the appropriate use of the Grant by the Recipient.
- 3.4 Where the Project is being delivered by a consortium, the consortium lead will be named as the Recipient but all consortia members must adhere to the terms and conditions set out in this Agreement, and the Recipient is responsible for ensuring that such consortia members agree to the terms of this Agreement in writing and must notify the WMPCC of such agreement in writing in advance in order to receive the Grant.

4. **Purpose and Scope of the Grant**

- 4.1 The Recipient acknowledges and agrees that its receipt of the Grant is conditional on its compliance with the terms and conditions of this Agreement.
- 4.2 The Recipient must use the Grant only for the delivery of the Project(s) as set out in Annex A. The Recipient must not, without the prior written consent of the WMPCC:
- (a) make any material changes to the Project;

- (b) use any portion of the Grant for any purposes or activities outside the Project; and/or
- (c) spend any of the Grant on liabilities incurred before or after the Grant Period (unless expressly covered in the Application).

4.3 The Grant is given on condition that it is used for the Project(s) during the Grant Period. If the Recipient has not spent any or all of the Grant on the 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 Project during the Grant Period, notify the WMPCC accordingly. Unless the WMPCC (in its absolute discretion) notifies the Recipient that the Recipient may retain the unspent amount of the Grant (on such terms and conditions as the WMPCC may impose), the Recipient must return any unspent amount of the Grant to the WMPCC in accordance with clause 14.

4.4 The Recipient acknowledges and agrees that:

- (a) the WMPCC is under no obligation to fund any subsequent activities or projects related to the Project(s) that the Recipient may wish to carry out within the Grant Period or to continue to fund the Project(s) on completion of the Funding Period;
- (b) the WMPCC is not responsible for any overspend by the Recipient on the Project(s) and the WMPCC has no obligation to increase the Grant in those circumstances; and/or
- (c) any exit costs (including employment costs or otherwise) that may be incurred by the Recipient at the end of the Project(s) are the responsibility of the Recipient and the WMPCC will not (unless they were included and approved within the Project application at Annex A and are part of this Agreement) provide funding or bear any responsibility for those exit costs.

5. Grant value and payment

5.1 The value of the Grant is £INSERT GRANT for the Grant Period.

5.2 Standard wording will be as follows – Up to the maximum value of the Grant, payments will be made on a quarterly basis in four equal payments in arrears, on receipt of satisfactory financial and progress reporting as per the reporting requirements and timescales set out in Annex B and subject to other terms and conditions set out in this Agreement. In exceptional cases (eg small organisations where it is apparent they have no cash to initially fund the project, and where the Recipient is notified in writing by the WMPCC in the Project information form at Annex A the following can be used – up to the maximum value of the Grant, payments will be made on a quarterly basis in advance in order to cover payments for up-front costs the Recipient needs to order to deliver the Project(s).

5.3 Where the Recipient is acting as consortium lead for the Project they must distribute funds to consortium members as per the commitments set out in Annex A.

6. Third-Party Funding

- 6.1 The Recipient warrants and represents to the WMPCC that it has disclosed in the Project application(s) any and all other sources of funding for the Project(s) that, at the time of submission of the application(s), had either been received or were being sought by the Recipient, and has provided details as to the purposes to which that funding has been or will be applied.
- 6.2 The Recipient must inform the WMPCC if, at any time before the end of the Grant Period, it receives any funding from any other source or person towards the Project not stated in the Project application, including the amount of that new funding and the purposes and activities to which it is to be applied.
- 6.3 In the event that, before or during the Grant Period, the Recipient receives any funding from any other source or person towards the Project(s) that was not already committed to the Recipient and/or disclosed in the Application, the WMPCC may, where that funding is for the Activities and duplicates funding for which the Grant is paid, require repayment of all or part of the Grant (up to the amount of duplicate funding received) in accordance with clause 14.

7. Financial management record keeping

- 7.1 Use of funds must be in line with the financial breakdown provided in the Project application for funding and provided at Annex B.
- 7.2 The Recipient must segregate and account separately for the Grant, and must keep separate, accurate and up-to-date accounts and records of its receipt and expenditure of the Grant ("Accounting Records"). Without prejudice to any other obligations under this Agreement the Recipient must keep all invoices, receipts, accounts and any other relevant documents or materials of any kind or format relating to the expenditure of the Grant for at least six years following receipt of any Grant monies to which they relate.
- 7.3 The WMPCC will have the right to review and take copies of the Recipient's Accounting Records.
- 7.4 The Recipient must comply, and facilitate the WMPCC's compliance with, all statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns applicable to itself and to the WMPCC.
- 7.5 The Recipient must inform the WMPCC as soon as possible if it has any grounds for suspecting financial irregularity or impropriety in the use of the Grant and the WMPCC must be promptly updated of all lines on inquiry, actions taken or proposed to be taken in relation to any such irregularity or impropriety and where applicable any investigation outcomes.
- 7.6 The Recipient must not use the Grant on any of the following types of expenditure:
- paid for political activities, unless a specific requirement of the Grant, agreed under this Agreement and outlined in Annex A;

- fixed assets, any capital costs and fixed costs, unless a specific requirement of the Grant, agreed under this Agreement and outlined in the Project;
- interest payments or service charge payments for finance leases;
- gifts other than activities and benefits for Beneficiaries set out in the Project;
- statutory fines, criminal fines or penalties;
- bad debts to related parties; and/or
- payments for unfair dismissal or other compensation.

7.7 It is a condition of this Agreement that the Recipient and / or its subcontractors pay as a minimum the real living wage to all its or their as applicable employees, staff or contract workers. The rates of pay required under this clause are as stipulated by the Living Wage Foundation from time to time and are available on their website:

https://www.livingwage.org.uk/what-real-living-wage?qclid=EAlalQobChMIxLKvrtjX4qIVFeDtCh0FDwEYEAAYASAAEgKXQ_D_BwE

7.8 The recipient of the grant is responsible for the correct treatment of the grant in terms of taxation. This includes Value Added Tax and any other taxation that may be applicable.

8. Financial and progress reporting

8.1 The Recipient must report to the WMPCC on its use of the Grant and delivery of the Project(s). Those reports must contain the information, be in the format and delivered at the frequency and to the timescales, as the WMPCC reasonably requests. Such requests will typically, but not necessarily, be in the format set out in Annex C.

8.2 The Recipient must also provide the WMPCC with all reasonable assistance and co-operation in relation to any ad-hoc information requests made by the WMPCC in relation to the Project(s).

8.3 The WMPCC and the Recipient will, at the WMPCC's request and at the frequency specified by the WMPCC acting reasonably, meet to review the progress and delivery of the Project. Further the WMPCC may, provided acting reasonably, request access to the Recipient's premises or for the Recipient to facilitate contact with Beneficiaries of the Project(s) where appropriate and compliant with safeguarding standards to review progress against this Grant. Unannounced inspections may also be required in some circumstances and these should not be obstructed by the Recipient.

8.4 Where the Recipient is acting as consortium lead for the Project(s) they must ensure that any and all progress reporting under this clause 8 covers all activity relating to the Project from all consortium members.

9. Publicity, Branding and Communications

- 9.1 The Recipient shall apply WMPCC branding or the WMPCC's name or logo to the Project(s) but shall seek the prior written consent of the WMPCC, and must obtain the WMPCC's prior written approval (not to be unreasonably withheld) for any publicity in connection with the Recipient's receipt of the Grant.
- 9.2 If the WMPCC does permit the Recipient to use WMPCC branding, its name or logo in connection with the Project(s), that permission is limited to the purposes and duration stipulated by the WMPCC.
- 9.3 The Recipient should give appropriate publicity to the Project(s) by drawing attention to the benefits and opportunities it affords for Beneficiaries.
- 9.4 Requests from media in relation to the Project(s), or any significant external communication on the project should be discussed with the WMPCC in advance. Recipients will be expected to comply with reasonable OPCC media requests.
- 9.5 The WMPCC reserves the right to lead on communications for any project he or she commissions. This means the right to publicise and manage media and public engagement around any project, scheme or initiative is reserved for the PCC.
- 9.6 At no stage should any press release, social media post or media activity be carried out without first obtaining permission from the WMPCC. For social media this permission may only be needed initially and then organisations could well be granted the freedom to engage with followers on social media going forward, based on agreed principles.
- 9.7 Where relevant, any organisation working for or on behalf of the WMPCC might be asked to find case studies, provide information and write or approve quotes to help publicise the scheme they are working on.
- 9.8 Organisations should alert the WMPCC of up-coming events, planned external communications and landmarks within the project.
- 9.9 Organisations should also alert the WMPCC of anything likely to cause reputational damage.

10. Fundamental standards of care and safeguarding

- 10.1 The Recipient must carry out the Project(s) in accordance with all applicable laws, regulations and best practice including but not limited to those relating to health and safety laws, safeguarding of vulnerable people and children (**including conducting disclosure and barring service (DBS) checks and restrictions or vetting where applicable**), modern slavery and equality and human rights legislation.
- 10.2 The Recipient warrants that it has no reason to believe that any of employees, staff or contractors of any kind connected to the Recipient and Project(s) are barred from the activity in accordance with the provisions of the Safeguarding Vulnerable Groups Act 2006 and any regulations made under it, as amended from time to time.

- 10.3 The Recipient must immediately provide to the WMPCC any relevant information reasonably requested by the WMPCC to enable the WMPCC to be satisfied that the obligations of clause 10 have been met.
- 10.4 Without prejudice to its other obligations under this Agreement, the Recipient must, within 2 working days of becoming aware of them, inform the WMPCC of:
- (a) any Beneficiary safety incidents in relation to the Project(s);
 - (b) any adverse findings, warning notices, interventions or other regulatory action from any regulator in relation to the Recipient;
 - (c) any loss of consent, approval or licence that has a material adverse impact on the Recipient's delivery of the Project(s); and/or
 - (d) any incident or event of any kind that might bring the Recipient and/or the WMPCC by virtue of its relationship with the Recipient into disrepute.

11. Policy Requirements

- 11.1 The recipient will ensure that throughout the funding period the following Policies are in place:

(Policy team to amend list depending on scheme requirements)

- Equality and Diversity Policy
- Child Safeguarding Policy
- Vulnerable Adults Safeguarding Policy
- Data Protection Policy (see section 12 below for more information)

The recipient shall keep all of the required policies up to date and subject to regular review to ensure they adhere to currently legislation/regulations. Upon request, copies of the policies should be provided to the Police and Crime Commissioner

12. Data Protection and Information Governance

- 12.1 The Recipient is the Data Controller and must comply with its obligations under all data protection legislation, regulations and guidance, freedom of information laws and environmental information regulations as applicable. Recipients should be familiar with these obligations, and more information can be found on the ICO website: [Data Protection Guide](#)

OR (if the recipient is Data Controller use 12.1 above, if PCC and recipient are Joint Data Controllers, use 12.1 below)

- 12.1 The Recipient and the OPCC are Joint Data Controllers. The Recipient must comply with its obligations under all data protection legislation, regulations and guidance, freedom of information laws and environmental information regulations as applicable. Recipients should be familiar with these obligations, and more information can be found on the ICO website: [Data Protection Guide](#).

12.2 Recipients should also familiarise themselves with our Data Protection Guide:



Data protection
guide for funded org

12.3 The Recipient acknowledges that the WMPCC is subject to the requirements of freedom of information laws and environmental information regulations may disclose information concerning the Recipient and this Agreement either without consulting with the Recipient, or in the WMPCC's absolute discretion following consultation with the Recipient and having taken its views into account. The Recipient must:

- (a) provide all assistance and cooperation as reasonably requested by the WMPCC to enable the WMPCC to comply with its obligations under freedom of information laws and environmental information regulations; and
- (b) where it receives a request for information under the Freedom of Information Act 2000 in relation to this Agreement, not respond to that request (unless directed to do so by the WMPCC) and promptly (and in any event within 2 Operational Days) transfer the request to the WMPCC.

13. Confidentiality

13.1 Without prejudice to the obligations of the Recipient under clause 12 in relation to personal information that is confidential, each party must, except as permitted by this clause 13, keep confidential all information disclosed to it by the other party in connection with this Agreement, and must use all reasonable endeavours to prevent their employees, staff and contractors as applicable from making any disclosure to any person of that information.

13.2 Clause 13.1 will not apply to disclosure of information that:

- (a) Is to be made public pursuant to the terms of this Agreement including compliance with a regulator, court order, statutory obligation and/or as is stipulated in the Project;
- (b) is in or comes into the public domain other than by breach of this Agreement;
- (c) the receiving party can show by its records was in its possession before it received it from the disclosing party; and
- (d) the receiving party can prove it obtained or was able to obtain from a source other than the disclosing party without breaching any obligation of confidence.

14. Repayment or recovery of the Grant

14.1 The WMPCC may in its absolute discretion withhold, suspend, or require the Recipient to repay, all or part of the Grant if:

- (a) The Recipient commits a material breach of any of the terms of this Agreement
- (b) the information disclosed by the Recipient in the Application was materially inaccurate or misleading;
- (c) the Recipient (or any of its Staff) acts dishonestly or negligently in connection with the Project or breaches any of its or their legal obligations in a way that could lead to reputational damage for the WMPCC;
- (d) the Recipient becomes unable, for any reason, to commence, progress or complete the Project in accordance with Annex A, or the WMPCC reasonably considers that this will be the case;
- (e) the Recipient is subject to any kind of insolvency event, ceases to carry out the Activities, ceases to be a registered organisation or loses any regulatory consent necessary for the Project

14.2 Where the WMPCC requires repayment of any part of the Grant under this section, the Recipient must repay that amount in full within 20 working day of receipt of the WMPCC's notice requiring repayment. The WMPCC may alternatively, at its discretion, set off any amounts due to it under this section against any further instalments of the Grant due to be paid, or against any other payments due from the WMPCC to the Recipient under this Agreement or otherwise.

14.3 The WMPCC's rights of withholding or recovery under this section are in addition to any other rights or remedies it may have.

15. Duration, termination and consequences of termination

15.1 This Agreement comes into effect when it is signed and dated by the parties and, unless otherwise terminated in accordance with its terms, will continue until the end of the Grant Period or, if later, the date on which all Grant monies have been spent.

15.2 Any rights or obligations under this Agreement which are expressed to survive, or which otherwise by necessary implication survive the expiry or termination for any reason of this Agreement (including all indemnities and any obligations relating to use of unspent amounts of the Grant or use of proceeds of sale of assets purchased with the Grant) will continue after expiry or termination.

16. Liability

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

16.2 The WMPCC 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 WMPCC indemnified against any losses, damages, costs, expenses, liabilities, claims, actions, proceedings or other liabilities of any kind that

result from or arise out of the Recipient's acts or omissions in relation to the Project, this Agreement or its duties to or arrangements with third parties.

17. Insurance

17.1 The Recipient must put in place and maintain in force at its own cost (it may use grant monies to do so) appropriate insurance in respect of all liabilities that may be incurred by the Recipient in connection with the Project, including employers' liability, professional negligence (where the provision or non-provision of any part of the Project may result in a clinical negligence claim), public liability and (where applicable to the Project) professional negligence. On written request from the WMPCC, the Recipient must provide documentary evidence that these insurances are fully maintained and that any premiums on them are fully paid.

18. Law and Jurisdiction Governing law

18.1 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.

18.2 The provisions of this clause shall survive expiry or termination of the Agreement.

FOR AND ON BEHALF OF WMPCC

Date received.....

Agreed/Checked by.....

Print name and job title

.....

Date.....

GRANT REFERENCE NUMBER:

ACCEPTANCE OF GENERAL GRANT AGREEMENT

If the Recipient wishes to accept this offer of funding, please sign two copies of the Agreement in the space indicated below and return one of the copies to the Chief Financial Officer of the PCC's Office.

I formally agree to abide by the terms and conditions set out in this Agreement:

Name of Accountable Body (Recipient)

Signature of the Director of Finance (or Equivalent)

Date

<p>Bank details</p> <p>Name of Bank:</p> <p>Address:</p> <p>Account Number:</p> <p>Sort Code:</p>	<p>Contact details</p> <p>Name:</p> <p>Address:</p> <p>Phone:</p> <p>E-mail:</p>
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Annex A

Project information form **YEAR**



Local Authority Area(s) :
Project name:
Provider name:
Provider description
Brief description of the project
Consortium arrangements (if applicable)
To include consortium members and funding allocation
Upfront costs for which payment in advance required
WMPCC funded projects will as default be paid in arrears unless sufficient reason to provide upfront costs in advance.
Fixed assets, capital or fixed costs to be funded by Grant
Additional sources of funding for the project

Rationale for funding project - Alignment with Police and Crime Plan priority(ies)	
<i>Responding to national threats</i>	
<i>Reducing reoffending</i>	
<i>Reducing crime and harm</i>	
<i>Hidden crimes</i>	
<i>Supporting victims</i>	
<i>Standing up for young people</i>	
<i>Economic development and safer travel</i>	
<i>Local policing and public engagement</i>	
<i>Building trust and confidence</i>	
<i>Satisfaction with police services</i>	
<i>Building a modern workforce</i>	
Rationale for funding project - Assessment of need	

Rationale for funding project - How project fits with existing provision

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Rationale for funding Project – previous monitoring and evaluation evidence

To include, e.g., throughput, attrition, referral volume, cost per person supported or per activity and evidence of outcomes and impact

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Target cohort or area	
Participant referral or recruitment mechanism	
Core activity(ies)	
<i>Activity type</i>	<i>How recorded</i>
Intended outcome(s)	
<i>Outcome description</i>	<i>How recorded</i>

Milestones
Date funding approved by CSP Board or delegate

Annex B – Financial breakdown

Annex C – Reporting requirements

Reporting dates:

Quarter 1

10 July 2020

Quarter 2

12 October 2020

Quarter 3

15 January 2021

Quarter 4 / Year End

12 April 2021

Appendix C: Project update form:



App C - Ext
Fund.docx

Appendix D: Monitoring form



App D - Ext
Fund.xlsx

Appendix E: Financial reporting form



App E - Ext Fund
20-21.xlsx