

Agreement

Mayor's Office for Policing and Crime

and

XXXXXXXXXXXXXXXXXX

For the provision of XXXXXXXXXXXXXXXXXXXX

Dated

201x

FRONT SHEET FOR GRANT AGREEMENT

This agreement is made the _____ day of _____ 2013

Between:

- (1) The Mayor's Office for Policing and Crime of 10 Dean Farrar Street, London SW1H 0NY ("the Authority"); and
- (2) **XXXXXXXXXXXXXXXXXXXXXXXXXX** ("the Recipient").

Background:

The Authority wishes to provide a grant to the Recipient to assist with the cost of the Funded Activities.

The Recipient has agreed that the grant will be made subject to the terms of this Agreement (comprising this Front Sheet and the attached Terms and Conditions). The Authority considers that the grant will secure or contribute to securing the reduction of crime and disorder in the Metropolitan Police District.

Funded Activities

Between **xx/xx/xxxx** ("Start Date") and **xx/xx/xxx** ("End Date"), the Authority has agreed to provide a Grant in the amount of **£xxxx.xx** (the "Maximum Grant") to the Recipient. The purpose of the Grant shall be to **XXXXXXXXXXXXXXXXXXXXXXXXXX** (the "Funded Activities"). The Recipient shall be permitted to use the Grant monies to pay for **XXXXXXXXXXXXXXXXXXXXXXXXXX** ("Eligible Expenditure").

Grant Payment Profile:

XXXXXXXXXXXXXXXXXXXX

Signed on behalf of London Councils

Authorised signatory

Signed on behalf of the Mayor's Office for Policing and Crime

Authorised signatory for the Mayor's Office for Policing and Crime

Terms and Conditions for Provision of Grant

1. Definitions and interpretation

1.1 In this Agreement, unless the context otherwise requires, the following words have the following meanings:

"Agreement" means the agreement between the Authority and the Recipient for provision of the Grant, comprising these Terms and Conditions and the Front Sheet

"Authority" means the Mayor's Office for Policing and Crime of 10 Dean Farrar Street, London SW1H 0NY

"Authority Contact Officer" means the person appointed as such pursuant to clause 19.1

"Confirmation Certificate" means the certificate to be completed by the Recipient in accordance with Clauses 4.2 and 6.2 in the form set out as Schedule 1 to these Terms and Conditions

"Contracting Authority" means any contracting authority as defined in Regulation 3 of the Public Contracts Regulations 2006

"Eligible Expenditure" means the expenditure for which Grant monies may be used as set out on the Front Sheet excluding the items listed in clause 5

"Expiry Date" means the date specified as such on the Front Sheet

"FOI Legislation" means the Freedom of Information Act 2000, the Environmental Information Regulations 2004 and any subordinate legislation

"Financial Year" means the twelve month period falling between 1 April and 31 March inclusive

"Funded Activities" means the activities described on the Front Sheet

"Funding Period" means the Financial Year(s) and part Financial Year(s) between the Start Date and Expiry Date

"Grant" means the grant funding that the Authority has agreed to pay to the Recipient in respect of the Funded Activities as specified on the Front Sheet

"Grant Payment Profile" means the details as set out on the Front Sheet and as may be updated by

the parties from time to time in accordance with clause 6.5

"Party" means the Authority and the Recipient

"Purpose" means the purpose of performing the Funded Activities and any other specific purpose(s) identified on the Front Sheet

"Recipient" means the party identified as such on the Front Sheet

"Recipient Contact Officer" means the person appointed as such pursuant to clause 19.1

"Start Date" means the date specified as such on the Front Sheet

"Terms and Conditions" means these terms and conditions.

1.2 In this Agreement, unless the context otherwise requires:

1.2.1 any reference to a person shall be construed as a reference to any person, firm, company, corporation, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) or one or more of the foregoing;

1.2.2 any reference to the singular shall include the plural and vice versa;

1.2.3 references to any party to this Agreement include its successors-in-title and permitted assignees;

1.2.4 any reference to "written" or "writing" includes faxes (but not email) or other transitory forms;

1.2.5 any phrase introduced by the terms "include", "including", "particularly" or "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

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2. **Grant offer**
- 2.1 Subject to the terms and conditions set out in this Agreement, the Authority offers to pay the Grant to the Recipient as a contribution towards Eligible Expenditure.
- 2.2 The Recipient acknowledges that the Authority agrees to provide Grant funding only up to the maximum amount of Grant specified on the Front Sheet, for the Funding Period and for the Purpose.
- 2.3 The Recipient shall procure that the Grant shall be used solely to meet Eligible Expenditure for the purpose of delivering the Funded Activities.
- 2.4 The Recipient shall perform the Funded Activities in accordance with the information specified on the Front Sheet and using all reasonable care, skill and diligence.
3. **Amount of Grant**
- 3.1 The Parties agree that the Grant to be paid by the Authority pursuant to this Agreement shall represent a contribution towards Eligible Expenditure (which include expenses) properly incurred by the Recipient in performing the Funded Activities.
- 3.2 No sums other than those identified on the Front Sheet are payable by the Authority to the Recipient under this Agreement.
4. **Payment of Grant**
- 4.1 In support of any payment of Grant, the Recipient shall provide the Authority with the following documents:
- 4.1.1 a completed Confirmation Certificate; and
- 4.1.2 such other supporting documentation as the Authority may reasonably specify that evidences the expenditure on Eligible Expenditure.
- 4.2 The Recipient shall provide such additional information and documentation as the Authority may reasonably request to assist the Authority with its assessment of whether Funded Activities have been completed in accordance with the requirements of this Agreement.
- 4.3 The Authority may normally agree to pay Grant monies in advance in circumstances where it is necessary to do so to enable the Funded Activities to progress. If the Authority agrees to pay Grant monies in staged payments, then in order to claim instalments of Grant the Recipient must submit a Confirmation Certificate together with evidence demonstrating that Grant monies paid under the previous instalment of Grant have been used for the purposes of Eligible Expenditure.
5. **Eligible Expenditure**
- 5.1 Eligible Expenditure does not include and the Recipient shall not be entitled to claim any Grant funding in respect of:
- 5.1.1 any expenditure of a party political or exclusively religious nature;
- 5.1.2 any recoverable VAT incurred;
- 5.1.3 any expenditure on works or activities which the Recipient or any other person has a statutory duty to undertake;
- 5.1.4 any liability arising out of negligence on the part of the Recipient or any of its officers, employees or sub-contractors;
- 5.1.5 any interest on debt;
- 5.1.6 any costs incurred in relation to the Funded Activities prior to the date of this Agreement.
- 5.2 For the avoidance of doubt, the Grant will only be payable in respect of Eligible Expenditure that is incurred by the Recipient and that is not the subject of any funding received from any co-funder or other third party.
6. **Managing the Grant**
- 6.1 At the end of the Funding Period the Recipient shall submit to the Authority a Confirmation Certificate. The Recipient shall ensure that Confirmation Certificates submitted to the Authority pursuant to this Clause 6.1:
- 6.1.1 are signed by the Recipient's Treasurer, Chief Finance Officer or equivalent;
- 6.1.2 contain a detailed breakdown of expenditure by reference to the Grant Payment Profile for the previous Financial Year; and
- 6.1.3 are accompanied by a statement detailing the outcomes accomplished by virtue of completion of the Funded Activities.
- 6.2 The Recipient shall, as soon as reasonably practicable, report to the Authority any variations to the forecasted spending on the Funded Activity.

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- 6.3 If an overpayment of the Grant has been made the Authority shall be entitled to recover the overpayment.
- 6.4 If the timing of completion of any of the Funded Activities changes, the Recipient shall notify the Authority as soon as reasonably practicable of the reasons for the changes and the new anticipated dates for completion. If the proposed new dates for completion of Funded Activities are acceptable to the Authority, the parties shall update the Grant Payment Profile accordingly. If the Authority reasonably considers that the changes to the dates for completion of the Funded Activities places at risk the Recipient's ability to complete the Funded Activities or frustrates the objectives of this Agreement, the Authority shall be entitled to terminate this Agreement immediately upon written notice.
- 6.5 The Recipient shall procure that its Treasurer, Chief Finance Officer, or equivalent shall ensure that:
- 6.5.1 appropriate professional arrangements are put in place for the management of the Grant and the reporting of expenditure; and
- 6.5.2 where the Grant is wholly meeting the cost of a specific project the Grant is accounted for and monitored separately from the Recipient's other funding streams.
- 6.6 The Authority may ask the Recipient to clarify information provided to it in respect of this Agreement. If so, the Recipient shall comply with any reasonable request.
- 7. Records to be kept**
- 7.1 The Recipient shall:
- 7.1.1 maintain and operate effective monitoring and financial management systems; and
- 7.1.2 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 written or electronic form.
- 8. Audit and inspection**
- 8.1 The Recipient shall, as and when required by such inspecting/auditing parties, permit any officer or officers of the Authority, external auditing bodies (e.g. the National Audit Office, the Audit Commission or appointed third party auditors for the Authority) or their nominees to:
- 8.1.1 visit its premises and/or otherwise inspect any of its equipment and activities (including any assets funded under the terms of this Agreement);
- 8.1.2 have access to Recipient personnel for any purpose including ensuring any reasonable security concerns of the Recipient are met; and/or
- 8.1.3 examine and take copies of the Recipient's books of account and such other documents or records,
- which may reasonably relate to the use of the Grant and/or compliance with the terms of this Agreement (including as may be relevant to an assessment of the economy, efficiency and effectiveness with which the Grant has been used). All such audit assistance shall be provided at no charge to the Authority, the external auditing bodies or their nominees.
- 8.2 The Authority shall endeavour, but is not obliged, to provide due notice of the intent to conduct an audit pursuant to Clause 8.1.
- 8.3 The Recipient shall ensure that this Grant falls within the scope of audit as part of the Recipient's annual internal audit programme. The Recipient shall ensure that the Grant is not separately identifiable in any public accounts or financial reporting issued by the Recipient.
- 9. Compliance with applicable law**
- 9.1 The Recipient shall ensure that in carrying out the Funded Activities and performing its obligations under this Agreement, the Recipient shall comply with all applicable laws and regulations.
- 9.2 The Recipient shall ensure that no act or omission by itself, its permitted sub-contractors and/or agents acting in connection with this Agreement causes the Authority to be in breach of any applicable laws or regulations.
- 10. Value for money**
- 10.1 The Recipient shall demonstrate, if required, to the satisfaction of the Authority that it has:
- 10.1.1 provided best value for money; and

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- 10.1.2 acted in a fair, open and non-discriminatory manner,
- in relation to the procurement of goods and services which are procured using Grant monies and in relation to goods and services which the Recipient itself is responsible for delivering in connection with the Funded Activities. The Authority reserves the right to withhold all or any payments of the Grant to the extent it believes the associated goods and/or services do not provide best value for money. The Recipient shall be given reasonable opportunity to provide additional information and submissions to demonstrate that the Recipient has complied with this Clause 10.
- 10.2 In procuring any goods or services using Grant monies, the Recipient shall, subject to the terms of this Agreement, ensure that it follows open and competitive procurement procedures.
- 11. Withholding and repayment of grant**
- 11.1 Subject to Clause 11.3, if the Recipient fails to comply with any of the terms and conditions set out in this Agreement, or if any of the events mentioned in Clause 11.2 occur, then the Authority may reduce, suspend, or withhold Grant payments, or require all or any part of the Grant to be repaid. The Authority shall not unreasonably withhold payment or unreasonably demand repayment from the Recipient. The Recipient shall repay any amount required to be repaid under this Clause within 30 days of receiving the demand for repayment.
- 11.2 The events referred to in Clause 11.1 are as follows:
- 11.2.1 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 Authority considers it to be material;
- 11.2.2 the Recipient takes what the Authority considers to be inadequate measures to investigate and resolve any reported irregularity;
- 11.2.3 the Authority reasonably considers that there has been unsatisfactory progress towards completion of the Funded Activities or that there has been a material, adverse change in respect of the nature, expenditure, timing or any other aspect of the Funded Activities or in any of the factors on which the decision to award the Grant was based (including the status of the Recipient); or
- 11.2.4 the Recipient ceases to operate and/or changes the nature of its operations to an extent which the Authority considers to be significant or prejudicial;
- 11.2.5 the Recipient is subject to a proposal for a voluntary arrangement or has a petition for an administration order or a winding-up order brought against it; or passes a resolution to wind up; or makes any composition, arrangement, conveyance or assignment for the benefit of its creditors, or purports to do so; or is subject to the appointment of a receiver, administrator or liquidator;
- 11.2.6 a decision is made by UK Government or by the European Commission and/or an obligation arises under any applicable law which requires that the Grant should be varied, withheld, reduced, cancelled or recovered;
- 11.2.7 the Authority reasonably considers that payment of the Grant or any part of it would be in breach of European Union state aid rules;
- 11.2.8 this Agreement is terminated by the Authority under Clause 6.5 or 18.3;
- 11.2.9 the Authority is unable to provide the Grant funding due to an internal policy decision or due to funding cuts.
- 11.3 If the Grant is withdrawn by the Authority under Clause 11.2.9, the Authority shall not require repayment of any Grant monies paid to the Recipient prior to the date of withdrawal.
- 12. Insurance**
- 12.1 The Recipient shall ensure at all times maintain adequate insurance cover (including but not limited to public liability insurance) with regard to liabilities and losses that may arise in connection with the Funded Activities and shall provide evidence of such insurance to the Authority on request.
- 13. Liability**
- 13.1 The Authority does not guarantee or underwrite the performance of any goods or materials purchased using Grant monies.
- 13.2 The Recipient shall indemnify and keep indemnified the Authority, its officers and employees from and against all claims, costs, expenses (including legal and other professional fees and expenses), losses, damages and other liabilities made against, suffered, or incurred by any of them and arising out of or in

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connection with the Recipient's activities in connection with the Grant or the Funded Activities, save to the extent that any such claims, costs, expenses, losses, damages or other liabilities were caused by the negligence of the Authority.

14. Confidentiality

14.1 The Recipient shall safeguard and keep confidential any and all confidential information that it may acquire in relation to the business or affairs of the Authority. The Recipient shall not use or disclose the Authority's confidential information except to the extent that such use or disclosure is necessary for the purposes of performing its obligations or exercising its rights under this Agreement. The Recipient shall ensure that its officers and employees and any other persons to whom the confidential information is disclosed comply with the provisions of this Clause 14.

14.2 The obligations on the Recipient set out in Clause 14 shall not apply to any information to the extent that such information:

14.2.1 is publicly available or becomes publicly available through no act or omission of that party;

14.2.2 is required to be disclosed by law.

14.3 The provisions of this Clause 14 shall survive any termination of this Agreement

15. Freedom of Information

15.1 Each party shall provide all reasonable assistance to the other to enable the other to comply with any request received by it under the FOI Legislation.

15.2 The Authority shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Agreement or any other agreement whether information is exempt from disclosure in accordance with the provisions of the FOI Legislation.

15.3 Where the Recipient is not an authority for the purposes of the FOI Legislation, in no event shall the Recipient respond directly to a Request for Information unless expressly authorised to do so by the Authority.

16. Data Protection

16.1 For the purposes of this Clause 16, the expressions "personal data" and "process" shall have the meanings given to them in the Data Protection Act 1998.

16.2 To the extent that either party is required to process personal data on behalf of the other party for the purposes of performing its obligations under this Agreement, that party shall:

16.2.1 process personal data only in accordance with instructions from the other party;

16.2.2 process personal data only to the extent, and in such manner, as is necessary for the performance of its obligations under this Agreement;

16.2.3 implement appropriate technical and organisational measures to protect the personal data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure and shall ensure that these measures are appropriate taking into account the harm which might result from any unauthorised or unlawful processing, accidental loss, destruction or damage to the personal data and having regard to the nature of the personal data which is to be protected;

16.2.4 not transfer any personal data outside of the European Economic Area without the prior written approval of the other party; and

16.2.5 return the personal data to the other party on termination of this Agreement.

17. Transparency Agenda

17.1 The Recipient acknowledges that the Authority may disclose payments made against this Agreement of value £500.00 and above, in accordance with the Government's transparency agenda. However, 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.

17.2 In circumstances where the Authority may be required to disclose details of payments made under this Grant pursuant to the Government's transparency agenda, the Authority will use all reasonable endeavours to notify the Recipient in advance of any such required disclosure.

18. Prevention of Corruption

18.1 Each party warrants that this Agreement has not been obtained or entered into as result of an offence committed under section 1, 2 or 6 of the Bribery Act 2010 and where appropriate section 117(2) of the Local Government Act 1972.

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- 18.2 Each party shall:
- 18.2.1 at all times comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010; and
- 18.2.2 not enter into this Agreement or any other agreement with the other party in connection with which commission has been paid or agreed to be paid by it or on its behalf or to its knowledge, unless before the agreement is made particulars of any such commission and the terms and conditions of any agreement for the payment thereof have been disclosed in writing.
- 18.3 Any breach of this Clause by a party or anyone employed by it acting on its behalf (whether with or without the knowledge of the relevant party) or the commission of any offence by a party or by anyone employed by it or acting on its behalf under the Bribery Act 2010, in relation to this or any other agreement with the other party shall entitle the other party to terminate this Agreement and recover from the breaching party any losses associated with such termination.
19. **Governance**
- 19.1 The Authority shall appoint the Authority Contact Officer to represent the Authority as follows:
- 19.1.1 in respect of day to day all matters relating to this Agreement; and
- 19.1.2 to liaise with the Recipient Contact Officer.
- 19.2 The Recipient shall appoint the Recipient Contact Officer to represent the Recipient as follows:
- 19.2.1 in respect of all day to day matters relating to this Agreement; and
- 19.2.2 to liaise with the Authority Contact Officer.
- 19.3 The Authority Contact Officer shall be responsible for all financial matters relating to the payment of the Grant, including the resolution of any related disputes.
20. **Dispute Resolution**
- 20.1 Any dispute arising out of or in respect of this Agreement shall be referred for resolution to the Authority Contact Officer and the Recipient Contact Officer.
- 20.2 Any dispute unresolved within twenty (20) Business Days of referral shall be referred to each parties Treasurer, Chief Finance Officer or equivalent.
21. **General**
- 21.1 This Agreement shall constitute the entire agreement and understanding, and shall supersede any previous agreement(s), between the parties in connection with the subject matter of this Agreement.
- 21.2 No variation to this Agreement shall be effective unless made in writing and signed by authorised representatives of both parties.
- 21.3 If any provision in this Agreement is declared void or unenforceable by any court or other body of competent jurisdiction, or is otherwise rendered so by any applicable law, that provision shall to the extent of such invalidity or unenforceability be deemed severable and all other provisions of this Agreement not affected by such invalidity or unenforceability shall remain in full force and effect.
- 21.4 This Agreement is personal to the Recipient and the Recipient shall not be entitled to assign, sub-contract or otherwise dispose of any of its rights or obligations under this Agreement without the prior written consent of the Authority.
- 21.5 Unless expressly stated in this Agreement, nothing in this Agreement shall confer any rights on any person under the Contracts (Rights of Third Parties) Act 1999.
- 21.6 This Agreement shall be governed by and construed in accordance with the law of England and Wales and any dispute arising under or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of England and Wales, to which each of the parties irrevocably submits.

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Schedule 1

Confirmation Certificate

Period			
From:		To:	
		Revenue (£)	Capital (£)
(a) Funding carried forward (only if authorised by Authority)			
(b) Total funding received in period			
(c) Actual expenditure in period			
(d) Outstanding funding (a + b - c)			

Confirmation Statement by Recipient

The Recipient hereby provides confirmation that (a) the Recipient has taken all reasonable steps to ensure that it obtains value for money in connection with all items procured using Grant monies and b) the information provided in this report is accurate and complete in all material respects.

To be completed by Recipient Contact Officer

Organisation:	
Signature:	
Name:	
Date:	
Position:	

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To be completed by Treasurer, Chief Finance Officer or equivalent (if different to above)

Signature:	
Name:	
Date:	
Position:	