



Home Office

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Home Office

GRANT AGREEMENT

between

THE SECRETARY OF STATE FOR THE HOME DEPARTMENT

and

[INSERT NAME OF RECIPIENT]

SAFER STREETS FUND

FOR THE PERIOD 28 JUL 2020 TO 31 MAR 2021

**HOME OFFICE
Neighbourhood Crime Unit
2 Marsham Street
London SW1P 4DF**

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HOME OFFICE GRANT TERMS AND CONDITIONS

This **Grant Agreement** is made on **DD MMM YYY** [*insert date of signature*]

Between:

- (1) The Secretary of State for the Home Department acting on behalf of the Crown through the Home Office's Neighbourhood Crime Unit whose principal address is at 2 Marsham Street, London SW1P 4DF (the "**Authority**")

AND

- (2) The [*insert name*] whose principal address is at [*insert address, incl. [Companies House](#) or [Charity Commission](#) registration number*], (the "**Recipient**").

[DN: Where an organisation has both CH and CC registration numbers, you must confirm to which of its legal entities you are awarding funding and only use the appropriate reg. no. here. This will also determine whether, at clause 9.1, you select IAS or CSoRP]

IN RELATION TO THE PURPOSE:

Project Name: Safer Streets Fund

Project Reference: SSF 150

Project Description: **The Safer Streets Fund (the 'Fund')** seeks to reduce acquisitive crime, grow local capability, and, build the evidence base of 'what works' and how it can be scaled as fully detailed in Schedule 1 and Annex D (the "**Purpose**").

1. Introduction

- 1.1. The Authority is exercising the power conferred to it by Section 169 of the Criminal Justice and Public Order Act 1994 to make awards of grant funding.
- 1.2. This agreement (the "**Grant Agreement**") sets out the legally binding terms and conditions which apply to the Authority providing the Grant and to the Recipient receiving the Grant. It consists of twenty-four (24) Clauses, seven (7) Schedules and eight (8) Annexes.
- 1.3. It is supplementary to the Grant Funding Letter (as defined below) and replaces any previously agreed grant terms and conditions between the Authority and the Recipient to deliver Safer Streets Funding.
- 1.4. The Fund will positively impact on Beneficiaries in both England and Wales. Resultantly, the Recipient, Delivery Partners and any Third Parties involved must be cognisant of, and act in accordance with, any devolved policy bulletins, enactments, orders, statutes, regulations or other similar instruments as appropriate. For example,

where the Purpose is delivered in Wales, whether wholly or partially, it must be provided in such a way as to not treat the Welsh language less favourably than English, in accordance with the Welsh Language (Wales) Measure 2011.

2. Definitions and Interpretations

2.1. In this Grant Agreement:

“**Advance of Need**” means a payment made ahead of the relevant expenditure being identified;

“**Annex**” means the annexes attached to this Grant Agreement;

“**Asset**” means any physical item, group of items, or financial asset purchased, donated or developed together, which cost more than GBPX,XXX [insert value], excluding VAT, or has a continuous useful life of twelve (12) Months or more, and is purchased wholly or partially using the Grant;

[DN - The threshold for capitalisation is to be set by / agreed with the Recipient to ensure it is consistent with the Recipient's own accounting policies.]

“**Authorised Representatives**” means the duly authorised officers, directors, employees etc of either Party as recorded in Annex C;

“**Background IPRs**” means any pre-existing IPR vested in or licensed to either Party prior to the award of this Grant Agreement and/or created by either Party independently of the Purpose and/or without the Grant;

A “**Beneficiary**” means any resident whose life is positively impacted by the interventions funded within the Recipient's specified area as set in Annex D.

A “**Calendar Day**” means any calendar day, Sunday through Saturday inclusive;

“**Civil Society Organisations**” (as defined in The Compact) means charities, social enterprises and voluntary and community groups;

“**Clause**” means the clauses in these Terms and Conditions which form part of this Grant Agreement;

“**Commencement Date**” means the date on which the Grant Agreement comes into effect and from which Eligible Expenditure may be claimed, being the 01 JUN 2020;

*[DN: the Commencement Date does **not** have to be the date of signature it could be the same, or an earlier or later date]*

“**Commercially Sensitive Information**” means information of a commercially sensitive nature that may cause the Recipient significant commercial disadvantage or material financial loss relating to the (a) pricing of the Grant Agreement, (b) Recipient's IPRs, and (c) Recipient's own business and investment plans;

The “**Compact**” means the national agreement between the UK Government and Civil Society Organisations which aims to ensure the parties work effectively in partnership to achieve common goals and outcomes for the benefit of communities and citizens;

A “**Critical Incident**” means any incident where the outcome or consequence of that incident is likely to result in serious harm to any individual; or significant community impact; or significant impact on public confidence in the Authority, including the provision of the Purpose;

“**Crown Body**” means the governments of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including, but not limited to ministers and departments and particular bodies, persons, commissions, or agencies from time-to-time carrying out functions on its behalf;

“**Data Protection Legislation**” means (i) the General Data Protection Regulations (‘GDPR’) 2016/679 including the Law Enforcement Directive, (ii) the Data Protection Act 2018 (‘DPA 2018’) to the extent that it relates to the processing of Personal Data and privacy, and (iii) all applicable Law about the processing of Personal Data and privacy;

“**Delivery Partner**” means any Third-Party, who is not a Beneficiary, whether an organisation or an individual, working with the Recipient, and remunerated by the Recipient from the Grant, to deliver the Purpose;

“**Delivery Proposal**” means the Recipient’s proposal at Annex D for achieving the Authority’s objectives as described in Schedule 1;

“**Duplicate Funding**” means funding received by the Recipient from a Third Party (including a Crown Body) which is intended to be used to deliver the Purpose, and which has not been declared to the Authority. Alternate sources of funding where declared and accepted as Supplementary Funding will not be considered Duplicate Funding so long as the Recipient can demonstrate what additionality (volumes; scope; geography) this enables the Purpose to achieve;

“**Eligible Expenditure**” means all costs, expenses, liabilities and obligations that are related to, incurred by or arise out of the delivery, activities and operations of the Purpose by the Recipient from the Commencement Date, and which comply in all respects with the eligibility rules set out in this Grant Agreement as determined by the Authority at its sole discretion;

A “**Finance Officer**” means a treasurer, finance officer or other officer of equivalent standing of the Recipient, and a Senior Finance Officer shall hold suitable position and authority;

The “**Funding Period**” means the period for which the Grant is provided from the Commencement Date to 31 MAR 2021;

The “**Grant**” means the grant payable by the Authority to the Recipient under the terms of this Grant Agreement, the amount of

which (the “**Grant Amount**”) shall not be more than **insert amount expressed in words (and numerically) [e.g. six hundred thousand pounds (£600,000)]**.

“**Grant Claim**” means a payment request submitted on the form found at Annex A by the Recipient to the Authority detailing its claim for Eligible Expenditure;

The “**Grant Funding Letter**” means the letter dated **[insert date]** from the Authority to the Recipient which sets out supplementary information in relation to the Grant, a copy of which is set out in Annex G;

“**Grant Sponsor**” means the individual who has been nominated by the Authority to be the principal point of contact for the Recipient in relation to the Grant Agreement and whose name is recorded in Annex C;

A “**Grant Variation Notice**” means the official communication notifying the Parties and specifying the changes that have been made to the Grant Agreement and recorded at Annex F;

“**Ineligible Expenditure**” means expenditure which is not Eligible Expenditure and as further detailed in Annex E;

“**Information Acts**” means the Data Protection Legislation, Freedom of Information Act 2000 (‘FOIA’) and the Environmental Information Regulations 2004 (‘EIR’);

“**Intellectual Property Rights**” or “**IPRs**” means copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, branding, rights in Internet domain names and website addresses and other rights in trade names, designs, know-how, trade secrets, and any modifications, amendments, updates and new releases of the same and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world and any other rights in Commercially Sensitive Information;

“**Law**” means any applicable law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements of any regulatory body, delegated or subordinate legislation;

“**Losses**” means all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and **Loss** will be interpreted accordingly;

“**Match Funding**” means any monies offered or required towards the cost of achieving the Purpose as a contribution by the Recipient;

A “**Mediator**” means any independent person/body appointed by both Parties to mediate upon any dispute;

A “**Month**” means any calendar month;

An “**Outturn Statement**” means the detailed end of year monitoring report template found at Annex B to be submitted by the Recipient to the Authority containing a full breakdown of expenditure and income for the entire Funding Period;

A “**Party**” means a signatory to this Grant Agreement;

“**Personal Data**” has the meaning given to it in the Data Protection Legislation;

“**Project Manager**” means the individual who has been nominated by the Recipient to be the principal point of contact for the Authority in relation to the Grant Agreement and whose name is recorded in Annex C;

“**Schedule**” means the Schedules attached to this Grant Agreement;

“**Staff**” means any person employed or engaged by the Recipient and acting in connection with the operation of this Grant Agreement including the Recipient’s owners, directors, members, trustees, employees, agents, suppliers, volunteers and Delivery Partners (and their respective employees, agents, suppliers and Delivery Partners) used in the delivery of the funded outcomes;

“**State Aid**” means the law embodied in Articles 107- 109 of section 2, Title VII of the Common Rules on Competition, Taxation and Approximation of Laws – Consolidated Versions of the Treaty on European Union and the Treaty for the Functioning of the European Union or any subsequent Law which replaces it following the UK’s exit from the European Union;

“**Supplementary Funding**” means any contribution offered by a Third Party to the Recipient towards fulfilment of the Purpose intended to meet the balance of any expenditure not supported by the Grant and notified to the Authority in accordance with Clause 10.9;

“**Third Party**” means any party whether person or organisation other than the Authority or the Recipient;

“**Unspent Monies**” means any of the Grant which remains unspent and uncommitted at the end of a Funding Period or because of termination or breach of these Conditions; for avoidance of doubt Supplementary Funding will neither be considered as Grant or Unspent Monies;

“**Value for Money**” means securing the optimum combination of cost, quality and effectiveness, including relevant social value criteria over the whole period of use; it does not mean minimising upfront prices i.e. the lowest or cheapest option; and

A “**Working Day**” means any day from Monday to Friday (inclusive) which is not specified or proclaimed as a bank holiday in England and

Wales pursuant to section 1 of the Banking and Financial Dealings Act 1971 including Christmas Day and Good Friday.

- 2.2. In this Grant Agreement, unless the context otherwise requires:
- a. References to the singular include the plural, and vice versa,
 - b. References to a gender include the other gender and the neuter,
 - c. References to a person include an individual, company, body corporate, corporation, unincorporated association, firm partnership or other legal entity or Crown Body,
 - d. References in this Grant Agreement to Clauses, Appendices, Annexes and the Schedule are references to the clauses, sub-clauses, appendices annexes and schedule to this Grant Agreement,
 - e. The headings in this Grant Agreement are for ease of reference only and shall not affect the interpretation or construction of this Grant Agreement,
 - f. References to an Act of Parliament or any Law shall be deemed to include any subordinate legislation of any sort made, or as amended, extended, consolidated or re-enacted from time to time under that Act,
 - g. Any references to policy bulletins, enactments, orders, statutes, regulations or other similar instruments shall be construed as a reference to the policy bulletin, enactment, order, statute, regulation or instrument as amended or replaced by any subsequent policy bulletin, statute, enactment, order, regulation, or instrument,
 - h. Nothing in this Grant Agreement shall be deemed to constitute a partnership or agency relationship between the Parties at any time.

3. Grant Offer

- 3.1. Subject to the Recipient complying with this Grant Agreement, the Authority offers to reimburse the Recipient as a contribution towards its Eligible Expenditure.
- 3.2. The Recipient acknowledges that the Authority agrees to fund it only for the Grant Amount, the Funding Period and for the Purpose specified in this Grant Agreement and the Grant Funding Letter.

4. Amount of the Grant

- 4.1. The Authority has agreed funding of up to the Grant Amount; the Grant Amount will not be increased in the event of any overspend by the Recipient in its delivery of the Purpose.

- 4.2. It is the Recipient's responsibility to ensure that its receipt, management and expenditure of the Grant complies with all tax requirements in force at the time and for the Funding Period.
- 4.3. The Recipient acknowledges that the Grant and any Eligible Expenditure claimed are not paid as a consideration for any taxable supply for VAT purposes. The Grant Amount and any Eligible Expenditure claimed are therefore deemed to be inclusive of all VAT chargeable, and the Parties agree that the Authority's obligation does not extend to paying any additional amounts in respect of VAT.
- 4.4. The Recipient acknowledges that unless explicitly agreed by the Authority in writing in advance, the Grant will not be used to meet the cost of any import, customs duties or any other taxes or similar charges applied by non-UK governments or by any non-UK local public authority.

5. Timing of the Grant

- 5.1. Grant Claims will be paid in accordance with the payment profile and triggers detailed in Schedule 2 within thirty (30) Calendar Days of the receipt and agreement of a correctly submitted Annex A and all supporting monitoring information as set out in Schedule 3.
- 5.2. The Authority shall have no liability to the Recipient for any Losses caused by a delay in the approval of, or amendment to, Eligible Expenditure howsoever arising.
- 5.3. In order for the Grant to be released, the Authority will require the Recipient to:
 - a. have signed and returned a copy of this Grant Agreement to the Authority, and
 - b. have provided the appropriate bank details, and
 - c. be in compliance with the Grant Agreement throughout the period for which Eligible Expenditure is being claimed.
- 5.4. Payments will be made by BACS using account details that the Recipient must supply to the Authority. The Recipient is responsible for ensuring that the Authority has been notified of its correct bank account details and any subsequent changes. Original notification of, and all subsequent amendments to, the Recipient's bank details must be provided on its own headed notepaper duly signed by a Senior Finance Officer.
- 5.5. The information which the Recipient must supply to the Authority to allow BACS payments is as follows:

Recipient Details

- 1. Registered name of company
- 2. Trading name of company

Recipient Address Details

- 1. Registered Address
- 2. Credit Control/Finance Address

3. Company registration number
4. Vat registration number

Contact Details

1. Email address for purchase orders
2. Email address for remittance advice
3. Email address for invoice queries
4. Telephone Number for Accounts Receivable/Credit Control

Payment Details

1. Bank Name
2. Branch name and address
3. Company Bank Account Name
4. Bank Account Number
5. Bank Account Sort Code

*[DN - This table does **not** require completion with the Recipient's details. It is a statement as to those details required by the Authority to set up a new Recipient (or change an extant Recipient's details) within the P2P system.]*

- 5.6. The Authority is not permitted to pay the Grant in Advance of Need. If the Authority 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.
- 5.7. Nothing in this Grant Agreement shall oblige the Authority to reimburse claims against the Grant beyond the Funding Periods.
- 5.8. Any request for payment relating to activities undertaken after the Funding Period shall be subject to the specific written approval of the Authority (such approval not to be unreasonably withheld).

6. Managing the Grant

- 6.1. Each Party shall record the contact details of their Authorised Representatives at Annex C. At a minimum these must be the Grant Sponsor and Project Manager.
- 6.2. The Recipient shall:
 - a. have sound administration and audit processes, including financial safeguards against fraud, theft, money laundering, counter-terrorist financing or any other impropriety or mismanagement in connection with the administration of the Grant,
 - b. ensure that the adequacy of the systems in place are subject to independent audit, the results of which must be shared with the Authority, and
 - c. ensure that appropriate professional arrangements are put in place for the management of the Grant and the reporting of expenditure.

- 6.3. The Recipient should take all necessary steps to ensure that the Grant is accounted for and monitored separately from the Recipient's other funding streams.
- 6.4. Monies and income derived from Third Parties as Supplementary Funding shall not constitute the Grant and will be accounted for, identified and reported on separately.
- 6.5. The Recipient may not vire (move) funds between this Grant and other grants made to it.
- 6.6. 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.
- 6.7. In support of Grant Claims, and in accordance with the monitoring and reporting requirements detailed in Schedule 3, using the template at Annex A the Recipient shall provide the Authority with narrative reports detailing progress against critical success factors; these should also include headline financial reconciliations highlighting spend and any significant financial variances, underspend or overspend.
- 6.8. Where an underspend is identified by the Recipient the Authority may require that (i) a revised budget toolkit is submitted, and (ii) subsequent payment values noted in Schedule 2 are adjusted accordingly.
- 6.9. At the end of the Funding Period, the Recipient shall submit an Outturn Statement to the Authority. This Outturn Statement must:
 - a. be in the format set out in Annex B, and
 - b. be signed by a Finance Officer.
- 6.10. The Authority may ask the Recipient to clarify any information provided to it. If so, the Recipient shall comply with any such request.
- 6.11. The Authority may at its discretion provide the Recipient with feedback on the adequacy of any report or claim and may also require the Recipient to re-submit a report or claim, having taken into account any issues raised in the Authority's feedback.
- 6.12. The Recipient shall promptly notify and repay to the Authority any overpayment or monies incorrectly paid to it. This includes (without limitation) situations where either an incorrect sum of money has been paid or where Grant has been paid in error before the Recipient has complied with all conditions attaching to the Grant.
- 6.13. At the end of the Funding Period, or upon termination howsoever caused, the Recipient shall ensure that all Unspent Monies are returned to the Authority, unless otherwise agreed in writing by the Authority and at its sole discretion.
- 6.14. For the purposes of accounting, reconciliation and the repatriation of Unspent Monies at termination or at any other point provided for within this Grant Agreement, the Grant shall consist of:

- a. all Grant monies paid to the Recipient,
 - b. all interest and returns generated from the investment of the Grant, and
 - c. the proceeds of the sale or disposal of any Assets.
- 6.15. The Recipient shall be mindful of the UK Government's "Greening Government Commitments"¹ and ensure that all its activities and those of its Delivery Partners are delivered in accordance with these.
- 6.16. The Recipient shall have appropriate and proportionate contingency plans in place to ensure continuity of delivery of the Purpose, and the Authority shall have sight of these contingency plans and shall have the right to request assurance from the Recipient as to their implementation, where necessary, to ensure continuity of delivery of the Purpose.
- 6.17. The Recipient should ensure it has in place suitable measures for the orderly management of its business operations following the expiry or termination of this Grant Agreement howsoever caused.

7. Records to be kept

- 7.1. The Recipient shall maintain and operate effective monitoring and financial management systems, and keep a record of all:
- a. Eligible Expenditure and retain all accounting records relating to the Eligible Expenditure for a period of at least seven (7) years after the end of the Funding Period. Accounting records should include: original invoices, receipts, minutes from meetings, accounts, deeds, interest accrued, returns on investments, income generated, Supplementary Funding received and any other relevant documentation, whether in writing or electronic form, and
 - b. gifts, both given and received, in connection with the Purpose.
- 7.2. Where the Recipient is paying Grant monies to Delivery Partners, and any Delivery Partner(s) wish to retain such original documentation, the Recipient should obtain from the Delivery Partner(s):
- a. certified copies of the accounting documents justifying income and expenditure incurred by the Delivery Partner(s) in relation to the Purpose,
 - b. an annual, written statement, signed by the Delivery Partner's treasurer or equivalent senior finance officer, of how the money was spent, and
 - c. a signed undertaking that the Delivery Partner will retain such documents for the period prescribed above.

¹ <https://www.gov.uk/government/publications/greening-government-commitments-2016-to-2020/greening-government-commitments-2016-to-2020>

- 7.3. Where the Grant is spent on capital items (Assets), the Recipient must:
- a. maintain an asset register of such capital items. This register shall record as a minimum,
 - (i) the date the item was purchased,
 - (ii) description of the Asset,
 - (iii) location of the Asset,
 - (iv) the price paid,
 - (v) the date of disposal, and
 - b. provide proof of insurance coverage for the useful life of the relevant Asset, and
 - c. make the Assets available for inspection.
- 7.4. Assets will be the property of the Recipient for the duration of the Funding Period and must only be used in furtherance of the Purpose.
- 7.5. The Recipient shall undertake all necessary maintenance and upkeep activities including but not limited to the proper insurance, routine inspection, testing, maintenance, repair and refurbishment of such Assets.
- 7.6. The Recipient shall maintain records in relation to Assets which require active maintenance and will make them available to the Authority upon reasonable request.
- 7.7. On the expiry or termination of this Grant Agreement (howsoever caused), title in Assets acquired using the Grant shall remain with the Recipient, unless otherwise expressly agreed in writing between the Parties.
- 7.8. Following an event as described in Clause 7.7, the Authority may offer to purchase the Asset(s) at a fair market value agreed in writing by the Parties.
- 7.9. At any time after purchase, should the Recipient propose to sell, dispose of, change the use of or donate to a Third Party an Asset then the Recipient must first consult the Authority to determine what should happen.
- 7.10. The Authority may require the Recipient to:
- a. return proceeds from sale of any Assets to the Authority, or
 - b. re-invest proceeds from the sale of any Assets.
- 7.11. The provisions of Clause 7.9 and 7.10 shall survive the termination of this Grant Agreement, howsoever that occurs.

8. Eligible and Ineligible Expenditure

- 8.1. Eligible Expenditure is expenditure incurred by the Recipient in managing, administering and delivering the Purpose. The Recipient

may not use the Grant for any activities other than those required to achieve the Purpose and as more fully described in Schedule 1 and Annex D, or as approved in writing by the Authority.

- 8.2. Annex E describes in more detail examples of Ineligible Expenditure.
- 8.3. The following costs/payments will be classified as Eligible Expenditure if incurred in delivering the Purpose:
 - a. Salary costs, in whole or as a portion, comprising basic salary, employer pension contribution, recruitment & retention allowances and statutory sick pay,
 - b. fees charged or to be charged to the Recipient by the external auditors/accountants for reporting/certifying that the Grant paid was applied for its intended purposes, for example an Independent Assurance Statement,
 - c. giving evidence to Parliamentary Select Committees in connection with the Purpose or this Grant Agreement,
 - d. attending meetings with government ministers or civil servants to discuss the progress of this Grant,
 - e. responding to public consultations, where the topic is relevant to the Purpose. Eligible Expenditure does not include the Recipient spending the Grant on lobbying or employing other people to respond to any such consultation (unless explicitly permitted in the Grant Agreement),
 - f. providing independent, evidence-based policy recommendations to local government, departments or government ministers, where that is the objective of the Grant, for example, 'What Works Centres', and
 - g. providing independent evidence-based advice to local or national government as part of the general policy debate, where that is in line with the objectives of the Grant.

9. Audit and Inspection

- 9.1. The Recipient shall comply with the international accounting standards.²
- 9.2. The Recipient shall ensure that the Grant falls within the scope of audit as part of the Recipient's annual internal and external audit programme.
- 9.3. The value and purpose of the Grant shall be identified separately in the Recipient's audited accounts (or the notes thereto). Should the Recipient's annual turnover fall below the threshold that is the minimum legal requirement for formal external audit (currently £10.2million) then an Independent Assurance Statement must be signed off by either an external auditor or an independent qualified

² <https://www.gov.uk/government/publications/charities-sorp-2005>

accountant.

- 9.4. On request, the Recipient will send the Authority a copy of its, or its Delivery Partners, latest audited accounts, or a cashflow statement and forecast. This should be:
 - a. a hard copy sent by traditional post, or
 - b. an electronic copy sent by email (e.g. a hyperlink to a public facing website, or PDFs of the document(s)).
- 9.5. The Recipient shall, without charge, permit any officer or officers of the Authority, agents, external auditing bodies (e.g. European Court of Auditors, National Audit Office or Public Sector Audit Appointments) or their nominees, access to its Staff, premises, facilities and records and shall, if so required, provide appropriate oral or written explanations from them, for the purpose of examining, discussing, monitoring and evaluating the Recipient's fulfilment of the conditions of this Grant Agreement and the economy, efficiency and effectiveness with which the Grant has been used.
- 9.6. Further to Clause 9.5, any officer or officers of the Authority, external auditing bodies (e.g. European Court of Auditors, National Audit Office or Public Sector Audit Appointments) or their nominees, may also 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.
- 9.7. The Authority shall endeavour, but is not obliged, to provide due notice of its intent to undertake the activities described in Clauses 9.5 and 9.6.
- 9.8. The Recipient agrees to make available immediately to the Authority, free of charge, and whenever requested, copies of audit reports obtained by the Recipient in relation to the Purpose or other aspect of the Grant Agreement.
- 9.9. In all cases, the Recipient shall supply the Authority with all such financial information, as is reasonably requested from time-to-time, on an open book basis.

10. Lawful conduct, equal opportunities and activities funded by the Grant

- 10.1. The Recipient will notify the Authority of any changes to its constitution, legal form, membership structure (if applicable) or ownership, and of any complaint or investigation by any regulatory body or the police into its activities or those of its Staff or Delivery Partners.
- 10.2. The Recipient shall ensure that all reasonable steps have been taken to ensure that it and any Delivery Partner acting on its behalf complies with all applicable Laws and shall possess all the necessary qualifications, licences, permits, skills and experience to discharge their responsibilities effectively, safely and in conformance with any

applicable Law for the time being in force (so far as binding on the Recipient and/or the Delivery Partner).

- 10.3. Where the Grant will be distributed outside the United Kingdom and/or the European Union the Recipient shall use its best endeavours to ensure that such funding:
 - a. does not contravene the Laws of any other country, and
 - b. is not used to support activities which could bring the Authority's name into disrepute.
- 10.4. The Recipient shall ensure that it, and any Delivery Partner, has relevant organisational policies in place to deliver the Purpose. These should cover, but not be limited to: whistleblowing; safeguarding; diversity and equality; environmental; data protection; and information security; physical security; staff vetting; staff welfare; supply chain transparency; and, modern slavery, and shall remain current for the duration of the Funding Period and be reviewed regularly by appropriately senior Staff and confirmed by the board or Trustee(s). All Staff must be aware of these policies and of how to raise any concerns.
- 10.5. The Recipient shall take all reasonable steps to ensure that it and anyone acting on its behalf do not bring the Authority or the Purpose into disrepute, for example by reason of prejudicing the Purpose and/or being contrary to the interests of the Authority.
- 10.6. In particular, the Authority has a zero-tolerance approach towards sexual exploitation, abuse and all forms of bullying, harassment and discrimination, especially for those who have a protected characteristic under the Equality Act 2010 (sexual orientation, race, religion, age, disability, sex, gender reassignment, marriage/civil partnerships and maternity / pregnancy) as well as gender identity. The Recipient will immediately contact the Grant Sponsor to report any credible suspicions, or actual incidents, of sexual exploitation, abuse, bullying, harassment or discrimination related to this Grant Agreement or which would be of significant impact to the Authority or other Crown Body. For example, any event that affects the governance or culture of the Recipient, such as those related to senior management, must be reported.
- 10.7. Any event notified to the Authority under Clauses 10.5 and/or 10.6 may be investigated by the Authority or a duly nominated representative or agent. The Recipient will fully co-operate with any investigation.
- 10.8. The Recipient shall comply fully with the Code of Conduct for Recipients of Government General Grants (the 'Code of Conduct')³. It will ensure that Staff are made aware of their obligations and undertake their duties when delivering the Purpose in a manner consistent with the principles outlined in the Code of Conduct.

³ <https://www.gov.uk/government/publications/supplier-code-of-conduct>

- 10.9. Before entering into any agreement with a Third Party offering Supplementary Funding towards delivery of the Purpose, the Recipient must:
- a. ensure that robust due diligence processes (similar to that set out in Clause 12.3), regarding both the prospective donor and the source of the monies, have been undertaken, and
 - b. inform the Authority of these details including, but not necessarily limited to, the source, value, scope, nature and any conditions of the Supplementary Funding.
- 10.10. Following receipt of information in accordance with Clause 10.9, the Authority shall, at its sole discretion, confirm in writing whether the use of the Supplementary Funding for the Purpose is acceptable to it. In instances where the Authority does not agree the Supplementary Funding can be used, for example by reason of prejudicing or conflicting with the Purpose and/or being contrary to the interests of the Authority, the Recipient must confirm in writing (i) what it intends to do with the Supplementary Funding, and (ii) that it will not use the Supplementary Funding to deliver the Purpose.
- 10.11. The Recipient agrees and accepts that it may become ineligible for grant support and be required to repay all or part of the Grant – not limited to any Unspent Monies – if it engages in tax evasion or aggressive tax avoidance in the opinion of HMRC.

11. Conflict of interest and fraud, financial or other irregularities

- 11.1. The Recipient and its Staff shall take all reasonable steps to avoid any actual or perceived bias or conflicts of interest in respect of the Grant or the Purpose.
- 11.2. Neither the Recipient nor its Delivery Partners shall engage in any personal, business or professional activity which conflicts or could conflict with any obligations in relation to the Agreement.
- 11.3. The Recipient must set up formal procedures to require all Staff to avoid any potential conflict of interest and 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.
- 11.4. 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 Authority immediately, explain what steps are being taken to investigate the suspicion, and keep the Authority informed about the progress of the investigation.
- 11.5. For the purposes of Clause 11.4, "financial irregularity" includes (but is not limited to) potential fraud or other impropriety, mismanagement, bribery, corruption and the use of the Grant for purposes other than those stipulated by the Authority in this Grant Agreement.

- 11.6. The Recipient must pro-actively identify, itemise and assess how it and the use of the Grant might be vulnerable to fraud. Fraud should always be considered as a risk and reported on as required in Schedule 3 (Risk Management or Ad-hoc reporting).
- 11.7. The Recipient agrees that it will not apply for or obtain, and will assure that any Beneficiary, or Delivery Partner, is not in receipt of or does not apply for or themselves obtain, Duplicate Funding. The Authority may refer the Recipient, Beneficiary or a Delivery Partner to the police should it dishonestly and intentionally obtain Duplicate Funding to deliver the Purpose.
- 11.8. The Recipient shall not offer or give, or agree to give, to the Authority or any other public body or any person employed by or on behalf of the Authority or any other public body any gift or consideration of any kind as an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Grant Agreement or any other contract with the Authority or any other public body, or for showing or refraining from showing favour or disfavour to any person in relation to the Grant Agreement or any such contract.

12. Procurement procedures

- 12.1. In procuring any works, goods or services or otherwise disbursing the Grant, the Recipient shall follow its own procurement guidelines to secure Value for Money and shall apply the principles of non-discrimination and equal treatment, transparency, mutual recognition and proportionality in all purchases of goods and services.
- 12.2. Prior to the award of onward funding or a contract or other legal form of agreement to a Delivery Partner, the Recipient shall ensure that it carries out a thorough and proportionate documented due diligence process to understand an organisations' financial status, viability and capability; technical skills and capacity; operational and commercial processes and procedures; background and history (fraud risk, money laundering, terrorism, modern slavery etc); and ensure the payment is not Duplicate Funding.
- 12.3. When procuring or entering into an arrangement with a Delivery Partner, the Recipient shall be mindful of the intent, and apply the spirit, of the:
 - a. Government Functional Standard for General Grants⁴, and
 - b. Compact in all its dealings with Civil Society Organisations.
- 12.4. Where the Recipient enters into a contract (or any other form of agreement) with a Delivery Partner for the provision of any part of the Purpose, the Recipient shall ensure that such terms are included in the agreement which:

⁴ <https://www.gov.uk/government/publications/grants-standards>

- a. requires the Recipient to pay all sums due within a specified period not exceeding thirty (30) Calendar Days from the date of receipt of a validated invoice or claim request as defined by the terms of the agreement,
 - b. enable the Recipient to recover unspent or misused funds in accordance with this Grant Agreement,
 - c. ensure that all funded activities are fully reported on,
 - d. comply with all the Authority's positions and policies referred to in this Grant Agreement, and
 - e. provide the Authority with an up-to-date, unredacted, signed copy of any agreement, including any amendments, entered into upon request.
- 12.5. Onward payment of the Grant to Beneficiaries and the use of Delivery Partners shall not relieve the Recipient of any of its obligations under this Grant Agreement, including any obligations to repay the Grant.
- 12.6. The Recipient shall remain responsible at all times for paying the Delivery Partner. The Authority shall have no responsibility for paying a Delivery Partner's invoice or claim request.
- 12.7. If the Authority becomes aware that the Recipient has failed to pay a Delivery Partner's undisputed invoice or Beneficiary's claim request within thirty (30) Calendar Days of receipt, the Authority shall be entitled to publish the details of the late or non-payment (including on government websites and in the press).
- 12.8. Prior to Commencement, the Recipient shall provide the Authority with a list of all identified Delivery Partners and must thereafter provide written notification in advance of any planned changes to this list whether additions, removals or replacements of Delivery Partners.
- 12.9. In accordance with Clause 12.1, where the Recipient follows a sole source, single tender or other direct award procedure above **£X,XXX** 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,
 - 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.
- [DN: insert a value based on the Recipient's own purchasing policy threshold]**
- 12.10. The Recipient shall not carry out any activities that could be constituted as state-aided and nor shall it pay illegal State Aid to any

organisation or individual⁵. The Recipient will maintain appropriate records of its compliance with the state-aid Law requirements.

13. Insurance coverage

- 13.1. The Recipient shall ensure that appropriate and adequate insurance arrangements (including but not limited to public liability insurance or an equivalent policy) are in place to deliver the Purpose and shall provide evidence of such insurance to the Authority on request. This includes the Loss or personal injury to persons undertaking activities in furtherance of the Purpose.

14. Indemnity

- 14.1. The Authority accepts no liability to the Recipient or to any Third Party for any costs, claims, damage or Losses, howsoever they are incurred, except to the extent that they arise from personal injury or death which is caused by the Authority's negligence.
- 14.2. The Recipient agrees to indemnify the Authority 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.
- 14.3. Neither Party shall be liable for any delays in performing or failure to perform any of its obligations under this Grant Agreement if such delay or failure is caused by a force majeure event, such as acts of God, civil disorder, military action, acts of terrorism, natural disaster and other circumstances which are beyond the reasonable control of either Party, but excluding any industrial dispute. In such event, either Party will give immediate notice in writing to the other Party of the existence of such cause or event and of the likelihood of delay.
- 14.4. Nothing in this Grant Agreement limits any liability which cannot legally be limited, including (but not limited to) liability for:
- a. death or personal injury caused by negligence; and
 - b. fraud or fraudulent misrepresentation.

15. Intellectual Property Rights and Branding

- 15.1. The Parties shall retain exclusivity in their own Background IPRs.
- 15.2. Unless otherwise agreed in writing, the Recipient shall own all IPR created using the Grant. However, the Recipient shall grant to the Authority at no cost a non-exclusive irrevocable, royalty-free perpetual worldwide license to use and to sub-license the use of any material or IPR created by the Recipient whether partially or wholly

⁵ <https://www.gov.uk/guidance/state-aid>

funded from the Grant for such purposes as the Authority shall deem appropriate.

- 15.3. Ownership of Third Party software or other IPR necessary to deliver the Purpose will remain with the relevant Third Party.
- 15.4. Neither Party shall have the right to use any of the other Party's names, logos, branding or trade marks on any of its products or services without the other Party's prior written consent.
- 15.5. The Recipient shall seek approval from the Authority prior to using the Authority's logo when acknowledging the Authority's financial support of its work. Such acknowledgements (where appropriate or as requested by the Authority) shall include the Authority's name and logo (or any future name or logo adopted by the Authority) using the templates provided by the Authority from time to time.
- 15.6. When using the Authority's name and logo, the Recipient will comply with all reasonable branding guidelines as issued by the Authority from time-to-time.
- 15.7. The Authority may freely share any information, branding, know-how, system or process developed using the Grant during the Funding Period and beyond to support similar or subsequent projects.

16. Breach of Grant Conditions

- 16.1. If the Recipient fails to comply (or to procure the compliance by any Delivery Partner, Beneficiary or Third Party, as applicable) with any of the conditions set out in this Grant Agreement, or if any of the events mentioned in Clause 16.2 occur, then, subject to the provisions made in Clauses 16.3 to 16.5, the Authority may reduce or suspend, or withhold Grant payments, require all or any part of the Grant to be repaid and/or terminate this Grant Agreement with immediate effect. The Recipient must repay any amount required to be repaid under this Clause 16 within thirty (30) Calendar Days of receiving any such demand for repayment.
- 16.2. The events referred to in Clause 16.1 are as follows:
 - a. the Recipient purports to transfer, novate, assign or otherwise dispose of the whole or any part of its rights, interests or obligations arising under this Grant Agreement without the written agreement in advance of the Authority,
 - b. the Recipient has not submitted reports, information, or other documentation within the required timescales when reasonably requested by the Authority,
 - c. 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 to be material,

- d. the Recipient takes inadequate measures to investigate and resolve any reported irregularity,
 - e. 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,
 - f. the Recipient is subject to
 - a proposal for a voluntary arrangement,
 - has a petition for an administration order, or a winding-up order brought against it,
 - passes a resolution to wind up,
 - makes any composition, arrangement, conveyance or assignment for the benefit of its creditors, or purports to do so,
 - the appointment of a receiver, administrator or liquidator.
 - g. the Authority considers that the Recipient has not made satisfactory progress with its delivery of the Purpose, or
 - h. the Recipient fails to comply with the provisions regarding State Aid,
 - i. the Recipient (or a Beneficiary or a Delivery Partner) is in receipt of Duplicate Funding, or
 - j. the Recipient receives Supplementary Funding and fails to comply with its obligations set out Clauses 10.9 and 10.10, or
 - k. the Recipient breaches the Code of Conduct and/or fails to report an actual or suspected breach of the Code of Conduct by the Recipient, its Staff, Delivery Partner(s), Beneficiary or other Third-Party involved in achieving the Purpose.
- 16.3. It is hoped that most difficulties encountered by the Recipient can be overcome with the advice and support of the Authority. Where the Authority reasonably believes that the Recipient may be in breach of this Grant Agreement, the Authority will write to the Recipient giving particulars of its concern or of such breach.
- 16.4. The Recipient must act within thirty (30) Calendar Days (or earlier, depending on the severity of the problem) to address the Authority's concern or remedy the breach, and may consult the Authority or agree with it an action plan for resolving the problem. If the Authority is not satisfied with the steps taken by the Recipient to address its concern or remedy the breach, the Authority may exercise all or any of its rights under this Grant Agreement.
- 16.5. The Authority will act reasonably and proportionately (taking account of all of the circumstances) when exercising its rights under this Grant Agreement.
- 16.6. On termination of this Grant Agreement for any reason, the Recipient (as soon as reasonably practicably) shall return to the Authority any

Assets or property or Unspent Monies (unless the Authority gives its written consent to their retention) then in its possession in connection with this Grant Agreement.

17. Funding Period and Termination including Consequences

- 17.1. The Authority does not commit to renew or continue financial support to the Recipient beyond the final Funding Period.
- 17.2. Subject to Clauses 16.3 to 16.5, the Authority may terminate this Grant Agreement forthwith by serving a written notice on the Recipient if the Recipient is in material breach of its obligations arising from the Grant Agreement by:
 - a. using any part of the Grant for a purpose other than the Purpose,
 - b. making 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. failing to comply with any obligation arising from the Grant Agreement, or
 - d. failing to remedy any breach of this Grant Agreement.
- 17.3. The Recipient may terminate this Grant Agreement forthwith by serving a notice on the Authority in writing if it has made a written request for payment of a sum properly due (i.e. undisputed and validated) to it under this Grant Agreement and the Authority has failed to make payment of that sum within thirty (30) Calendar Days of receiving the request.
- 17.4. Notwithstanding Clauses 17.2 and 17.3, this Grant Agreement may be terminated by either Party giving the other at least three (3) Months (or other agreed time period) notice in writing.
- 17.5. With reference to Clause 17.3, and in the event that the Authority exercises its right to give notice of termination under Clause 17.4, the Authority shall reimburse the Recipient for any commitments, liabilities or Eligible Expenditure which represent an unavoidable direct Loss to the Recipient by reason of the termination of the Grant Agreement, provided that the Recipient takes all reasonable steps to mitigate such Loss.
- 17.6. In such an event, the Recipient shall submit a fully itemised and costed list of unavoidable direct Losses which it would seek to recover from the Authority, with supporting evidence, of such Losses reasonably and actually incurred by the Recipient as a result of a termination by the Authority in accordance with Clause 17.5.
- 17.7. Any payment due under Clauses 17.5 and 17.6 will be made within thirty (30) Calendar Days from receipt of a correctly submitted and verified invoice(s) but in any case upon completion to the Authority's satisfaction, and at the Recipient's sole cost, of any reasonable investigation required by the Authority of the costs detailed within the

invoice(s). The Authority agrees that any such investigation shall be carried out as soon as reasonably practicable.

- 17.8. The right to reimbursement shall be excluded if termination of the Grant Agreement is enacted under the provisions set out in Clause 17.2 above or where the Recipient has exercised its right to give notice of termination under Clause 17.4. In such instances the Recipient shall return all Unspent Monies to the Authority.
- 17.9. The Authority may at any time serve notice upon the Recipient requiring it to cease using a particular Delivery Partner, the Authority will only do so where it has reasonable grounds to object to the continued use of such a Delivery Partner. Any such notice will be cognisant of the terms of a legally binding agreement and, where appropriate, the need for an alternative to be provided.
- 17.10. Although the Authority does not seek to exercise detailed control of the Recipient's activities, it must ensure that public money is protected and Value for Money achieved. Consequently, the Recipient shall, in accordance with this Grant Agreement, promptly provide such assistance and comply with such timetable as the Authority may reasonably require for the purpose of ensuring a smooth transfer of responsibility upon the expiry or other termination of the Grant Agreement. The Authority will look to the Recipient to provide such assistance as appropriate prior to the expiry or other termination of the Purpose.
- 17.11. Such assistance may include the delivery of documents and data in the possession or control of the Recipient which relate to the activities funded by the Grant.
- 17.12. The Recipient's Delivery Proposal at Annex D shall include a plan for sustainability beyond the Funding Period. To ensure that it remains viable and current the plan should be subject to frequent review with any changes notified to the Authority as part of the Progress Reporting requirements, and a final version of the sustainability plan submitted in January 2021 as noted in Schedule 3. The Authority's agreement to this plan shall not be unreasonably withheld or delayed.
- 17.13. The Recipient undertakes that it shall not knowingly do or omit to do anything which may adversely affect the ability of the Authority to ensure a smooth transfer of responsibility for the grant funded activities.
- 17.14. Any termination of this Grant Agreement will be without prejudice to any other rights or remedies of the Parties under this Grant 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. The Authority shall have the right to amend Schedule 1 and/or Schedule 3 at any time provided that such amendment as required is related in nature to the Purpose and does not impose an additional

cost or other material burden upon the Recipient. The Authority will endeavour to provide thirty (30) Calendar Days' written notice of any such amendment so required.

- 18.2. The Authority may on not less than thirty (30) Calendar Days' notice to the Recipient amend this Grant Agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.
- 18.3. Additionally, either Party may request in writing changes to the Grant Agreement during the Funding Period.
- 18.4. If the Parties cannot agree on the content of a change initiated under Clause 18.3 then the proposed change(s) will be withdrawn. In all events the Authority shall hold the final right of rejection.
- 18.5. Any amendments to this Grant Agreement and/or the Grant Funding Letter shall:
 - a. only be valid if they are documented using a Grant Variation Notice form duly signed by an Authorised Representative of both Parties, and
 - b. be recorded in Annex F.
- 18.6. The Grant Agreement itself shall be updated and re-issued bearing the next sequential version control reference.

19. Confidentiality

- 19.1. Nothing in this Clause 19 applies to information which is already in the public domain or the possession of the Recipient other than by reason of breach of this Clause 19.
- 19.2. The Recipient undertakes to keep confidential and not to disclose and to procure that its Staff keep confidential and do not disclose any information of a sensitive nature which it has obtained by reason of this Grant Agreement.
- 19.3. The Recipient shall not use any information which it has obtained as a result of delivering the Purpose (including, without limitation, any information relating to any Beneficiary) in any way which is inaccurate or misleading.
- 19.4. The Recipient shall ensure that when required any information of a sensitive nature, howsoever held, is securely disposed of in accordance with the Authority's directions. If additional budget is required, the Recipient will liaise with the Authority to agree costs in writing in advance of committing expenditure.
- 19.5. The provisions of this Clause 19 shall survive the termination of this Grant Agreement, however that occurs.
- 19.6. The Recipient agrees to work with and provide information to the Independent Evaluation Partner appointed by the Authority.

20. Data Protection, Data Sharing, Information Acts, Publicity and Transparency

- 20.1. The Recipient acknowledges that grant agreements issued by Crown Bodies may be published on a public facing website and that the Authority shall disclose payments made against this Grant Agreement in accordance with the UK Government's commitment to efficiency, transparency and accountability.
- 20.2. Where applicable, the Recipient and the Authority are required to comply at all times with its respective obligations under the Information Acts, any subordinate legislation made and any guidance issued by the Information Commissioner.
- 20.3. Where appropriate, the Recipient shall ensure that it has adequate provisions and controls in place to manage:
- a. the processing of data shared between itself and any Delivery Partner and/or Beneficiary (and vice versa), and
 - b. compliance with its obligations arising from the Data Protection Legislation.
- 20.4. Nothing in Clause 19 (Confidentiality) shall prevent the Authority from sharing information obtained in relation to the Recipient with any Crown Body, provided that in disclosing information the Authority discloses only the information which is necessary for the purpose concerned and requests that the information is treated in confidence and that a confidentiality undertaking is given where appropriate.
- 20.5. The Recipient hereby acknowledges that a Crown Body receiving such information may further disclose the information to other Crown Bodies on the basis that the information is confidential and is not to be disclosed to a Third Party which is not a Crown Body.
- 20.6. The Authority may also disclose any information obtained from and about the Recipient for the purpose of the examination and certification of the Authority's accounts; or pursuant to section 6(1) of National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources.
- 20.7. The Recipient agrees to assist and cooperate with the Authority to enable the Authority to comply with its obligations under the Information Acts whenever a request is made for information which relates to or arises out of this Grant Agreement.
- 20.8. The Authority will take reasonable steps to notify the Recipient of a request for information to the extent that it is permissible and reasonably practical to do so. The Authority may also, but is not required to, consult with the Recipient regarding any requests for information and take account of any comments made by the Recipient to determine any matters which either Party may consider as Commercially Sensitive Information or be otherwise exempt. This will inform the Authority's decision regarding any redactions or exemptions for which the Authority shall, at its absolute discretion and based on its own legal obligations, retain the final decision.

- 20.9. The Parties agree and acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the Information Acts, the content of the Agreement and the Purpose is not confidential.
- 20.10. The Recipient will comply with all reasonable requests from the Authority to facilitate visits, provide reports, statistics, photographs and case studies or any other such material that will assist the Authority in publicising the Purpose.
- 20.11. The Recipient shall:
- a. avoid expressing views which are inconsistent with the Programme Objective when speaking to third parties in order to deliver the Project,
 - b. make clear that it does not represent or speak for the Authority or the Government of the United Kingdom in any situation where it expresses views, and
 - c. seek the consent of the Authority first before making any statements which might be contrary to the requirements of Clauses 20.11 (a) or (b).

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 if:
- a. delivered by hand, upon receipt,
 - b. sent by pre-paid registered first-class post (providing it is not returned as undelivered to the sender), two (2) Working Days after posting,
 - c. sent by electronic mail, on the date of delivery except 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 shall be deemed to have been received on the next Working Day,
 - d. sent by facsimile transmission, on the date of transmission, provided that the transmission does not take place on a day which is not a Working Day or after 3:00pm on a Working Day, in which case, the transmission is deemed to have taken place on the following Working Day, and provided in any event that a confirming copy is sent to the other Party either by hand, or by first class post.

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 its terms.

23. Dispute Resolution

- 23.1. The Parties shall attempt in good faith to negotiate an amicable settlement to any dispute between them arising out of or in connection with this Grant Agreement and such efforts shall involve the escalation of the dispute from the Grant Sponsor and Project Manager to an appropriately senior representative of each Party.
- 23.2. All disputes and complaints (except for those which relate to the Authority's right to withhold funds or terminate this Grant Agreement) shall, in the first instance be referred to the Project Manager and the Grant Sponsor.
- 23.3. Should the dispute or complaint remain unresolved within fifteen (15) Working Days of the matter first being referred to the individuals named in Clause 23.2, either Party may refer the matter to the Parties' nominated senior representatives with an instruction to attempt to resolve the matter by agreement within twenty (20) Working Days, or such other period as may be mutually agreed by the Authority and the Recipient.
- 23.4. If the dispute cannot be resolved by the Parties within the period agreed in accordance with Clause 23.3, the dispute may by agreement between the Parties be referred to a neutral adviser or Mediator chosen by agreement between the Parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.
- 23.5. If the Parties fail to appoint a Mediator within one (1) Month, or fail to enter into a written agreement resolving the dispute within one (1) Month of the Mediator being appointed, then either Party may exercise any remedy it has under applicable Law.

24. Governing Law

- 24.1. 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. This does not limit the Authority's right to commence legal proceedings in any other court of competent jurisdiction, including concurrent proceedings.

Home Office

Neighbourhood Crime Unit

MMM YYYY

ACCEPTANCE OF GRANT

The Recipient, **[Insert name of Recipient]**, accepts the offer of the 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 the Recipient:

Project Manager

Signature:	
Name:	
Date:	
Position:	

Senior Finance Officer (if different to above)

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 Authority's Neighbourhood Crime Unit

Signature:	
Name:	
Date:	
Position:	

HOME OFFICE USE:

Payment instructions per Grant Holding Unit:

Metis codes:	Directorate code	Cost centre	Account code (1)	Account code (2)	Project code	Supplier code
	0120	201501				

SCHEDULE 1 – THE PURPOSE

THE PROJECT

- 1.1 This Schedule 1 describes the outcomes and impacts the Authority is seeking to achieve through this Grant funding. The Authority is providing the Grant to enable the Recipient to design and deliver local crime prevention plans, with the outcome of reducing acquisitive crimes through situational prevention. All areas in receipt of this funding have submitted their plans for reducing acquisitive crime.

BACKGROUND

- 1.2 The first duty of the government is to keep citizens safe and the country secure. The Home Office has been at the front line of this endeavour since 1782. As such, the Home Office plays a fundamental role in the security and economic prosperity of the United Kingdom.
- 1.3 The Home Office is the lead government department for immigration and passports, drugs policy, crime, fire, counter-terrorism and police.
- 1.4 The Authority leads on the Departmental objective to cut crime and ensure that early action is taken against emerging and changing crime trends.
- 1.5 Tackling neighbourhood crime is a priority for this Government. The £25m Safer Streets Fund (the 'Fund') is a manifesto commitment, originally announced by the Home Secretary on 1 October 2019, as part of measures to cut crime and ensure communities are safe and secure.
- 1.6 This Grant is paid to the Recipient in exercise of the power conferred upon the Secretary of State for the Home Department under Section 169 of the the Criminal Justice and Public Order Act 1994 to to make such payments or grants as are considered appropriate in connection with measures intended to prevent crime or reduce the fear of crime.
- 1.7 This Grant Agreement provides a broad well defined framework in which the Recipient may exercise independent discretion in achieving its Delivery Proposal (Annex D).

KEY DELIVERABLES

- 1.8 The Purpose of the Fund is to:
- reduce acquisitive crime in the Recipient's area – making residents safer and removing demand from the system to enable police to focus on more complex crimes;
 - build evidence about the impact of targeted investment in situational prevention in high crime areas to strengthen the case for future investment, both at a local and national level; and

- grow local capability to undertake data driven problem solving and capture evidence and practical learning about how best to implement situational interventions to prevent crime.
- 1.9 The Recipient shall use the Grant to deliver their crime prevention plan
- 1.10 The Recipient will provide reports to the Authority with details of activity that has been carried out using this funding as detailed in Schedule 3.

KEY ROLES AND RESPONSIBILITIES

- 1.11 The Authority will nominate a Grant Sponsor who will work with the Recipient's Project Manager to monitor the delivery of the agreed Purpose and act as the principal point of contact. Their name and contact details are recorded in Annex C.
- 1.12 The Recipient will nominate a Project Manager who shall have responsibility for ensuring delivery of the Purpose to achieve the outcomes and impacts. They shall act as the Authority's principal point of contact, and their details shall be recorded in Annex C.

INDICATIVE EXPENDITURE BREAKDOWN

- 1.13 The maximum Grant Amount payable by the Authority to the Recipient under the terms of this Grant Agreement shall not be more than **insert amount expressed in words (and numerically) [e.g. six hundred thousand pounds (£600,000)] for activity delivered during financial year 2020/21.**
- 1.14 The Grant will be paid in accordance with the profile described in Schedule 2 and is intended to reimburse Eligible Expenditure incurred paying for the activities required to achieve the outcomes described in this Schedule 1.

1.15 The Recipient has identified the following indicative expenditure:

REF	HEADINGS	EXPENSES Q2	EXPENSES Q3	EXPENSES Q4	EXPENSES TOTAL
1	People	To be taken from Recipient's spending proposals			
2	Equipment – expense	To be taken from Recipient's spending proposals			
3	Equipment – capital	To be taken from Recipient's spending proposals			
4	Subcontracting – expense	To be taken from Recipient's spending proposals			
5	Subcontracting – capital	To be taken from Recipient's spending proposals			
4	Other – expense	To be taken from Recipient's spending proposals			
5	Other – capital	To be taken from Recipient's spending proposals			
Total	TOTAL ELIGIBLE EXPENDITURE (1+2+3+4)				

SCHEDULE 2 – PAYMENT AND REPORTING SCHEDULE

Indicative Payment Schedule for delivering the Purpose

Grant Claims must be submitted in accordance with the schedule set out in the table below; payment will be subject to compliance with obligations arising from the Grant Agreement, in particular:

- fulfilment of the conditions set out in Clause 5, and
- receipt of satisfactory financial and monitoring reports.

Financial year	Payment reference	When	Payment Value	Information required
2020/21	1	Q2 (extended) (July-Sept)	Amount set out in budget toolkit	Completed financial and performance reports as detailed in Schedule 3. A completed claim request form (Template provided in place of Annex A). Such payment will not be made unless and until the toolkit has been checked and samples of expenditure verified by the Authority
2020/21	2	Q3 (Oct-Dec)	Amount set out in budget toolkit.	Completed financial and performance reports as detailed in Schedule 3. A completed claim request form (Template provided in place of Annex A) Such payment will not be made unless and until the toolkit has been checked and samples of expenditure verified by the Authority

Financial year	Payment reference	When	Payment Value	Information required
2020/21	3	Q4 (Jan-Mar)	Amount set out in budget toolkit.	<p>Completed financial and performance reports as detailed in Schedule 3.</p> <p>A completed claim request form (Template provided in place of Annex A)</p> <p>Such payment will not be made unless and until the toolkit has been checked and samples of expenditure verified by the Authority</p>

SCHEDULE 3 – IN-YEAR MONITORING INFORMATION REQUIREMENTS

CRITICAL SUCCESS FACTORS

- 3.1 The Recipient shall produce a plan setting out how it will achieve the Purpose (the 'Delivery Plan'), which will include the activities it will undertake and the costs it will incur in delivering the Purpose and its expected monthly expenditure profile.
- 3.2 The Critical Success Factors to be monitored and reported on are below.
- a. Progress against deliverables and interim milestones in the Delivery Plan.
 - b. Impact on acquisitive crime types targeted within plan.
 - c. Impact on secondary benefits identified within plan.
- 3.3 To minimise burdens on the Recipient, existing data streams will be used wherever possible as covered by parts of the Home Office's Annual Data Requirements (ADR). As part of the ADR, police forces in England and Wales are mandated to submit to the Home Office Data Hub (HODH) all recorded crime with geo-location crime data, covering British National Grid (6 or 7 figure) 'X' and 'Y' coordinates of individual crime records. The Recipient must ensure that these returns are complete and accurate.
- 3.4 Financial data requirements are set out below:
- a. a quarterly breakdown of spending against the areas set out in the Recipient's budget toolkit, including a breakdown at Annex A,
 - b. a detailed statement comparing forecast and actual expenditure identifying any underspend that will generate Unspent Monies, and
 - c. A reconciliation at the end of the Funding Period showing actual spend against the Grant provided by the Authority as per the Agreement in Annex D.

REPORTING

- 3.3 The Recipient must manage and administer the quality and level of delivery and its own performance and that of its Delivery Partners relating to delivery of all the outcomes/impacts identified in Schedules 1 and 3 in accordance with the Delivery Proposal at Annex D.
- 3.4 The Recipient shall work with the Authority's analysts and any externally appointed evaluators to ensure quality, timeliness and frequency of existing data returns on success measures and key metrics outlined above and put in place procedures to monitor and track progress and provide reports detailing:

- a. spending, including committed spend, against agreed budgets and notify the Authority of any variances, and
 - b. progress against the Critical Success Factors
- 3.5 Any reports should also detail the activities and achievements of Delivery Partners.
- 3.6 The Recipient must provide the Authority with all reasonable assistance and co-operation in relation to any ad-hoc information requests made by the Authority in relation to the Purpose.
- 3.7 The Recipient must provide the Authority with access to all Board and Corporate level meeting minutes related to the Purpose.
- 3.8 The Project Manager shall ensure that all reports are compiled and submitted to the Grant Sponsor in a timely manner and attend the monitoring and review meetings.

Progress Reporting

- 3.9 In support of Annex A (Grant Claim) submissions the Recipient shall provide:
- a. narrative performance reports detailing progress in delivering Critical Success Factors, updates to the risk register, sustainability plan noting any changes, and an up-to-date list of Delivery Partners.
 - b. financial statements highlighting any significant financial variances, underspend or overspend, and any Supplementary Funding.
- 3.10 The Recipient must submit progress reports to the Grant Manager by the fourteenth (14th) Day of the month following the period under review as follows:
- Q2 Delivery by 14 October and covering the period 1 June to 30 September
- Q3 Delivery by 14 January and covering the period 1 October to 31 December
- Q4 Closure by 14 April and covering the period 1 January to 31 March

Sustainability Plan

- 3.11 In addition to the Progress Reporting requirements noted, the Recipient must provide a full and final version of the plan for achieving sustainability beyond the Funding Period as part of the Q3 Delivery report detailing when and how any work in progress will be continued, completed or transferred to a successor body.

Strategic Reporting

- 3.12 The Authority and the Recipient may meet during the Funding Period to monitor and review performance, discuss future proposals and give feedback. These meetings may also include formal performance reviews after each report is published. The Authority shall consider:
- a. how the Recipient has performed and sought to resolve any major issues that impact on its ongoing success,
 - b. how the Recipient has secured good value for money in how the activities were carried out.

Ad Hoc Reporting

- 3.13 Any Critical Incidents or matters arising the outcome or consequence of which is likely to result in:
- a. serious harm to any individual, or
 - b. significant community impact, or
 - c. significant impact on public confidence in the Authority, including the provision of the Purpose

must be reported to the Project Sponsor within one (1) Calendar Day. The Recipient must provide a follow up report within three (3) Calendar Days to the Authority on how the matter has been resolved or whether the Authority will need to intervene.

- 3.14 Additionally, the Recipient will notify the Authority as soon as reasonably practical of:
- a. any actual or potential failure to comply with any of its obligations under the Grant Agreement, which includes those caused by any administrative, financial or managerial difficulties, or
 - b. actual or potential variations to the Eligible Expenditure set out in Schedule 1 of these Conditions and/or any event which materially affects the continued accuracy of such information, or
 - c. any changes to its constitution, legal form, membership structure (if applicable) or ownership, and of any complaint or investigation by any regulatory body or the police into its activities or those of its Staff or Delivery Partners (Clause 10.1).

ANNUAL REVIEW

- 3.15 In addition to any ongoing reporting, monitoring or evaluation, and in accordance with Minimum Requirement 9 of the Functional Standard for Government General Grants, the Authority will review the Purpose of the Grant annually and will take into account the Recipient's achievements (during the Funding Period) as measured against the CSFs. As part of the annual review the Authority will have regard to the reports produced by the Recipient.

- 3.16 The annual review will result in the Authority making a recommendation about whether the:
- a. Purpose and Agreement continue in line with existing plans; or
 - b. Eligible Expenditure payable for the subsequent Funding Period should be revised (up or down); or
 - c. CSFs should be re-defined and agreed; or
 - d. Authority should recover Unspent Monies; or
 - e. Agreement should be terminated.
- 3.17 The Recipient may make representations to the Authority regarding any recommendations made in accordance with this provision, however, the Authority shall not be obliged to take such representations into account when making its recommendation and any recommendation will be final and at the Authority's absolute discretion.

RISK, CONTROLS AND ASSURANCE

- 3.18 The Recipient's due diligence undertakings of Delivery Partners must be an ongoing not a one-off activity. A proportionate approach should be applied to the frequency of subsequent due diligence based on the initial assessment (as required by Clause 12.3). For longer-term funding relationships (i.e. more than 12-Months) a re-assessment **must** be completed at least annually. Due diligence, including conflicts of interest and financial health checks, shall be reported on and monitored as part of the risk management approach.
- 3.19 Grant fraud is defined as deliberately obtaining grant funding that a person or organisation would not be entitled to by making a false declaration or failing to report material changes. Proportionate checks should be undertaken by the Recipient to assure the Authority that the Grant is not been fraudulently used.
- 3.20 Risk should be actively managed across the Funding Period, bearing in mind the principle of proportionality. Accordingly, the Parties shall work together to identify, manage and mitigate risks and issues impacting on achieving the Purpose. These shall be recorded in a joint risk and issue register.
- 3.21 The risk and issue register should be regularly updated by the Recipient and reviewed with the Authority as part of the Progress Reporting requirements noted in paragraphs 3.9 and 3.10 of this Schedule 3.
- 3.22 Outside of this regular review cycle, the relevant Party shall inform the other as soon as they identify an imminent Risk (i.e. proximity < 3-months) or live Issue.

SCHEDULE 4 – PROGRAMME CLOSURE PLANNING

Not used

SCHEDULE 5 – DATA SHARING PROTOCOL (DSP)

Not used

SCHEDULE 6 – GENERAL DATA PROTECTION REGULATION (GDPR)

Not used

SCHEDULE 7 – AID DIVERSION

Not used

ANNEX A – GRANT CLAIM FORM

Recipient:	Grant Stream:
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Budget line	Q2 forecast	Q2 actual	Q3 forecast	Q3 actual	Q4 forecast	Q4 actual
People						
Equipment - capital						
Equipment - expense						
Subcontracting – capital						
Subcontracting - expense						
Other – capital						
Other – expense						
TOTAL						

MONITORING INFORMATION REQUIREMENTS

Where monitoring information, as set out in Schedule 3, is a requirement for the period the payment is requested for, please confirm what has been attached to this payment request form.

Narrative Progress Report
<p>This report should contain:</p> <ul style="list-style-type: none"> • Progress against critical success factors, with a particular focus on project milestones. • Commentary on spending return, to enable the Authority to understand the return (e.g. breakdown of services/items procured; deviations between forecast and actual; underspend etc). • Updates to project risk register and sustainability plan.

FINANCE OFFICER CERTIFICATION

I certify to the best of my knowledge and belief that:

- a) The information provided is correct, and no Duplicate Funding has been received in respect of this Eligible Expenditure Statement,
- b) The expenditure has been incurred only for the purposes set out in the Grant Agreement for the specified Grant stream.

Signature:			
Name (printed):		Date:	
Position:			

Home Office sign off:

Signature:			
Name (printed):		Date:	
Position:			

ANNEX B

OUTTURN STATEMENT - JUNE 2020 TO MARCH 2021

The Outturn Statement should be completed and certified by the Finance Officer and returned to the Authority in accordance with Clause 6.7.

Reporting period	People expenditure (£)		Equipment expenditure – capital (£)		Equipment expenditure – expense (£)		Subcontracting expenditure – capital (£)		Subcontracting expenditure – expense (£)		Other expenditure – capital (£)		Other expenditure – expense (£)		Total (£)
	Forecast	Actual	Forecast	Actual	Forecast	Actual	Forecast	Actual	Forecast	Actual	Forecast	Actual	Forecast	Actual	
June 20															
July 20															
Aug 20															
Sept 20															
Q1&2 total															
Oct 20															
Nov 20															
Dec 20															
Q3 total															

Jan 21															
Feb 21															
Mar 21															
Q4 total															
Grand total expenditure															
Total grant provided															
Variance – total grant provided minus total expenditure															
Commentary /reason for variance															

FINANCE OFFICER CERTIFICATION

I certify to the best of my knowledge and belief that:

- a) The information provided is correct, and no other specific Exchequer grants, other grants or contributions have been or will be payable for the expenditure in respect of the Grant Amount being claimed,
- b) The expenditure has been incurred only for the purposes set out in the Grant Agreement for the above Grant stream.

Signature:			
Name (printed):		Date:	
Position:			

Home Office sign off:

Signature:			
Name (printed):		Date:	
Position:			

ANNEX C – AUTHORISED REPRESENTATIVES

The following are the current list of the Authority’s staff designated as authorised representatives:

For the Authority	Position	Address	Telephone	E-mail
Hugo Brookes	SRO	Neighbourhood Crime Unit 5 th Floor, Fry Building 2 Marsham Street, SW1P 4DF		Saferstreets@homeoffice.gov.uk
Caitlin Devereux	Project Lead	Neighbourhood Crime Unit 5 th Floor, Fry Building 2 Marsham Street, SW1P 4DF		Saferstreets@homeoffice.gov.uk
Lauren MacLaren; Holly Fitzgerald- Thompson; Kirsten Shillingford; Amy Reid; Alwyn Hilton	SSF Team	Neighbourhood Crime Unit 5 th Floor, Fry Building 2 Marsham Street, SW1P 4DF		Saferstreets@homeoffice.gov.uk

The following are the current list of the Recipient’s Staff designated as authorised representatives:

For the Recipient	Position	Address	Telephone	E-mail
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ANNEX D – DELIVERY PROPOSAL

Through the submission of its responses to the Call for Proposals, the Recipient has demonstrated that it has the organisational capability and capacity to deliver the outcomes and impacts described in Schedule 1 and 3 in accordance with the terms and conditions set out in the Grant Agreement.

Whilst the following is an Executive Summary of the Recipient's proposal it is the detail of the whole proposal and commitments made that will be monitored and measured throughout the Funding Period.

In this Annex D the words "we" and "our" refer to the Recipient and its Delivery Partners.

Recipient plans to be added to each grant agreement.

ANNEX E – LIMITATIONS ON FUNDING USE AND INELIGIBLE EXPENDITURE

- 1.1 The Recipient shall not use the Grant to engage as a Delivery Partner, nor otherwise engage with Third Parties known to demonstrate vocal or active opposition to fundamental British values⁶, including democracy, the rule of law, individual liberty and mutual respect and tolerance of different faiths and beliefs. This includes those who make extremist calls for the death of members of our armed forces, whether in this country or overseas.
- 1.2 The Grant may not be used to
- pay for lobbying (via an external firm or in-house staff) in order to undertake activity that intends or attempts to influence Parliament or Crown Bodies or political parties, for example, attempting to influence legislative or regulatory action; or, the awarding or renewal of contracts and grants; or attempting to influence legislative or regulatory action, or
 - enable one part of government to challenge another on topics unrelated to the Purpose, or
 - petition the Authority or other Third Parties for additional funding, or
 - pay expenses, such as entertaining, specifically aimed at exerting undue influence to change government policy.
- 1.3 No aspect of the activity funded by the Authority may be party-political in intention, use, or presentation.
- 1.4 The Grant may not be used to support or promote activities of an exclusively religious nature. This will not include activity designed to improve inter-faith relationships or working.
- 1.5 The Recipient is not permitted to charge, apply fees to or require payment for any activity provided in connection with this Agreement or otherwise use the Grant to undertake or engage in activities that result in commercial gain or profit.
- 1.6 The Recipient shall not make a profit in its use of the Grant. For the avoidance of doubt, no profit, dividends, performance related bonuses and/or any similar or equivalent benefit will be paid to Staff.
- 1.7 To comply with the Cabinet Office' spend control⁷ requirements, the Recipient:
- must seek permission from the Authority prior to any proposed expenditure on advertising, communications, consultancy or marketing either in connection with, or using the Grant, and

⁶ An opposition to fundamental British Values is to go against universal human rights, gender equality, equality of opportunity, democracy, the rule of law, respect for the rights of different religions and beliefs, freedom of speech.

⁷ <https://www.gov.uk/government/collections/cabinet-office-controls>

- should provide evidence that any marketing, advertising, communications and consultancy expenditure carried out in connection with, or using the Grant will deliver measurable outcomes that meet government objective to secure Value for Money.
- 1.8 The Recipient may not use the Grant to cover any direct costs required to establish a fundraising capability.
- 1.9 The Purpose may only deliver interventions in **[England or Wales] Geographical constraint based on the Delivery Proposal**.
- 1.10 Other examples of expenditure, which are prohibited, include the following:
- contributions in kind
 - interest payments or service charge payments for finance leases
 - gifts
 - the writing off of debts or other liabilities owed to it
 - statutory fines, criminal fines or penalties civil penalties, damages or any associated legal costs
 - payments for works or activities which the Recipient, or any member of their Partnership has a statutory duty to undertake, or that are fully funded by other sources
 - bad debts to related parties
 - to secure mortgages or loans or other debt-funding
 - payments for unfair dismissal or other compensation
 - depreciation, amortisation or impairment of assets owned by the Recipient
 - liabilities incurred before the commencement of the Funding Agreement unless agreed in writing by the Authority.

ANNEX F – CHANGE CONTROL RECORD

Grant Agreement Version	Variation Reference	Agreed	Dated
v1.1	Not applicabl0	DD MMM YYYY	DD MMM YYYY

GRANT VARIATION NOTICE (TEMPLATE)

Agreement Title	Safer Streets Funding
Between	The Secretary of State for the Home Department, (hereinafter called "the Authority") & Insert the Recipient's name ("the Recipient")
Variation Number	Insert unique reference number (e.g. 001-2018)
Variation	Means the amendments to the Grant Agreement contained in this form
Date Effective From	DD MMM YYYY (Insert date change is agreed to be effective from)

In accordance with the provisions of Clause 18, the Parties hereby agree that the Grant Agreement be varied as follows:

No.	Heading	Location	Variation
1			
2			
3			

- Words and expressions in this Grant Variation Notice shall have the meanings given to them in the Grant Agreement.
- The Grant Agreement, including any previous Grant Variation Notices, shall remain effective and unaltered except as amended by this Grant Variation Notice.

Signed on behalf of the Authority

Signed on behalf of the Recipient

Signature

Signature

Name

Name

Title

Title

Date

Date

ANNEX G – GRANT FUNDING LETTER



Neighbourhood Crime Unit
5th Floor Fry
2 Marsham Street
SW1P 4DF
Saferstreets@homeoffice.gov.uk

X July 2020

[Insert recipient name and address]

GRANT PAYMENT TO – [INSERT NAME OF RECIPIENT]

I am writing to confirm approval of a grant of up to £ [insert amount] to [insert name of recipient] for the [insert name of grant stream].

Payment of these monies, to the agreed schedule in the attached Grant Agreement, is subject to your acceptance of this offer and the standard terms and conditions of the Grant Agreement.

[Optional text – refer to grant letter notes]

If you wish to accept this offer of grant funding, please sign and return to the above address, one copy of the Grant Agreement, ensuring that you complete the Acceptance of Grant pages. The second copy of the Grant Agreement is for your records. Please be aware that no payments will be released until receipt of the signed documentation.

I will monitor the delivery of services over the period of the grant and I would be grateful if you would address future correspondence to saferstreets@homeoffice.gov.uk .

Yours sincerely,

Hugo Brooks
Head of Neighbourhood Crime Unit

ANNEX H – CLARIFICATION QUESTION RESPONSE LOG

TO BE COMPLETED USING THE CLARIFICATION QUESTIONS RAISED
AND RESPONSES ISSUED DURING THE AWARD PROCESS.