



west midlands
police and crime
commissioner

OFFICE OF THE POLICE AND CRIME
COMMISSIONER

My Community Fund

GRANT AGREEMENT

Reference Number:

1. Introduction

1.1 The purpose of this document is to set out the arrangements for the funding provided by the Police and Crime Commissioner for the West Midlands of Lloyd House, Colmore Circus Queensway, Birmingham, B4 6NQ (the "PCC") to **Name of Organisation** (the "Recipient") for the **Name of project**.

1.2 In these grant conditions:-

- the "Recipient" herewith referred to as the "Recipient".
- the "Grant" refers to the grant of **£xxxx** payable to the recipient under the terms of this agreement.

2. Statutory basis for payment of grants

2.1 The Grant will be paid to the recipient and they will be responsible for ensuring that the Grant is expended and accounted for in accordance with recognised accounting practice, the recipients own Standing Orders and Financial Regulations and Legal and Statutory requirements.

2.2 Up to the maximum value of the Grant, the recipient will receive the Grant in accordance with section 4 of this agreement.

2.3 A review of the project will take place when it is around 80% complete. Monitoring information must be provided as part of that evaluation process in accordance with Section 5 of this agreement.

3. Purposes & uses of the grant

3.1 The Grant is provided solely for the purposes detailed in the proposal submitted by the applicant and must not be used for any other purposes. The Grant is provided in consideration of the terms and condition of this agreement. Grant funding may be refused and/or recovered by the PCC if funding is not used for the purpose outlined in the written proposal.

3.2 Funding should not be used to make payments to the committee of the organisation / group unless this is essential to the success of the project and pre-agreed by West Midlands Police partnership team.

4. Grant Value & Payment Arrangements

4.1 The funds totalling **£xxxxxx (amount in words)** will be transferred in a two staged payment as shown below:

- Upon completion of signed agreement on receipt of invoice quoting the project purchase order (PO) number: **£xxxx** (80% of Grant)
- When Project is 80% complete and upon a satisfactory Project Update Monitoring Form and invoice: **£xxxx** (20% of Grant)

4.2 The Recipient will indemnify the PCC in respect of any act or omission of the Recipient which affects the following but not limited to: the PCC to comply with its obligations under this

agreement and any losses, liability and/or costs incurred by the PCC in relation to this agreement.

5. Reporting & Accounting arrangements

- 5.1 The recipient will be expected to exercise appropriate budgetary and other controls to ensure the Grant is spent only for the purpose intended and that expenditure does not exceed the allocation.
- 5.2 When the project is coming to an end (around 80% complete), recipients will be required to complete a **Project Update Monitoring Form** before the final payment of the Grant is released, subject to approval. At the end of the project, recipients will also be required to complete a **Project Monitoring Form (End of funding)** to provide a final update. These forms must be completed and be submitted to the PCC.
- 5.3 If there are concerns regarding the project's progress, misuse of funds, or failure to meet the agreed terms set out in this agreement, the PCC may suspend funding or require the Recipient to repay all or part of the Grant. Any repayment must be made within 30 days of written demand from the PCC.
- 5.4 Recipients may be asked to provide receipts or documentation to verify how the Grant funds have been spent. It is important to ensure that accurate financial records are kept and maintained throughout the project, we reserve the right to ask you provide this information if requested.
- 5.5 All invoices, receipts, accounting records and other documents relating to the Grant must be retained for at least six years after completion of the activity funded and must be made available at any reasonable time for inspection by officials of the PCC, including the PCC's Internal Audit, the PCC's External Auditor or those acting on their behalf.

6 Safeguarding

- 6.1 Where the project involves working directly with children and/or young people and/or vulnerable adults, the Recipient has a responsibility to ensure that staff/volunteers/sessional workers used to deliver the project, have the necessary/valid Disclosure and Barring Service (DBS) checks in place and are able to provide copies of these if requested immediately.
- 6.2 As part of the PCC's commitment to ensure robust safeguarding, the PCC requires the Recipient to have relevant, legally compliant and regularly reviewed safeguarding policies and procedures in place.
- 6.3 As part of the PCC's monitoring and returns process, the PCC will review the Recipient's safeguarding position, including but not limited to, reassurances that any staff/volunteer/sessional workers delivering the project have the relevant DBS check in place. Any concern or incidents related to safeguarding must be promptly reported to a designated safeguarding officer within the organisation or the PCC for appropriate action and follow-up.

7 Publicity/Branding

- 7.1 Publicly available material relating to projects and activity supported by this funding should include acknowledgement of funding from the PCC.
- 7.2 This should include use of the PCC's logo, for example on promotional literature, public reports, signage, presentations, websites and vehicles. The Police and Crime

Commissioner should be invited to significant events relating to projects and activity supported by the PCC's funding.

7.3 By accepting funding from the PCC and signing this form you are entering an agreement with the PCC that the PCC may use information about your project for publicity purposes. This may include information on the PCC's website, inclusion in reports, media releases and other publicity events or materials. Information includes:

- details about your project which you provided in the application form or the monitoring information you provide;
- the names of the project leaders and other details such as the purpose, location and the outcomes of the project; and
- photographs of your project.

8 **Consultation and Engagement**

8.1 The PCC wants to ensure that communities have the opportunity to feedback on the services that they receive. Please ensure that service users have the opportunity to comment on the services.

9 **Value for Money**

9.1 It will be the responsibility of the recipient to ensure that the Grant funding is administered carefully and economically to avoid extravagance and waste and to obtain value for money.

10. **Acceptance of these Grant Conditions**

10.1 Please confirm that these terms and conditions are acceptable by signing a copy of this agreement, and returning it, together with a copy of a bank statement to the Commissioning Team at commissioning@westmidlands.police.uk

This document should be signed by the senior finance officer of the Recipient.

MCF ref:

ACCEPTANCE OF GRANT CONDITIONS

If the recipient wishes to accept this offer of funding, please sign the Grant Agreement in the space indicated below, and return to the Office of the Police and Crime Commissioner where we will arrange a countersignature and return back to you. No payment will be issued until receipt of the signed Grant Agreement.

The Recipient formally agrees to abide by the above conditions:

Signed for and on behalf of Recipient:

.....

| Bank details | |
|-----------------|----------|
| Name of Bank: | Address: |
| Account Number: | |
| Sort Code: | |
| Contact details | |
| Name: | Address: |
| Phone: | |
| E-mail: | |

FOR AND ON BEHALF OF PCC's OFFICE

Date received.....

Agreed/Checked by.....

Date.....