

**Police, Fire and Crime Commissioner for North Yorkshire
AJ1 Project Road Safety Fund**

Grant Agreement

Agreement made on date signed between:

(1) The Police, Fire and Crime Commissioner for North Yorkshire, Police Headquarters, Alverton Court, Crosby Road, Northallerton, North Yorkshire, DL6 1BF.

and

(2) Kirkbymoorside Town Council in partnership with Ryedale Cycle Forum, Church House, 7 High Market Place, Kirkbymoorside, YO62 6AT

1.0 Background

1.1 The Police, Fire and Crime Commissioner is responsible for the policing services provided to North Yorkshire and the City of York and the wider provision for crime reduction and community safety. To this end, the Commissioner has the power to allocate grants to projects that will secure, or contribute to securing, crime and disorder reduction in the North Yorkshire Police area. This Agreement identifies the terms of the allocation of grant funding.

1.2 An allocation of £20,000.00 has been made to the Grant Recipient for the 'Safe Cycle Route Section A' project:

- **Project will be delivered in line with all NYCC guidance, policy and protocol.**

2.0 Definitions

2.1 The following terms will have the following meanings in this Agreement:

Grant Provider	the Police, Fire and Crime Commissioner for North Yorkshire
Grant Recipient	Kirkbymoorside Town Council in partnership with Ryedale Cycle Forum
Application	the description of the project, as identified by the application form, any agreed amendments and additions to it that have been approved by the Grant Provider, the statements confirmed by the Grant Recipient in the Document of Understanding and section 1.2 above
Outcomes	the outcomes as identified in the Application
Funds	the funds allocated to the Grant Recipient by the Grant Provider
Agreement	the terms recorded in this document forming the

understanding relevant to the allocation and use of the Funds

Term the lifetime of the project as identified in the Application and until such time as the Grant Recipient has provided a project end return, provided any audit evidence as requested by the Grant Provider and returned to the Grant Provider any of the Funds not spent on eligible expenditure

3.0 General

- 3.1 Subject to this Agreement, the Grant Provider will make the Funds available to the Grant Recipient. The Funds will be used for the delivery of the approved Outcomes as identified in the Application using the method identified in the Application.
- 3.2 If the Grant Recipient fails to spend the Funds, or any part of them on eligible expenditure, the Grant Provider reserves the right to reduce the level of the Funds to be provided to the Grant Recipient, suspend or withhold any payment to the Grant Recipient or retrieve any part of the Funds already provided to the Grant Recipient.
- 3.3 If the Grant Recipient fails to report satisfactory progress in the delivery of the Outcomes of the project, the Grant Provider reserves the right to reduce the level of the Funds to be provided to the Grant Recipient, suspend or withhold any payment to the Grant Recipient or retrieve any part of the Funds already provided to the Grant Recipient.
- 3.4 The Grant Provider does not commit to renew or continue financial support to the Grant Recipient after the Term.
- 3.5 The Grant Recipient will cooperate and provide the relevant information requested by the Grant Provider in order to complete any necessary due diligence checks in advance of any Funds being transferred.
- 3.6 The Grant Recipient shall take all reasonable steps to insure against any risks which may arise in connection with property or activity undertaken as a result of receiving a grant from the Grant Provider which results in any injury, loss or damage suffered by the Grant Recipient or any third party.
- 3.7 The Grant Recipient shall ensure all of the appropriate and adequate policies and procedures outlined as part of the Application are in place, to deliver the project safely and effectively.
- 3.8 The Grant Provider will not be held liable to the Grant Recipient or any third party for any costs, claims, damages or losses incurred as a result of the Grant Recipient's use of the Funds.

4.0 Eligible expenditure

- 4.1 The Grant Recipient will use the Funds to achieve the Outcomes of the project. The Outcomes will be achieved using the method identified in the Application. Expenditure incurred to achieve the Outcomes will be eligible for grant support.
- 4.2 Expenditure for any purpose other than the achievement of the Outcomes, in the method identified in the Application, will not be eligible for grant support.

- 4.3 The Funds will be used to support eligible expenditure incurred during the Term. Expenditure occurring outside the Term will not be eligible.
- 4.4 Input VAT that the Grant Recipient is able to reclaim will not be eligible for grant support. For clarity, if the Grant Recipient is not registered for VAT and so is unable to reclaim it, then, the VAT paid as part of the expenditure incurred to achieve the Outcomes will be eligible for grant support.
- 4.5 The funds provided shall not be used for any unlawful purpose.
- 4.6 The funds provided shall not be used to support or promote any religious activity, for clarity, this does not exclude “religious organisations” from delivering projects when the objective of the project is something other than to promote a religious activity.
- 4.7 The funds provided will not be used to support any activity intended to influence or attempt to influence parliament, government or political parties, or attempt to influence the awarding of contracts or grants, or attempt to influence legislative or regulatory action.

5.0 Payment

- 5.1 The payment of the Funds to the Grant Recipient will be made by BACs transfer into an account identified by the Grant Recipient. The Grant Recipient may nominate an organisation to receive the Funds into their bank account on behalf of the Grant Recipient. In all circumstances, the Grant Recipient will remain responsible to the Grant Provider for the Funds.
- 5.2 In order for any payment to be released, the Grant Recipient will be required to:
 - (i) sign a copy of this Agreement and return it to the Grant Provider;
 - (ii) provide the appropriate bank details, being those of the Grant Recipient or an organisation willing to receive the Funds into its bank account on behalf of the Grant Recipient;
 - (iii) be in compliance with this Agreement.
- 5.3 **Payment of the Funds will be made to the Grant Recipient in advance of expenditure. The whole allocation of Funds will be transferred to the Grant Recipient at the beginning of the project following the receipt by the Grant Provider of the signed Agreement and bank details of the Grant Recipient**
- 5.4 The amount of the Funds to be retained by the Grant Recipient following the Term will not exceed the:
 - (i) level of Funds approved in the Application;or
 - (ii) the sum of the eligible actual expenditure reported by the Grant Recipient to the Grant Provider in the end of project return for the project.

6.0 Monitoring and auditing

- 6.1 The Grant Recipient will provide reports on the expenditure of the Funds and achievement of the Outcomes to the Grant Provider.
- 6.2 A “project end return” will be completed by the Grant Recipient following the Term. The “project end return” will be submitted to the Grant Provider using the format provided in Schedule 2 of this agreement. The “project end return” will reach the Grant Provider by the last day of the month following the end of the project.
- 6.3 The Grant Recipient will provide the Grant Provider with a “three month return” for the project as appropriate and required by the Document of Understanding. The “three month return” will be submitted in the format provided in Schedule 1 of this agreement.
- 6.4 The Grant Recipient must notify the Grant Provider if the progress of the project will not be as it is described in the Application or if an underspend is forecast for the project.
- 6.5 The Grant Recipient will maintain and retain evidence and documentation to account for the expenditure of the Funds. For the purpose of audit, the Grant Recipient will, on the request of the Grant Provider and without charge, make the evidence and documentation available for inspection by the Grant Provider or any representative appointed by it. The Grant Recipient will, at the request of the Grant Provider and without charge, provide to the Grant Provider, copies of any evidence of expenditure and the records of the accounting of the expenditure for the project.
- 6.6 In any case in which the process of monitoring and returns reveals a real risk that the funds have been misapplied and/or misappropriated, the PFCC s151 Officer and Chief Executive & Monitoring Officer will be notified as early as possible.

7.0 Withdrawal or return of allocation

- 7.1 At the end of the project, any unused Funds held by the Grant Recipient will be returned to the Grant Provider. The Funds will be returned within thirty days of a written request being made by the Grant Provider to the Grant Recipient.
- 7.2 Any of the Funds that are received by the Grant Recipient and used to support ineligible or otherwise unapproved expenditure will be returned to the Grant Provider. The Funds will be returned within thirty days of a written request being made by the Grant Provider to the Grant Recipient.
- 7.3 A failure by the Grant Recipient to report appropriate progress in the delivery of the project and its performance may result in the withdrawal of some or all of the allocated Funds. Such a failure may result in a request by the Grant Provider for the return of all or any part of the Funds provided to the Grant Recipient.
- 7.4 Any of the Funds that have been received by the Grant Recipient and for which the Grant Recipient cannot or will not produce appropriate evidence of expenditure for inspection, will be returned to the Grant Provider. The Funds will be returned within thirty days of a written request to do so being delivered by the Grant Provider to the Grant Recipient.

8.0 Terminating the Agreement

- 8.1 This Agreement will terminate when the Grant Provider has received a satisfactory “end of project return” from the Grant Recipient, any request for audit material and

evidence of expenditure has been met and the Grant Recipient has returned any Funds requested by the Grant Provider. A satisfactory “end of project return” will be one that reports the appropriate delivery of the project, the achievement of the agreed Outcomes and the use of the Funds to support eligible expenditure.

- 8.2 This Agreement may be terminated before the end of the project if the Grant Recipient has returned all of the Funds received by them from the Grant Provider.
- 8.3 Relevant to the termination of the Agreement within the lifetime of the project, the Grant Provider may assess what amount of the Funds have been spent by the Grant Recipient on eligible expenditure. At the discretion of the Grant Provider, the Grant Provider may use the estimate to identify what part of the Funds provided to the Grant Receiver must be returned to the Grant Provider in order to terminate the Agreement. For clarity, if no alternative agreement is reached, in order to terminate the Agreement before the end of the project, the Grant Receiver will be required to return the total Funds provided by the Grant Provider.

9.0 Bank details

9.1 Bank details of the Grant Recipient.

Bank Name	
Branch Name	
Sort code	
Account name	
Account number	
Address	
Post code	

10.0 Signature of acceptance

I agree and accept the terms of this Agreement:

Signed of beheld of the Grant Provider

Signature: _____ Jenni Newberry_____

Position: Head of Commissioning and Partnerships for North Yorkshire Police,
Fire and Crime Commissioner

Date: 8.12.20_____

Signed on behalf of the Grant Recipient

Signature: _____

Position: _____

Date: _____

Enquires with regard to this Agreement and the all project returns should be directed to:

Nicole Hutchinson
Commissioning and Partnerships Manager
12 Granby Rd
Harrogate
HG1 4ST

Nicole.Hutchinson@northyorkshire.pnn.police.uk

Schedule 1

**Police, Fire and Crime Commissioner for North Yorkshire
AJ1 Project Road Safety Fund
Three Month Return**

Name of organisation (Grant Recipient)	
Name of project	
Name and contact details of person completing report	
Start date of project	
Total funding received	
Total match funding contribution	
Total Road Safety Fund eligible spend to date <i>(evidence of expenditure required at end of project; in any case in which the process of monitoring and returns reveals a real risk that the funds have been misapplied and/or misappropriated, the PFCC s151 Officer and Chief Executive & Monitoring Officer will be notified as early as possible.)</i>	
Aims and objectives of project	
What activities has the project delivered?	

<p>What impact / outcomes has the project achieved against the agreed aims?</p>	
<p>Challenges / changes made to the project</p>	
<p>Good news stories (<i>please ensure this is anonymous information unless separate consent has been explicitly obtained</i>)</p>	
<p>I confirm this information is accurate and agree to its promotion by NYP / PFCC</p>	<p>Signed on behalf of [insert name of successful organisation]</p> <p>Name</p> <p>Position</p> <p>Date</p>

Schedule 2

**Police, Fire and Crime Commissioner for North Yorkshire
AJ1 Project Road Safety Fund
End of Project Return**

Name of organisation (Grant Recipient)	
Name of project	
Name and contact details of person completing report	
End date of project <i>(return by the last day of the month following the end of the project)</i>	
Allocation of funds to Grant Recipient	
Grant received by Grant Recipient	
Total match funding contribution	
Total Road Safety Fund eligible spend on project <i>(evidence of expenditure required at end of project; in any case in which the process of monitoring and returns reveals a real risk that the funds have been misapplied and/or misappropriated, the PFCC s151 Officer and Chief Executive & Monitoring Officer will be notified as early as possible.)</i>	
Level of Road Safety Funding claimed	
Level of Road Safety	

Funding to be returned	
Aims and objectives of project	
What activities has the project delivered?	
What impact / outcomes has the project achieved against the agreed aims?	
Challenges / changes made to the project	
Good news stories (<i>please ensure this is anonymous information unless separate consent has been explicitly obtained</i>)	
I confirm this information is accurate and agree to its promotion by NYP / PFCC	Signed on behalf of [insert name of successful organisation] Name Position Date

