**COMMISSIONING AND GRANT AGREEMENT 2019/20**

**THE LANCASHIRE KNIFE CRIME FUND**

**(HOME OFFICE SERIOUS VIOLENCE FUND)**

**NOTES AND GUIDANCE**

**Please read these Notes and Guidance before completing the Commissioning and Grant Agreement to ensure that your initiative/project supports The Lancashire Knife Crime Fund outcomes and that the outputs demonstrate value for money.**

1. The Police and Crime Commissioner is acting as the body responsible for the administration of the Home Office Serious Violence Grant in Lancashire and has established a local Knife Crime Fund.
2. The Lancashire Knife Crime Fund is open to all **Third Sector and Community Organisations** who are formally constituted and hold a bank account in the name of the organisation. For the purpose of this Fund applications will **NOT** be received from Local Authorities and other Statutory Organisations.
3. Details of any match funding or resources to be used with the application must be summarised in the first section of the Agreement and further details included in the "Details of the project or initiative"
4. When completing the application form consideration must be given to how your organisations relates to the principles of a Trauma Informed Approach.
5. The General Data Protection Regulation (GDPR) is a new European-wide law that replaces the Data Protection Act 1998 in the UK. It places greater obligations on how organisations handle personal data. It comes into effect on 25 May 2018.

The GDPR applies to "personal data" which means any information relating to an identifiable person who can be directly or indirectly identified in particular by reference to an identifier.

Under the GDPR you must appoint a Data Protection Officer (DPO) in certain circumstances. For further advice on this issue please view the Information Commissioners website - <https://ico.org.uk/>

**FUNDING TERMS AND CONDITIONS**

1. Grants may only be used for the purpose specified in the approved application and offer letter.
2. Assets or equipment purchased with grant monies may not be sold or otherwise disposed of without written approval of the PCC. Where sale or disposal does take place (approved or otherwise), repayment of the grant may be required. The level of repayment and the timescale for this will be determined by the PCC.
3. Any items purchased with a value exceeding £1,000 must be reported to the PCC for inclusion within the Asset Register.
4. Payment of the grant will not be made until the confirmation of acceptance of these terms and conditions and any additional conditions outlined in the offer letter are received by the PCC.
5. Any approved grant does not imply any on-going commitments by the PCC to make further payments to the applicant organisation. The PCC will not make any commitment to fund salary costs.
6. Applicant organisations will inform the PCC of any changes to bank details.
7. Applicant organisations shall comply with all relevant legislation, including law, taxation rules, equality, safeguarding and GDPR.
8. The organisation will work with and seek approval from the PCC prior to publication of any publicity that they may wish to undertake in respect of the grant to allow the PCC to contribute to the publicity.
9. Applicant organisations will acknowledge the Home Office Serious Violence Fund in any publicity material they produce specific to the grant. Applicants agree to provide copies of any such materials to the PCC, as the body responsible for the local administration of the Fund.
10. Funding is granted subject to the organisation agreeing to take part in publicity agreed by the PCC, as the body responsible for the local administration of the Fund. This can take the form of media interviews for broadcast, online and print media; documentaries, posters, newsletters, social media and web updates.
11. Where an applicant overspends on the activity which was the subject of the grant application, no further funds will automatically be made available by the PCC.
12. Where the grant is not spent in its entirety, any unspent balance must be returned to the PCC, as the body responsible for the local administration of the Fund.
13. The applicant organisation will permit any officer of the OPCC or its appointed auditors to visit its premises and/or inspect any activities and records related to this grant.
14. The decisions made by the PCC, as the body responsible for the local administration of the Fund, in awarding grants and in operating this fund are final. There is no appeal process.
15. The PCC has the discretion to withhold 20% of the grant value, for payment upon successful evaluation of the Project/ Initiative.
16. The PCC reserves the right to withdraw funding / refuse funding at any time where an organisation applying for grant funding has been, or is, involved in any activity which may bring the PCC into disrepute.
17. The PCC reserves the right to make staged payments to organisations who have been successful in securing grant funding, and this will be agreed in advance of the activities/project commencement date.
18. Whilst complying with GDPR the applicant organisation will be expected to retain the following documents for a period of at least 6 years from the end of the funding period:  
    Original invoices  
    Receipts  
    Minutes from relevant meetings  
    Copies of accounts and deeds  
    Any other relevant documentation

(Please note these may be retained in either written or electronic form)

1. The following costs are not Eligible Expenditure: Payments that support activity intended to influence or attempt to influence parliament, government or political parties, or attempting to influence the awarding or renewal of contracts and grants, or attempting to influence legislative or regulatory action.

Contact Us  
If you need any help with your application you can contact us:   
Website: [www.lancashire-pcc.gov.uk](http://www.lancashire-pcc.gov.uk)  
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