



# Ministry of JUSTICE

Dated **xx** 2015

Ref:

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GRANT AGREEMENT FOR **[XXXXX INSERT XXXX]**

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BETWEEN

SECRETARY OF STATE FOR JUSTICE

-and-

**[INSERT RECIPIENT]** "THE RECIPIENT"

Ministry of Justice  
Clive House  
London  
SW1H 4HD

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INDEX TO GRANT AGREEMENT

THIS GRANT AGREEMENT IS MADE THIS [INSERT DATE] 2015 .....	4
1 THE PARTIES.....	4
2 BASIS OF AGREEMENT .....	4
3 THE REPRESENTATIVE.....	4
4 TERM .....	5
5 PAYMENTS STRUCTURE .....	5
6 MANAGEMENT .....	5
7 FINANCIAL ARRANGEMENTS, CAPITAL ASSETS AND VAT AND VALUE FOR MONEY .....	6
8 FINANCIAL ADMINISTRATION.....	7
9 VALUE FOR MONEY .....	7
10 ADVANCE AND RECOVERY OF SUMS DUE.....	7
11 DISPUTES .....	8
12 TERMINATION .....	8
13 RIGHTS AND OBLIGATIONS ON TERMINATION.....	8
14 BREACH.....	9
15 PROHIBITED ACTIVITIES .....	9
16 INSURANCE.....	9
17 INDEMNITY.....	10
18 DATA PROTECTION ACT 1998 .....	10
19 ACCESS TO DATA .....	10
20 FREEDOM OF INFORMATION.....	10
21 INTELLECTUAL PROPERTY RIGHTS.....	11
22 NOTICES .....	11
23 WAIVER.....	12
24 SEVERABILITY .....	12
25 CONTRACT (RIGHTS OF THIRD PARTIES) ACT 1999 .....	12

OFFICIAL

**26 GOVERNING LAW .....12**

**SCHEDULE 1 - THE GRANT OBLIGATIONS .....13**

**SCHEDULE 2 - PAYMENT SCHEDULE.....15**

**SCHEDULE 3 - ADDITIONAL MONITORING INFORMATION TO BE SUBMITTED  
TO THE AUTHORITY .....16**

**ANNEX A – MODEL GRANT CLAIM FOR A BODY PERMITTED TO CLAIM  
GRANT IN ADVANCE.....16**

**ANNEX B – GUIDELINES ON PARTY POLITICAL INVOLVEMENT OF STAFF...17**

## OFFICIAL

**THIS GRANT AGREEMENT is** made this *[insert]* 2015

### **1 THE PARTIES**

1.1 The Parties to this Grant Agreement are:

**THE SECRETARY OF STATE FOR JUSTICE** acting through the NOMS Reducing Re-offending Team (the "Authority")

And , *[insert Recipient name and address]*

### **2 BASIS OF AGREEMENT**

- 2.1 The Recipient agrees to carry out the Grant Obligations (as defined in Schedule 1) in return for the payment by the Authority set out in Schedule 2.
- 2.2 The offer of this grant made by the Ministry of Justice acting through NOMS Reducing Re-offending Team ("NOMS Reducing Re-offending Team") is subject to the following terms and conditions.
- 2.3 If the Authority and the Recipient wish at a later date to change the nature of the Grant Obligations they can agree to do so in writing.
- 2.4 The Recipient acknowledges that the Authority agrees to fund the Recipient only for the amount and for the period of time specified in this Grant Agreement and Schedule 2.
- 2.5 The schedules attached to this Grant Agreement form part of this Grant Agreement.
- 2.6 This Grant Agreement sets out the entire agreement between the parties. It replaces all previous negotiations, agreements, understandings and representations between the parties, whether oral or in writing.

### **3 THE REPRESENTATIVE**

- 3.1 The Recipient must notify the Authority of the details of the nominated person who will act as the "Representative" within ten days of signature of this Grant Agreement.
- 3.2 The Representative shall be responsible for ensuring the proper control and management of the Grant Obligations and the supervision and submission of all information required by the Authority. If the Recipient replaces the Representative, the Authority must be notified in advance.
- 3.3 Throughout the lifetime of this Grant Agreement, the Representative must liaise regularly with the Authority.

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### 4 TERM

- 4.1 This Grant Agreement shall be in effect from the date shown at the head of this Grant Agreement until the [DD MM YYYY], or until terminated in accordance with Clauses 4.2, or 12 or 14. Two (2) months prior to the end date of the first year and any subsequent second year period the Grant Agreement can be extended under the same terms for the duration of these periods when agreed in writing between the Authority and the Recipient. This is subject to the availability of funding and the continual satisfactory performance of the Recipient.
- 4.2 The Authority may if required by changes in policy considerations or financial constraints terminate the Grant Agreement at any time provided that it has given the Recipient at least three months' prior written notice.

### 5 PAYMENTS STRUCTURE

- 5.1 The Authority will make payment to the Recipient as set out in Schedule 2 ("Grant Funding"); provided the conditions of this Grant Agreement have been complied with and proper evidence of the expenditure is supplied.

### 6 MANAGEMENT

- 6.1 The Recipient shall:
- 6.1.1 be responsible for the financial organisation and administration of the Grant Obligations as set out in Clauses 7 and 8 of this Grant Agreement; and
  - 6.1.2 ensure that in managing the Grant Obligations it shall comply (and will ensure that any person acting on its behalf complies) with all laws in force at the time; and in particular that it (and anyone acting on its behalf) shall not commit any act of discrimination (either direct or indirect) rendered unlawful by the Sex Discrimination Act 1975, the Race Relations Act 1976, the Disability Discrimination Act 1995 and the Race Relations (Amendment) Act 2000 or any amendments to those acts; and
  - 6.1.3 take all necessary steps to secure the health, safety and welfare of all persons involved in managing the Grant Obligations.
- 6.2 The Recipient shall not engage an employee of the Ministry of Justice in any capacity relating to the Grant Obligations, paid or unpaid, without the prior consent of the Authority.
- 6.3 The Recipient is required to acknowledge the financial support of the Authority in any publicity produced, in a form which shall have the Authority's prior written approval.

## OFFICIAL

### **7 FINANCIAL ARRANGEMENTS, CAPITAL ASSETS, VAT AND VALUE FOR MONEY**

- 7.1 The Recipient shall note that all references to "the financial year", unless expressly indicated otherwise, refer to the Ministry's of Justice's own financial year, which runs from 1 April of a year to 31 March of the following year;
- 7.2 The Recipient will keep an accurate record of all expenditure on this Grant and retain all invoices, receipts, accounting records and any other relevant documents relating to the expenditure of Grant Funding provided by the Authority for a period of at least two years after the completion of the funded activity, or two years after the end of the grant period, whichever is the longer. These must be made available at any reasonable time for inspection by officials of the Ministry of Justice or of the National Audit Office, without charge.
- 7.3 The Recipient shall permit and shall impose on its subsidiaries and sub-contractors an obligation to permit representatives of the Authority to examine the economy, efficiency and effectiveness with which the Recipient has used public Grant Funding made available through the Authority.
- 7.4 The Recipient shall, without charge, permit any officer or officers of the Authority, the National Audit Office or their nominees, to visit its premises and/or inspect any of its activities and/or to 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 the Grant Funding provided. In addition, the Recipient shall cooperate with any examination carried out by the Comptroller and Auditor General into the economy, efficiency and effectiveness with which the Grant Funding provided have been used.
- 7.5 The Authority must be advised if any Capital Assets are acquired wholly or in part using payments made by the Authority under this Grant Agreement. For the purpose of this Grant Agreement "Capital Assets" shall include (but shall not be limited to) any of the following where the item in question costs the Recipient more than £500: buildings and land, vehicles, computer equipment, photocopiers, furniture and telecommunications equipment.
- 7.6 The Recipient will maintain a register of all Capital Assets purchased in whole or in part with Grant Funding provided under this Grant Agreement and the register will contains details of the date and place of purchase, the price paid, serial numbers and (in due course, where the consent of the Authority has been given in advance as required by Clause 7.9) any date of disposal.
- 7.7 Capital Assets shall be kept safe and in a good state of repair (fair wear and tear accepted). They must also be adequately insured and made available to the Authority for inspection on request.
- 7.8 The Capital Assets shall be returned to the Authority at the end of the Grant Agreement (however terminated) unless the Authority agrees otherwise.
- 7.9 No Capital Assets shall be sold, leased or lent to a third party within the depreciation period of the asset in question without the prior written consent of the Authority.

## OFFICIAL

- 7.10 Capital Assets shall only be used in connection with the Grant and for no other purpose without the prior written consent of the Authority.
- 7.11 If any Grant Funding provided by the Authority is provided for procurement and VAT is included in the costings, the Authority shall be notified as to whether the Recipient can recover Value Added Tax from HM Customs and Excise. Where VAT can be recovered on such procurement, the Authority funding offer will be reduced accordingly in order to prevent double funding.
- 7.12 The Authority may require the repayment of all or part of the proceeds of sale of any Capital Assets.
- 7.13 The Authority is entitled to require the Recipient to demonstrate that Authority Grant Funding have been expended for the purposes for which they were intended.

### **8 FINANCIAL ADMINISTRATION**

- 8.1 The following procedures will apply:
- 8.1.1 the Recipient will maintain a bank account through which the Authority Grant Funding will be paid and provide the Authority with details of it, as soon as they are available; and
  - 8.1.2 the Recipient will submit to the Authority annual signed accounts certifying that all sums paid under this Grant Agreement have been used in managing the Grant Obligations, within nine months of the end of the Recipient's financial year.
  - 8.1.3 the Recipient's accounts shall be maintained in a clear format, with the Authority Grant Funding shown as restricted funds. The value and purpose of this funding will be identified separately in the Recipient's signed accounts (or the notes thereto) and in the Recipient's Annual Report; and
  - 8.1.4 the Recipient shall provide additional monitoring returns and reports as detailed in Schedule 3; and
  - 8.1.5 in the event of late or incorrect submission of monitoring information, the Authority shall not be liable to pay any outstanding claims for payment until the relevant outstanding submission has been received and approved by the Authority.

### **9 VALUE FOR MONEY**

- 9.1 The Recipient will seek the most efficient way of meeting its Grant Obligations and delivering the services, including the use of volunteers and mentors and accommodating mainstream services to deliver services.

### **10 ADVANCE AND RECOVERY OF SUMS DUE**

- 10.1 Any sums advanced under this Grant Agreement will remain the property of the Authority until expended upon the purposes for which they were provided. The Recipient shall not profit from the Grant Funding outlined in this agreement. All

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funding must be used for the explicit purpose of delivering the Grant Obligations outlined in Schedule 1; any Grant Funding not used for such purposes will be returned to the Authority in full.

10.2 Should the Authority consider that there is a substantial variation between:

10.2.1 the Recipient's actual funding for and/or expenditure on the Grant Obligations; and

10.2.2 the equivalent amounts forecast in the Recipient's budget forecast.

then the Authority may vary, withhold or recover funding payments in such proportions as appear to the Authority to be reasonable.

10.3 The Authority reserves the right to adjust funding payments should alternative sources of funding be secured from local commissioning partners and will not contribute funding which leads to a budget surplus.

## 11 DISPUTES

11.1 Both parties shall negotiate in good faith to resolve any dispute arising out of these terms and conditions and shall escalate any such dispute to senior levels within their organisation if they cannot be resolved by the individuals with day to day responsibility for the grant. If bi-lateral negotiations cannot resolve a dispute within 28 days (at Board/Chief Executive/Director level) then both parties will attempt to settle it by mediation in accordance with the Compact Mediation Scheme as appropriate. Both parties will pay their own costs unless otherwise agreed.

## 12 TERMINATION

12.1 Without prejudice to Clause 13, the Authority may serve on the Recipient a notice in writing to terminate this Grant Agreement immediately and reclaim from the Recipient any of sums paid which have not been expended by the Recipient in furtherance of its Grant Obligations;

12.2 where the Recipient is dissolved for any reason including, without limitation, insolvency, a winding up order or the appointment of a receiver or administrator, or the Recipient enters into any compromise or other arrangement of its debts with its creditors (in which case the Recipient shall notify the Authority immediately in writing), or is likely, in the view of the Authority, to become unable to pay any of its debts; and/or

12.3 where budgetary considerations or a change in the law which allows the Authority to fund the Grant Obligations make it necessary for the Authority to reduce or even discontinue funding to the Recipient. If this occurs the Authority shall notify the Recipient as soon as possible and certainly no less than three months before the date on which the Authority intends to make the necessary adjustment and/or terminate the agreement.

## 13 RIGHTS AND OBLIGATIONS ON TERMINATION

13.1 On termination of this Grant Agreement (whether by notice expiry or otherwise) the Recipient shall as soon as reasonably practicable:



## OFFICIAL

13.1.1 return to the Authority any assets or property or any unused Grant Funding (unless the Authority gives its written consent to their retention) then in its possession in connection with this Grant Agreement; and

13.1.2 immediately refrain from holding itself out in any manner whatsoever as having any ongoing connection with the Authority in connection with the Grant Obligations, if the Grant Obligations continues in whole or in part beyond the expiry of funding from the Authority.

13.2 The termination of this Grant Agreement shall not prejudice or affect any right of action which either party might have against the other.

13.3 In no circumstances shall the Authority be liable to make any redundancy payment or pay for any termination costs incurred by the Recipient as a result of this Grant Agreement being terminated.

### **14 BREACH**

14.1 If the Recipient commits a material breach of this Grant Agreement which is not capable of remedy, then the Authority may terminate this Grant Agreement with immediate effect by giving notice in writing.

14.2 If the Recipient commits a material breach of this Grant Agreement which it is able to remedy, then the Authority may serve notice on the Recipient setting out how the breach shall be remedied by a reasonable deadline. If the breach is not remedied within the deadline, the Authority may, by giving further notice, terminate the Grant Agreement.

### **15 PROHIBITED ACTIVITIES**

15.1 The Recipient shall not use any of the Grant Funding made available to it through the Authority for any purpose other than managing the Grant Obligations and shall specifically not use any Grant Funding for the purpose of supporting, directly or indirectly, any organisation or activity which is likely to bring the Authority into disrepute or for supporting, directly or indirectly, any party political organisations or activities (See Annex B).

15.2 The Recipient shall not assign or sub-contract the managing of the whole or any part of the Grant Obligations without the prior written approval of the Authority.

### **16 INSURANCE**

16.1 The Recipient shall take out insurance policies to cover the following risks relating to the Grant Obligations (as appropriate):

16.1.1 Public and Employer's Liability; and

16.1.2 Professional Indemnity; and

16.1.3 Fire and other risks to property; and

## OFFICIAL

16.1.4 Risks arising from the use of vehicles; and

16.1.5 Theft or damage to property and its contents,

and the Authority shall be entitled to see copies of these policies if it so requests.

### **17 INDEMNITY**

17.1 The Authority accepts no liability to the Recipient or to any third party for any costs, claims, damages or losses; arising as a result and/or in connection with the Grant Obligations however they are incurred (other than for personal injury or death which is caused by the Authority's negligence).

17.2 The Recipient agrees to indemnify the Authority against any costs, claims, damages or losses; however they are incurred, arising as a result and/or in connection with the Grant Obligations which have come about due to the Recipient's wrongdoing, misuse of Grant Funding or negligence.

### **18 DATA PROTECTION ACT 1998**

18.1 Both the Authority and the Recipient are Data Controllers. They each agree that they will comply with all the requirements of the Data Protection Act 1998 in relation to their obligations under this Grant Agreement.

### **19 ACCESS TO DATA**

19.1 All service user data collected from the date shown at the head of this Grant Agreement onwards will remain the property of the Recipient. The Recipient shall permit and shall impose on its subsidiaries and sub-contractors an obligation to permit representatives of the Authority to examine data collected on service users for the purposes of evaluation and ongoing performance monitoring.

19.2 The Recipient shall ensure that service users are aware that their data will be retained and may be passed on to the Authority for the purposes of evaluation and ongoing performance monitoring.

19.3 The Recipient shall, without charge, permit any officer or officers of the Authority to visit its premises and/or inspect any of its activities and/or to examine and take copies of the collected service user data and other documents or records as in such officers' view may relate to the use of the Grant Funding provided.

### **20 FREEDOM OF INFORMATION**

20.1 For the purposes of this Clause 17:

20.1.1 "FOI Act" means the Freedom of Information Act 2000 and any subordinate legislation made under that Act or any guidance issued by the Information Commissioner;

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- 20.1.2 "Information" means all records and information of any sort obtained, created, collected or held by the Recipient in relation to this Grant Agreement; and
- 20.1.3 "Information Request" means a request for Information within the meaning of section 8 of the FOI Act.
- 20.2 The Recipient acknowledges that the Authority is subject to the FOI Act and agrees to assist and co-operate with the Authority to enable the Authority to comply with its obligations under the FOI Act.
- 20.3 The Recipient acknowledges that the Authority may be obliged to comply with its obligations under the FOI Act without informing or consulting the Recipient.
- 20.4 Without prejudice to Clause 17.2, the Recipient shall provide the Authority with any Information necessary to enable the Authority to respond to an Information Request within 20 working days of a corresponding request from the Authority (or such other period as the Authority may reasonably specify).
- 20.5 The Authority shall be responsible for determining:
- 20.5.1 whether any of the exemptions provided for by the FOI Act apply in relation to an Information Request. The Recipient shall comply with any such determination by the Authority.
- 20.5.2 If the Recipient receives an Information Request which ought to have been addressed to the Authority, it shall not attempt to process such request itself but shall pass it to the Authority within 2 working days of receiving the request.

## **21 INTELLECTUAL PROPERTY RIGHTS**

- 21.1 For the avoidance of doubt, the Recipient shall grant to the Authority at no cost a perpetual licence to use any material created by the Recipient under the Grant Obligations for such purposes as the Authority shall deem appropriate.
- 21.2 The intellectual property rights in any documentation or report or any other deliverable produced using the grant or grant in aid from the Ministry of Justice is hereby assigned to the Secretary of State for Justice. For the purposes of this clause 21 "intellectual property rights" includes copyright, trade marks, patents, design rights (whether registerable or not) an application for any of these rights and any moral rights or similar rights.

## **22 NOTICES**

- 22.1 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.
- 22.2 A notice shall be served by prepaid first class post or by hand delivery and shall be deemed to have been given or made two working days after posting if sent by post, or at the time of delivery, if delivered by hand.

**23 WAIVER**

23.1 The failure of the Authority to exercise a right or remedy under this Grant Agreement shall not constitute a waiver of that right or remedy.

23.2 No waiver by the Authority shall be effective unless it is communicated to the Recipient in writing.

**24 SEVERABILITY**

24.1 If any provision of this Grant Agreement is held to be invalid, illegal or unenforceable by any court, such provision shall be severed and the remainder of the provisions of the Grant Agreement shall continue in full force and effect as if the Grant Agreement had been entered into without the provision in question.

**25 CONTRACT (RIGHTS OF THIRD PARTIES) ACT 1999**

25.1 No person who is not a party to this Grant Agreement shall have the right to enforce any its terms.

**26 GOVERNING LAW**

26.1 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.

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### SCHEDULE 1 - THE GRANT OBLIGATIONS

**Context:**

*[Insert Context]*

The Project:

*[Insert Recipient obligations]*

**Timescale and subsequent funding:**

The funding is provided from [xx] 2015 until [DD MM YYYY]. It is a requirement of the Grant Agreement that it is utilised in this period. *[insert recipient]* should not anticipate the provision of any additional NOMS funding beyond this grant period.

**Tasks and Timescale for completion**

*[insert recipient]* will pursue the above Key Deliverables and Outcomes to a timetable agreed with the grant Commissioners prior to 01 April 2015.

**Organisational Contacts**

NOMS will provide the following member of staff as the main point of contact:

Postholder: *[Insert internal personnel details]*

Name:

Email:

Tel:

Address: xxx  
Clive House  
102 Petty France  
London, SW1H 9HD

*[insert recipient]* will provide the following member of staff as the main point of contact:

Name:

Email:

Tel:

Address:

The details of the project will be set out in a work plan drafted by the Recipient. The work plan will be agreed by the Authority *[insert commissioning team]* prior to the project commencement.

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The Authority expects the organisation to ensure that it applies a policy of equal opportunities as employers, as users of volunteers, and as providers of services, regardless of race, colour, ethnic or national origin, disability, age, gender, sexuality, marital status, or any religious affiliation.

The Recipient is advised to:

- note that all references to "the financial year" , unless expressly indicated otherwise, refer to NOMS' own financial year, which runs from 1 April to 31 March;
- note that failure to comply with the terms and conditions of the offer may result in the grant payments being suspended, reclaimed or withheld, and/or the grant offer being withdrawn.

If at any time the Recipient wishes to make changes to the work plan or the terms of this grant these must be discussed with the NOMS' [*insert commissioning team*]. The Recipient should be aware that if any of the conditions specified is not fulfilled without the prior agreement of the NOMS [*insert commissioning team*], you may be asked to repay all or part of the grant.

The Recipient will permit representatives of NOMS [*insert commissioning team*] and/or any officers of the Ministry of Justice or their nominees, to observe the Recipients management/trustee/steering group meetings whenever these meetings are to discuss work funded by the NOMS [*insert commissioning team*].

Both parties shall negotiate in good faith to resolve any dispute arising out of these terms and conditions and shall escalate any such dispute to senior levels within their organisation if they cannot be resolved by the individuals with day-to-day responsibility for the grant. If bi-lateral negotiations cannot resolve a dispute within 28 days (at Board/Chief Executive/Director level) then both parties shall attempt to settle it by mediation in accordance with the Compact Mediation Scheme as appropriate. Both parties will pay their own costs unless otherwise agreed.

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**SCHEDULE 2 – GRANT FUNDING PAYMENT SCHEDULE**

The Authority has agreed funding of a maximum of £xxxxxx per annum to ensure the commencement and completion of the project, provided that the Authority is satisfied that all the claims submitted relate to costs that have been reasonably and properly incurred in connection with the project as specified in Schedule 1 and incurred in ways consistent with the terms of this Grant Agreement.

The grant will be paid by agreement between the NOMS [*insert commissioning team*] and the Recipient in [*insert number*] instalments as outlined below.

Payment Instalment	Timeline
£	
£	
£	
<b>TOTAL</b>	<b>£</b>

Amount of Funding Applied For:

[£]

The Recipient should make a request for payment a month before payment is due (a model claim form is attached at Annex A). This should be sent [*insert relevant personnel, title and address*], NOMS.

The Authority makes no commitment to renewing or continuing financial support to the Recipient after the term of this grant. The Recipient shall, therefore, minimise its dependence on the Ministry of Justice by obtaining financial support from a range of other local commissioning sources.

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### SCHEDULE 3 - ADDITIONAL MONITORING INFORMATION TO BE SUBMITTED TO THE AUTHORITY

1. The Recipient shall provide:

- the annual audited accounts required by Clause 8.1.2; and
- the details required by Clause 7.5 of any Capital Assets acquired wholly or in part using Grant Funding provided by the Authority,
- The Recipient will maintain a record of its financial controls and procedures, and will copy them to the NOMS representative along with the summary reports

plus the following information, where requested by the Authority:

- copies of the Recipient's insurance policies relating to the Grant Obligations required by Clause 16; and/or
- copies of all papers and minutes of the meetings of the Recipient's management committee, trustee, board, steering group or similar body, whenever those papers and minutes relate to the Grant Obligations; and/or
- Such interim reports as Ministry of Justice may reasonably require, as well as copies of any published papers, leaflets, newsletters or articles about the organisation's work.
- and such other information as the Authority may reasonably request in order to comply with its own statutory or other obligations.

The value and purpose of this grant will also be identified separately in the Grant-holder's Annual Report.

The budget, audited accounts, annual reports, publications et cetera should be sent to:

*[Relevant personnel, title and address]*

Clive House  
102 Petty France  
London, SW1H 9HD



**Signifying Acceptance**

If the Recipient is in doubt about being able to meet any of these terms and conditions, or any of the terms and conditions in the covering offer of grant, the Recipient will seek clarification from the NOMS [*insert commissioning team*] or take appropriate advice before accepting the offer of grant.

The Recipient will indicate acceptance of these terms and conditions and the accompanying letter by signing below.

**Signed by on behalf of the Authority by:**

.....

Print name: .....  
**(A duly authorised person on behalf of the Authority)**

**Signed by on behalf of the Recipient by:**

.....

Print name and position: .....  
**(A duly authorised signatory on behalf of the Recipient)**

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**Annex A**

**MODEL GRANT CLAIM FORM FOR A BODY PERMITTED TO CLAIM GRANT IN ADVANCE**

This claim form should be completed by an authorised officer of the organisation and returned one month before the date on which the grant is being claimed and supported by invoices where available.

£

Forecast expenditure for next 3 months

TOTAL CLAIMED

I certify that:

- the above claim is made in accordance with the terms and conditions of grant;
- the grant received and spent has been used wholly for the purposes for which it was given;
- the amount of grant claimed on this form represents expenditure incurred or to be incurred for the purposes for which grant is given.

Signed\_\_\_\_\_

Name in capitals\_\_\_\_\_

Organisation\_\_\_\_\_

Date\_\_\_\_\_

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### Annex B

#### GUIDELINES ON PARTY POLITICAL INVOLVEMENT OF STAFF

The management committee of the organisation should not align itself with any particular political party. The staff of the organisation, whatever their private political beliefs, are expected to avoid being identified in their professional role with any particular political party. A good deal of personal judgement is therefore involved and accordingly the following guidelines are intended for the use of all staff:-

- i) Staff should not be identified, in their work, with any political party or allow any personal political beliefs to improperly influence the work for which they are paid.
- ii) Community work practice usually requires staff to support and assist activities, which arise from within the community itself. Staff may stimulate or induce community initiatives but they should not proceed unless there is a clear and substantial support for those proposals from within the community with which they are working.
- iii) It is an accepted part of community work practice to supply information and advice impartially to all groups engaged in affecting public policies and programmes. It is likewise accepted that staff are not responsible for the political activities of independent autonomous groups with which they may be working.
- iv) In so far as any activity is concerned, staff should not use the name of the organisation in party political demonstrations or for the purposes of party political propaganda.