



# Home Office

**GRANT in Aid AGREEMENT**

**SECRETARY OF STATE FOR THE HOME DEPARTMENT**

**and**

**THE NATIONAL WILDLIFE CRIME UNIT**

**AGREEMENT**

**FOR THE NATIONAL WILDLIFE CRIME UNIT**

**FOR THE 2011/2012 FINANCIAL YEAR**

**Crime and Policing Group  
Home Office  
2 Marsham Street  
London  
SW1P 4DF**

HOME OFFICE GRANT IN AID TERMS AND CONDITIONS FOR THE  
NATIONAL WILDLIFE CRIME UNIT APPLYING WITH EFFECT 1<sup>ST</sup> APRIL  
2011 TO 31<sup>ST</sup> MARCH 2012

1. Introduction and definitions

1.1 This agreement (the "Grant in Aid Agreement") consists of 23 Clauses, 2 Schedules and 2 Annexes. It is supplementary to the Grant in Aid Letter (as defined below) and replaces any previously agreed grant terms and conditions for the National Wildlife Crime Unit.

1.2 In this Grant in Aid Agreement:

The "**Authority**" means the Secretary of State for the Home Department acting through the Organised and Financial Crime Unit.

The "**Funding Period**" means the financial year from 1<sup>st</sup> April 2011 to 31<sup>st</sup> March 2012.

The "**Grant**" means the Grant in Aid payable by the Authority to the Recipient under the terms of this Grant in Aid Agreement, the amount of which (the "**Grant Amount**") shall not be more than one hundred and ten thousand seven hundred and twenty-nine pounds £110,729 resource.

The "**Grant in Aid Letter**" means the letter dated 15 March 2012 from the Authority to the Recipient which sets out supplementary information in relation to the Grant.

The "**Purpose**" means to fund the National Wildlife Crime Unit (NWCU) to enable work towards the reduction of wildlife crime, as detailed in Schedule 1.

The "**Recipient**" means the National Wildlife Crime Unit

1.3 References to any statute or sub-ordinate legislation in this Grant in Aid Agreement include references to any amendments or replacements to the statute or sub-ordinate legislation that may be enacted from time to time.

Terms and conditions

2. Grant Offer

- 2.1 Subject to the Recipient complying with the terms and conditions set out in this Grant in Aid Agreement and the Grant in Aid Letter, the Authority offers to pay the Grant to the Recipient as a contribution towards eligible expenditure.
- 2.2 The Recipient acknowledges that the Authority agrees to fund it only for the amount, the Funding Period and for the Purpose specified in this Grant in Aid Agreement and the Grant in Aid Letter.
- 2.3 This Grant is paid to the Recipient in exercise of the power conferred by section 169 of the Criminal Justice and Public Order of Act 1994.

### **3. Purpose and extent of the Grant**

- 3.1 The Recipient may not use the Grant for any activities other than the Purpose, or as approved in writing by the Authority. Further details of the Purpose of the Grant are as defined in Schedule 1 (the "Project").

### **4. Amount of the Grant**

- 4.1 The Authority has agreed funding of **up to** the Grant Amount, subject to compliance by the Recipient with the terms of this Grant in Aid Agreement.

### **5. Timing of the Grant**

- 5.1 Payments will be made in arrears, in accordance with Schedule 2, within 15 working days of the receipt of a payment request in the form of Annex A and the supporting monitoring information set out at Schedule 3.
- 5.2 In order for any payment to be released, the Authority will require the Recipient to:
  - 5.2.1 have signed and returned a copy of this Grant in Aid Agreement to the Authority,
  - 5.2.2 have provided the appropriate bank details, and
  - 5.2.3 be in compliance with the terms and conditions of this Grant in Aid Agreement.
- 5.3 The Authority reserves the right to withhold all or any payments of the Grant if the Authority has reasonably requested information/documentation from the Recipient and this has not been received by the Authority in the timescales reasonably required.

- 5.4 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.

## 6. Eligible expenditure

- 6.1 Eligible expenditure consists of payments by the Recipient for the Purpose. Eligible expenditure is net of VAT recoverable by the Recipient from HM Revenue & Customs and gross of irrecoverable VAT.
- 6.2 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.

## 7. Managing the Grant

- 7.1 Each party must notify the other of:
- (a) the nominated person who will act as the party's authorised representative; and
  - (b) the contact details of the authorised representative and any deputies.
- 7.2 The Authority requires the Recipient to submit in-year monitoring information as detailed in Schedule 3.
- 7.3 The Authority may ask the Recipient to clarify information provided to it. If so, the Recipient shall comply with any reasonable request.
- 7.4 An end of year monitoring report (also referred to as an "outturn statement") shall be submitted by the Recipient to the Authority on or before 30<sup>th</sup> April 2012. This report must:
- (a) be in the format set out in Annex B;
  - (b) be signed by a Treasurer, Finance Officer or equivalent; and
  - (c) contain a detailed breakdown of expenditure for the entire Funding Period.
- 7.5 The Authority may, in addition, ask the Recipient to provide it with forecast outturn information for the financial year end. If so, the Recipient shall comply with any reasonable request.
- 7.6 The Recipient must notify the Authority as soon as reasonably practicable that an underspend is forecast. ***Any underspend of Grant***

**funds cannot be carried over to the following financial year except with the express consent of the Authority**

- 7.7 If an overpayment of the Grant has been made, the Authority will recover the payment.
- 7.8 The Recipient may not vire funds between this Grant and other grants made to it.
- 7.9 The Recipient's Treasurer, Finance Officer, or equivalent will ensure that appropriate professional arrangements are put in place for the management of the Grant and the reporting of expenditure. The Treasurer, Finance Officer, or equivalent should take all necessary steps to ensure that the Grant is accounted for and monitored separately from the Recipient's other funding streams.
- 7.10 The Recipient undertakes to complete the work for which the Grant is provided. The work should be completed within agreed timescales, and the Recipient will report any significant variations to spending on work funded by the Authority.

## **8. Records to be kept**

- 8.1 The Recipient must:
- (a) maintain and operate effective monitoring and financial management systems; and
  - (b) keep a record of expenditure funded partly or wholly by the Grant, and retain all accounting records relating to this for a period of at least six years after the end of the Funding Period. Accounting records include: original invoices, receipts, minutes from meetings, accounts, deeds, and any other relevant documentation, whether in writing or electronic form.
- 8.2 Where the Recipient is working in partnership and its partner(s) wish to retain such documentation, the Recipient should obtain from the partner(s):
- (a) an annual, written statement, signed by the partner's treasurer, of how the money was spent; and
  - (b) a signed undertaking that the partner will retain such documents for the period prescribed above.

## **9. Audit and inspection**

- 9.1 The Recipient, without charge, will permit any officer or officers of the Authority, external auditing bodies (ie National Audit Office or Audit

Commission) 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 Grant. In addition, examinations may be carried out into the economy, efficiency and effectiveness with which the Grant has been used. The Authority shall endeavour, but is not obliged, to provide due notice of its intent to conduct an audit.

- 9.2 The Recipient shall ensure that this Grant falls within the scope of audit as part of the Recipient's annual internal and external audit programme. The external auditor will be expected to sign off an Independent Assurance Statement as part of the scope.
- 9.3 The value and purpose of this grant shall be identified separately in the Recipient's audited accounts (or the notes thereto).
- 9.4 The Recipient will send the Authority a copy of its audited accounts.

#### **10. Lawful conduct, equal opportunities, use of volunteers and activities funded by the Grant**

- 10.1. The Recipient must ensure that all reasonable steps have been taken to ensure that it and anyone acting on its behalf complies with any applicable law for the time being in force (so far as binding on the Recipient).
- 10.2. No aspect of the activity funded by the Authority may be party-political in intention, use, or presentation.
- 10.3 The Grant may not be used to support or promote religious activity. This will not include inter faith activity.

#### **11. Procurement procedures**

- 11.1 The Recipient must secure the best value for money and shall act in a fair, open and non-discriminatory manner in all purchases of goods and services.
- 11.2 In procuring any goods or services using Grant monies, the Recipient shall follow its own procurement guidelines.
- 11.3. If the Recipient follows a single tender procedure 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; or

- (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.

## **12. Conflict of interest and financial or other irregularities**

- 12.1 Members and employees of the Recipient shall be careful not to be subject to conflicts of interest.
- 12.2 The Recipient must set up formal procedures to require all such persons 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.
- 12.3 If the Recipient has any grounds for suspecting financial irregularity in the use of any Grant paid under this Grant in Aid 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.
- 12.4. For the purposes of Clause 12.3, "financial irregularity" includes fraud or other impropriety, mismanagement, and the use of the Grant for purposes other than those intended by the Authority.

## **13. Breach of Grant Conditions**

- 13.1 If the Recipient fails to comply with **any** of the conditions set out in this Grant in Aid Agreement, or if any of the events mentioned in Clause 13.2 occur, then the Authority may reduce, suspend, or withhold Grant payments, or require all or any part of the Grant to be repaid. The Recipient must repay any amount required to be repaid under this condition within 30 days of receiving the demand for repayment.
- 13.2 The events referred to in Clause 13.1 are as follows:
  - a) The Recipient purports to transfer or assign any rights, interests or obligations arising under this Grant in Aid Agreement without the agreement in advance of the Authority;
  - b) 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;
  - c) The Recipient takes inadequate measures to investigate and resolve any reported irregularity;

- d) The Recipient changes the nature of its operations to an extent which the Authority considers to be significant or prejudicial;
- 13.3 It is hoped that most difficulties encountered by the Recipient can be overcome with the advice and support of the Authority. In the event that it becomes necessary to take steps to enforce the terms and conditions of this Grant in Aid Agreement, the Authority will write to the Recipient giving particulars of its concern or of any breach of a term or condition of the Grant.
- 13.4 The Recipient must act within 30 days (or earlier, depending on the severity of the problem) to address the Authority's concern or rectify 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 steps taken by the Recipient to address its concern or rectify the breach, it may take steps to withhold or suspend the further payment of Grant, or to recover Grant funds already paid.
- 13.5 On termination of this Grant in Aid Agreement for any reason, the Recipient as soon as reasonably practicable return to the Authority any assets or property or any unused funds (unless the Authority gives its written consent to their retention) then in its possession in connection with this Grant in Aid Agreement.

#### **14. Insurance coverage**

- 14.1. The Recipient shall ensure that it has adequate insurance coverage (including but not limited to public liability insurance) in place, and shall provide evidence of such insurance to the Authority on request.

#### **15. Indemnity**

- 15.1 The Authority accepts no liability to the Recipient or to any third party for any costs, claims, damage or losses, however they are incurred, except to the extent that they arise from personal injury or death which is caused by the Authority's negligence.
- 15.2. 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 in Aid Agreement.

#### **16. Intellectual Property Rights**

- 16.1 The Recipient shall grant to the Authority at no cost an irrevocable, royalty-free perpetual license to use and to sub-license the use of any



material created by the Recipient under the terms of this Grant in Aid Agreement for such purposes as the Authority shall deem appropriate.

- 16.2 Publicity and written material relating to the work funded by the Grant shall acknowledge this either in the body of the copy or with 'Funded by:' written alongside the Authority's logo.'

## **17. Funding Period and Termination**

- 17.1. The Authority has committed to provide the Recipient with £136,000 Grant in Aid for the 2012/13 Funding Period. That payment will promulgated under a separate Grant in Aid Agreement.

- 17.2 The Authority may terminate this Agreement forthwith by serving a written notice on The Recipient if:

- a) the grant or any part of it is being used for any purpose other than the purpose set out in this Agreement;
- b) The Recipient has made 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) The Recipient has failed to remedy any breach of this Agreement within 28 days (or such other period as the Authority agrees in writing) of being served with a notice pointing out the breach requiring its rectification.

- 17.3 The Recipient may terminate this 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 to it under this Agreement and the Authority has failed to make payment of that sum within 28 days of receiving the request.

- 17.4 Notwithstanding Clauses 17.2 and 17.3 above, this Agreement may be terminated by either party giving the other at least three months (or other agreed time period) months notice in writing.

- 17.5 With reference to 17.4 above, in the event that either party exercises its right to give notice of termination under this Agreement, the Authority will reimburse The Recipient in relation to expenditure reasonably estimated and actually incurred in providing services within the scope of this Agreement up until the effective date of termination. The right to reimbursement can be excluded if termination of the agreement is enacted under the provisions set out in Clause 17.2 above.

- 17.6 Any termination of this Agreement will be without prejudice to any other rights or remedies of the parties under this 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 in Aid Agreement**

- 18.1 This Grant in Aid Agreement and the Grant in Aid Letter set out the entire agreement between the parties. They replace all previous negotiations, agreements, understandings and representations between the parties, whether oral or in writing.
- 18.2 Any amendments to this Grant in Aid Agreement and/or the Grant in Aid Letter shall only be valid if they are in writing and signed by an authorised representative of both parties.

## **19. Freedom of Information**

- 19.1 Where applicable, the Recipient and the Authority are required to comply with the Freedom of Information Act 2000 (the "FOI Act"), any subordinate legislation made under the FOI Act and any guidance issued by the Information Commissioner.
- 19.2 The Recipient agrees to assist and cooperate with the Authority to enable the Authority to comply with its obligations under the FOI Act whenever a request is made for information which relates to or arises out of this Grant in Aid Agreement

## **20 Transparency**

- 20.1 The Recipient acknowledges that the Authority shall disclose payments made against this grant of value £25k and above, in accordance with the Government's transparency agenda.
- 20.2 No information shall be disclosed if such disclosure would be in breach of the Data Protection Act, or is exempted from disclosure under the Freedom of Information Act.

## **21. Notices**

- 21.1 All notices, invoices and other communications relating to this Grant in Aid 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 in Aid Agreement.
- 21.2 Notices delivered hereunder shall be deemed to be delivered:
- 21.2.1 if delivered by hand, upon receipt;
  - 21.2.2 if sent by pre-paid registered first class post (providing it is not returned as undelivered to the sender), two (2) working days after posting;

21.2.3 if sent by electronic mail, on the date of delivery subject to the following conditions:

- (a) 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 is deemed to have been received on the next working day, and
- (b) each electronic mail containing a formal notice under this Agreement shall be sent with a delivery receipt requested and shall not be deemed to have been received until the sender receives a confirmatory delivery receipt.

21.2.4 If 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 in Aid Agreement shall have the right to enforce any its terms.

## **23. Governing Law**

23.1 This Grant in Aid 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.

Home Office  
Crime and Policing group  
15 March 2012

## SCHEDULE 1 – THE PROJECT

### Purpose (aims and objectives) of the funding

The purpose of this Grant is to contribute to the work of the UK National Wildlife Crime Unit. The unit exists to support the reduction of wildlife crime, through the prevention and detection of wildlife crime.

In the period 11/12 funding from the Home Office will support the work of the NWCU, including across the following activities:

- maintaining the database of incidents of wildlife crimes occurring across the United Kingdom;
- gathering information and evidence to compile an annual assessment of wildlife crime in the UK;
- gathering and analysing intelligence in support of the UK's wildlife crime priorities, including information on known and suspected offenders;
- producing intelligence assessments in line with the UK wildlife crime intelligence requirements;
- acting as a centre of expertise in relation to wildlife crime;
- dissemination of this intelligence to law enforcement agencies, in line with strategic and geographic priorities;
- providing direct assistance to individual police and Customs officers through its investigative support officers.

These and other activities will enable the NWCU to further professionalize the enforcement of wildlife legislation by the police, UK Border Agency and other law enforcement agencies (LEAs).

Measurement of success will be based on the support the Unit provides to other enforcement agencies through monitoring of the following:

- i. the number of forces from whom they receive wildlife crime data (intelligence and incidents) to ensure that this covers **all** forces in England and Wales
- ii. production of a satisfactory annual assessment of wildlife crime
- iii. production of analytical packages for forces and other agencies
- iv. provide operational enforcement support through the Field Intelligence Officers, for forces and other agencies
- v. NWCU to provide expertise and advise on how to tackle wildlife crime to all UK enforcement agencies within the UK
- vi. NWCU to provide support to the strand leaders of the six identified wildlife crime priorities in tackling their specific areas of criminality

The NWCU is required to produce an end-of-year report detailing how they are adding value to law enforcement agencies based on the measures identified above.

**SCHEDULE 2 – PAYMENT SCHEDULE**

Payment Reference	Period:		Payment date*
	From	To	
1	1 April 2011	31 March 2012	1 March 2012
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

\*Subject to Clause 5.

### SCHEDULE 3 – IN-YEAR MONITORING INFORMATION REQUIREMENTS

In support of the payment request the Authority requires the Recipient to provide

An overview of how it has met its objectives by making available information on the:

- Numbers of actions undertaken by NWCU staff, including provision of analytical documents, tasking from meetings, requests for assistance, intelligence collections, requests for statistics, requests for presentations, work for CPS, database checks, media enquiries, research requested etc.
- Numbers of operational requests for assistance that they have carried out for forces.
- Numbers of analytical reports they have provided.
- Amount of intelligence logs processed and disseminated.
- Numbers of incidents processed.
- Numbers of information sharing protocols written.
- Progress reports

#### **Expenditure report**

- To provide a detailed breakdown of costs incurred by the NWCU's for 2011/2012, to show that it has fulfilled the objectives set out in schedule 1.

**Note:** The in-year monitoring information requirements are separate to the requirements detailed in Clause 7.4 and Clause 9. The Authority may request the Recipient to clarify any information provided.