



# Home Office

**GRANT IN AID AGREEMENT**

**SECRETARY OF STATE FOR THE HOME DEPARTMENT**

**and**

**NATIONAL WILDLIFE CRIME UNIT**

**AGREEMENT**

**FOR THE 2008/09 FINANCIAL YEAR**

**CRIME AND DRUGS STANDARDS DIRECTORATE  
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  
2008 TO 31<sup>ST</sup> MARCH 2009

1. Introduction and definitions

1.1 This agreement (the "Grant in Aid Agreement") consists of 22 Clauses, 2 Schedules and 1 Annex. It is supplementary to the Grant in Aid Letter (as defined below) and replaces any previously agreed grant in aid terms and conditions for the National Wildlife Crime Unit to support the reduction of wildlife crime.

1.2 In this Grant in Aid Agreement:

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

The "**Funding Period**" means the financial year from 1<sup>st</sup> April 2008 to 31<sup>st</sup> March 2009.

The "**Grant in Aid**" 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 in Aid Amount**") shall not be more than shall not be more than £150,000 (one hundred and fifty thousand pounds).

The "**Grant in Aid Letter**" means the letter dated 15<sup>th</sup> January 2009 from the Authority to the Recipient which sets out supplementary information in relation to the Grant in Aid.

The "**Purpose**" means to fund the National Wildlife Crime Unit to enable work towards the reduction of wildlife crime.

The "**Recipient**" means the NWCU

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 in Aid 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 in Aid 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 Act 1994.

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

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

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

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

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

5.1 Payments will be made in December 2008 and March 2009.

5.2 Payments will be made in arrears as detailed in Schedule 2 ('Payment timing').

5.3 In order for any payment to be released, the Authority will require the Recipient to:

5.3.1 have signed and returned the Acceptance of Grant in Aid page of this Grant in Aid Agreement to the Authority,

5.3.2 have provided the appropriate bank details, and

5.3.3 be in compliance with the terms and conditions of this Grant in Aid Agreement.

5.4 The Authority reserves the right to withhold all or any payments of the Grant in Aid 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.

5.5 The Authority is not permitted to pay the Grant in Aid 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 in Aid 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 in Aid 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 in Aid**

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 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 2009. This report must:

- (a) be in the format set out in Annex A; and
- (b) be signed by a Treasurer, Finance Officer or equivalent.

7.3 The Authority, may ask the Recipient to provide it with information during the year to provide assurance that the funds are being used for the intended purpose. If so, the Recipient shall comply with any reasonable request.

7.4 The Recipient must notify the Authority as soon as reasonably practicable that an underspend is forecast. Any underspend of grant in aid funds cannot be carried over to the following financial year except with the express consent of the Authority.

7.5 If an overpayment of the Grant in Aid has been made, the Authority will recover the payment.

7.6 The Recipient's Treasurer, Finance Officer, or equivalent will ensure that appropriate professional arrangements are put in place for the

management of the Grant in Aid and the reporting of expenditure. The Treasurer, Finance Officer, or equivalent should take all necessary steps to ensure that the Grant in Aid is accounted for and monitored separately from the Recipient's other funding streams.

## **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 in Aid, 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.

### **8.3 Where funds provided under this Grant in Aid Agreement are spent on capital items, the Recipient must:**

- (a) Maintain an asset register of such capital assets. This register shall record as a minimum, (i) the date the item was purchased, (ii) the price paid and (iii) the date of disposal
- (b) Provide proof of insurance coverage for the useful life of the relevant capital asset
- (c) Make the capital assets available for inspection

## **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 Aid. In addition, examinations may be carried out into the economy, efficiency and effectiveness with which the Grant in Aid 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 in Aid falls within the scope of audit as part of the Recipient's annual internal and external audit programme.
- 9.3 The value and purpose of this grant in aid 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 in Aid**

- 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 including (so far as binding on the Recipient), the requirements of the Health and Safety at Work Act 1974; the Data Protection Act 1998; the Human Rights Act 1998; the Sex Discrimination Act 1975; the Race Relations Act 1976; the Race Relations Act 2000; the Disability Discrimination Act 1995; the Employment Equality (Age) Regulations 2006; the Equal Pay Act 1970; the Employment Equality (Sexual Orientation) Regulations 2003; the Employment Equality (Religion or Belief) Regulations 2003; the Part Time Workers (Prevention of Less Favourable Treatment) Regulations 2000; the Fixed Term Employees (Prevention of Less Favourable Treatment) Regulations 2002.
- 10.2. No aspect of the activity funded by the Authority may be party-political in intention, use, or presentation.
- 10.3 The Grant in Aid 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 in all purchases of goods and services.
- 11.2. In procuring any goods or services using grant in aid 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 robust justification and maintain the relevant

documentation on file. Potential justifications are that the value of a contract is very low or that there is only one supplier capable of providing the goods or services concerned.

- 11.4. The Recipient must ensure it complies with requirements of the Public Contracts Regulations 2006 (SI 2006/5) when procuring works, goods or services as appropriate using grant in aid monies.

## **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 in aid 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 in Aid for purposes other than those intended by the Authority.

## **13. Breach of Grant in Aid 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 in Aid payments, or require all or any part of the Grant in Aid 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 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 in Aid.
- 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 in Aid, or to recover Grant in Aid 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.
- 14.2. Where the Recipient is a public body and has in place appropriate self-insurance arrangements, the Recipient may request, and the Authority, acting reasonably, may agree that the provisions of Clause 14.1 above shall be waived.

#### **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 licence 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 in Aid shall acknowledge this either in the body of the copy or with 'Funded by:' written alongside the Authority's logo.

## **17. Funding for future years**

- 17.1. The Authority does not commit to renew or continue financial support to the Recipient after the Funding Period.

## **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 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. Notices**

20.1 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.

20.2 Notices delivered hereunder shall be deemed to be delivered:

20.2.1 if delivered by hand, upon receipt;

20.2.2 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;

20.2.3 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. Contract (Rights of Third Parties) Act 1999**

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

## **22. Governing Law**

22.1 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 Drugs Strategy Directorate  
January 2009

## SCHEDULE 1 – THE PROJECT

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 08/09 funding from the Home Office will support the work of the NWCU, including across the following activities:

- 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;
- 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 Unit to further professionalize the enforcement of wildlife legislation by the police, Her Majesty's Revenue and Customs and other law enforcement agencies (LEAs).

As it currently stands, there are no quantifiable measures available of the results or outcomes achieved through the work of the Unit. During 2008/09 staff from the Unit will work to produce better information in this area. This work will be supported by colleagues at Defra and the Home Office. The information provided may include the number of intelligence products passed to LEAs, and the results (in terms of arrests, prosecutions etc) arising from these packages.

## SCHEDULE 2 – PAYMENT TIMING

Period	Payment date*
Period 1: 1 April to 31 January	30 January 2009
Period 2: 1 February to 31 March	13 March 2009

**ANNEX A**

**END OF YEAR MONITORING REPORT - APRIL 2008 TO MARCH 2009**

This is the end of year report for the Home Office grant in aid to the National Wildlife Crime Unit (NWCU) for the financial year ending 31<sup>st</sup> March 2008. The form should be completed and certified by the Recipient's Treasurer, Finance Officer or equivalent and returned to the Authority in accordance with clause 7.

National Wildlife Crime Unit (NWCU)

Grant in aid received: £.....

Expected date of provision of NWCU audited accounts to the Home Office: .....

**TREASURY, FINANCE OFFICER OR EQUIVALENT CERTIFICATION**

I certify to the best of my knowledge and belief that:

- a) The information provided is correct; and no other specific Exchequer grants, other grants or contributions have been or will be payable for the expenditure in respect of the grant in aid being claimed;
- b) The expenditure has been incurred only for the purposes set out in the terms and conditions of the grant agreement for the Home Office grant in aid to the National Wildlife Crime Unit

Signature:	
Name (printed):	
Position:	
Date:	

