



# Home Office

**GRANT IN AID AGREEMENT**

**SECRETARY OF STATE FOR THE HOME DEPARTMENT**

**and**

**NATIONAL WILDLIFE CRIME UNIT**

**AGREEMENT**

**FOR THE 2009/10 FINANCIAL YEAR**

**CRIME DIRECTORATE  
Home Office  
2 Marsham Street  
London  
SW1P 4DF**

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 October 2009 and March 2010.

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.

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



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;

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 Directorate  
September 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 09/10 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 Unit to further professionalize the enforcement of wildlife legislation by the police, UK Border Agency and other law enforcement agencies (LEAs).

There are no clear ultimate outcomes on which to measure the success of the unit. It is not appropriate to require a reduction in the overall level of wildlife crimes, which can fluctuate greatly due to reporting trends. However, the Home Office will monitor 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. number of analytical packages provided for forces and other agencies with final outcomes
- iv. number of operations enforcement support is provided through the Field Intelligence Officers, for forces and other agencies
- v. outcomes in which NWCU has been involved, in particular those relating to one of the six identified priorities of the unit

The NWCU is required to produce a business plan, to outline the objectives of the unit, what they plan to achieve and to what timescales. The aim of this document is to improve the detail of information provided by the unit, to start an assessment of the value for money the unit achieves. Throughout the course of year the unit will also provide the Home Office with regular information on how they are adding value to law enforcement agencies based

