

ORIGINATOR: Liam Bannon

DECISION NO. 01/2021

REASON FOR SUBMISSION: For Decision

SUBMITTED TO: Lorne Green – Police and Crime Commissioner for Norfolk

SUBJECT: SAFER STREETS FUND – GREAT YARMOUTH

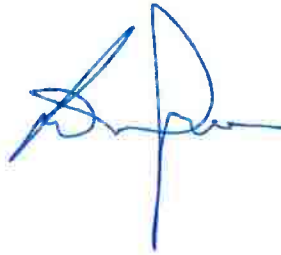
SUMMARY: The PCC for Norfolk was awarded £78,837 through underspend from the Safer Streets Fund made available by the Home Office. This decision notice seeks approval for how these funds will be spent. The Fund provides funding to residential areas within England and Wales that are disproportionately affected by acquisitive crimes like burglary and theft, to invest in evidence-based preventative interventions. The funding must be spent by 31st March 2021.

Set out below is the detail regarding who will be paid what to deliver the different strands of Norfolk's proposal.

RECOMMENDATION: It is recommended the PCC accepts the Safer Streets Grant from the Home Office and agrees to grant fund Great Yarmouth Borough Council to deliver key parts of the Safer Streets project

OUTCOME/APPROVAL BY: PCC/CHIEF EXECUTIVE/CHIEF FINANCE OFFICER (Delete as appropriate)

The recommendations as outlined above are approved.



Signature

Date: 25 January 2021

DETAIL OF THE SUBMISSION

1. OBJECTIVE:

The Home Office's Safer Streets Fund set out to provide funding to residential areas within England and Wales that are disproportionately affected by acquisitive crimes like burglary and theft, to invest in evidence-based preventative interventions. The aims of this funding are:

- reduce acquisitive crime in areas that receive funding, making residents safer and reducing demand on the police
- build evidence to strengthen the case for future investment in targeted crime prevention
- grow local capability to undertake data driven problem solving approaches to crime prevention

2. BACKGROUND:

The Safer Streets Fund

2.1 Currently, overall levels of crime in England and Wales are considerably lower than when they were at their peak in the mid-1990s. However, following a long, downwards trend in the number of acquisitive crimes, this is now changing, and the current volume of acquisitive crimes has increased by 8% compared to the year ending March 2017.

2.2 Recent Home Office analysis has highlighted that acquisitive crimes, such as burglary, are not randomly distributed but persistently and disproportionately concentrated in certain communities. Whilst most local areas record very few crimes, a small number of locations account for most offences. For example, the top 5% of local 'hotspot' areas recorded 31% of all recorded acquisitive crimes in 2018/19.

2.3 There is, however, strong evidence that these crimes can be prevented through implementing types of situational prevention such as alleygating, street lighting, home security and CCTV, which either remove opportunities to commit crime or

act as a deterrent by increasing the chances of an offender being caught. For example: CCTV has been associated with a positive impact on certain crime type reduction.

2.4 The £25m Safer Streets Fund will enable Police and Crime Commissioners (PCCs) to work with their partners to invest in these proven situational interventions to prevent crime in the areas that are worst affected. This document sets out information about the fund in further detail, including its objectives, area eligibility and what funding can be used for.

2.5 In selecting a target area, PCCs should ensure they meet the eligibility criteria for funding. The key criteria are (i) that areas have a defined geography, (ii) that these areas have a suitable population size (between 1,000 and 9,000 residents), (iii) that the areas are persistently and disproportionately affected by acquisitive crimes (30.38 acquisitive crimes or 8.29 burglaries per 1,000 residents), and (iv) that these areas are predominantly residential.

2.6 The purpose of the Safer Streets Fund is to invest in the delivery of local crime prevention plans, which deliver the outcome of reduced acquisitive crime through situational crime prevention. Situational prevention includes opportunity-reducing measures that:

- are directed at highly specific forms of crime
- involve the management, design or manipulation of the immediate environment in as systematic and permanent way as possible
- make crime more difficult and risky, or less rewarding and excusable as judged by a wide range of offenders

Norfolk's Safer Streets Fund Project

2.7 Norfolk's bid to the Home Office's Safer Streets Fund underspend was based on upgrading CCTV capability in Great Yarmouth. Specifically, the project will have the following deliverables:

- Upgrade CCTV cameras operated by the not-for-profit Community Safety (Great Yarmouth) Ltd that are within the bid area from analogue to digital technology including data storage.
- Upgrade CCTV software to be Windows 10 compatible, enabling remote access, live feed transmission and cyber-security compliance with Norfolk Constabulary and GYBC networks.
- Install prominent signage where necessary to highlight when entering a CCTV area.

2.8 The Office of the Police and Crime Commissioner for Norfolk (OPCCN) will be the lead organisation for delivery of this Safer Streets Bid. They will be responsible for:

- Distributing the agreed funds to provider organisations to meet deliverables. Payments to providers will be administered by the OPCCN's Commissioning Manager.
- Monitoring and ensuring organisations meet deadlines and reporting on delivery of the programme. This will be managed by the OPCCN's Policy and Research Officer.

2.9 Great Yarmouth Borough Council will be responsible for delivering the deliverables set out in 2.7.

3 AREAS FOR CONSIDERATION:

3.1 The Safer Streets funding must be spent on or before the 31st March 2021 to provide crime prevention interventions.

3.2 Successful bidders were required to agree to the following:

- Support the completion of an evaluation
- Funding cannot be spent outside of the bid area
- Ensuring the sustainability of the project

4 OTHER OPTIONS CONSIDERED:

Not to provide funding – this would mean that an area of Great Yarmouth would have inadequate CCTV coverage.

5 STRATEGIC AIMS/OBJECTIVE SUPPORTED:

This project has been developed and will be delivered following national and local plans/strategies:

- Norfolk Police and Crime Plan 2016-20
- Safer Streets Fund Prospectus
- The Home Office's Modern Crime Strategy

6 FINANCIAL AND OTHER RESOURCE IMPLICATIONS:

6.1 The OPCCN will be awarded £78,837.12 by the Home Office to deliver its project.

6.2 Great Yarmouth Borough Council will be grant funded £78,837.12 to enable the completion of their deliverables set out in 2.7.

7 OTHER IMPLICATIONS AND RISKS:

The delivery of this project is on a restricted and short timescale. Whilst plans are in place that would allow for the completion, there is not much room for error.

ORIGINATOR CHECKLIST (MUST BE COMPLETED)	PLEASE STATE 'YES' OR 'NO'
Has legal advice been sought on this submission?	Yes
Has the PCC's Chief Finance Officer been consulted?	Yes
Have equality, diversity and human rights implications been considered including equality analysis, as appropriate?	Yes
Have human resource implications been considered?	Yes
Is the recommendation consistent with the objectives in the Police and Crime Plan?	Yes
Has consultation been undertaken with people or agencies likely to be affected by the recommendation?	Yes
Has communications advice been sought on areas of likely media interest and how they might be managed?	Yes
In relation to the above, have all relevant issues been highlighted in the 'other implications and risks' section of the submission?	Yes
<p data-bbox="183 1391 766 1424">Is this report a Confidential Decision?</p> <div style="display: flex; justify-content: space-around; align-items: center;"> <input data-bbox="1043 1406 1165 1478" type="checkbox"/> <input data-bbox="1236 1406 1358 1478" type="checkbox" value="NO"/> </div> <p data-bbox="183 1500 1404 1534">If Yes, please state reasons below having referred to the PCC Decision Making Policy</p>	

APPROVAL TO SUBMIT TO THE DECISION-MAKER (this approval is required only for submissions to the PCC).

Chief Executive

I am satisfied that relevant advice has been taken into account in the preparation of the report, that the recommendations have been reviewed and that this is an appropriate request to be submitted to the PCC.



Signature:

Date: 25 January 2021

Chief Finance Officer (Section 151 Officer)

I certify that:

- a) there are no financial consequences as a result of this decision,
OR
- b) the costs identified in this report can be met from existing revenue or capital budgets,
OR
- c) the costs identified in this report can be financed from reserves
AND
- d) the decision can be taken on the basis of my assurance that Financial Regulations have been complied with.

Signature:



Date: 25 January 2021

PUBLIC ACCESS TO INFORMATION: *Information contained within this submission is subject to the Freedom of Information Act 2000 and wherever possible will be made available on the OPCC website. Submissions should be labelled as 'Not Protectively Marked' unless any of the material is 'restricted' or 'confidential'. Where information contained within the submission is 'restricted' or 'confidential' it should be highlighted, along with the reason why.*



Grant Agreement

Police and Crime Commissioner for Norfolk

AND

Great Yarmouth Borough Council

Office of the Police and Crime Commissioner for Norfolk (OPCCN)
Room 1-1-73
Jubilee House
Falconers Chase
Wymondham
Norfolk
NR18 0WW
Tel: 01953 424455
Email: OPCCNGrants@norfolk.pnn.police.uk

1. Definitions

- 1.1 In this Grant Agreement: (Sections 1-24 inclusive, Schedules 1, 2 and 3)
- a) The "**Commissioner**" means the Norfolk Office of the Police and Crime Commissioner.
 - b) The "**Funding Period**" means the period from 18/12/2020 to 31/03/2021
 - c) The "**Grant**" means the grant payable by the Commissioner to the Recipient under the terms of this Grant Agreement, the amount of which (the "**Grant Amount**") shall not be more than £139,837.12
 - d) The "**Intended Outcomes**" are detailed in Schedule 2.
 - e) The "**Purpose**" is detailed in Schedule 1 and 2.
 - f) The "**Recipient**" means the organisation to which the Grant is paid – Great Yarmouth Borough Council
 - g) "**Business Day**" means a day (other than a Saturday, Sunday or public holiday) when the banks in London are open for business.
 - h) "**Prohibited Act**" means:
 - offering, giving or agreeing to give to any servant of the Commissioner or the Crown any gift or consideration of any kind as an inducement or reward for:
 - doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Grant Agreement or any other contract with the Commissioner or the Crown; or
 - showing or not showing favour or disfavour to any person in relation to this Grant Agreement or any other contract with the Commissioner or the Crown;
 - entering into this Grant Agreement or any other contract with the Commissioner or the Crown where a commission has been paid or has been agreed to be paid by the Recipient or on its behalf, or to its knowledge, unless before the relevant contract is entered into particulars of any such commission and of the terms and conditions of any such contract for the payment thereof have been disclosed in writing to the Commissioner;
 - committing any offence:
 - under the Bribery Act 2010 or any guidance or codes of practice issued by the relevant government department concerning such Act;
 - under legislation creating offences in respect of fraudulent acts; or
 - at common law in respect of fraudulent acts in relation to this Grant Agreement or any other contract with the Commissioner or the Crown; or
 - defrauding or attempting to defraud or conspiring to defraud the Commissioner or the Crown.
 - i) "**Anti-Discrimination Legislation**" means the:
 - Sex Discrimination Act 1975 and Sex Discrimination Act 1986;
 - Race Relations Act 1976;
 - Disability Discrimination Act 1995;
 - Human Rights Act 1998;
 - Equal Pay Act 1970;
 - Employment Rights Act 1996;

- Employment Equality (Sexual Orientation) Regulations 2003;
- Employment Equality (Religion or Belief) Regulations 2003;
- Employment Equality (Age) Regulations 2006;
- Equality Act 2006;
- Equality Act 2010; and
- any other legal or statutory requirement, modification or re-enactment relating to discrimination.

j) Commissioner's Premises means any premises that form part of the Commissioners Estate including police premises

k) Lead Commissioning Officer – Liam Bannon

Terms and Conditions

2. Purpose and extent of the Grant Agreement

- 2.1 Further details of the Purpose of the Grant, the Intended Outcomes, the manner in which the activities are to be performed, together with project reporting requirements, are set out in the attached Schedule 2.
- 2.2 The Recipient may not use the Grant for any activities other than the Purpose stated in Schedule 2, unless approved in writing by the Commissioner.

3 Entire Agreement

- 3.1 The Agreement constitutes the entire grant agreement between the Parties relating to the subject matter of the Grant Agreement. The Grant Agreement supersedes all prior negotiations, representations and undertakings, whether written or oral, except that this clause shall not exclude liability in respect of any fraudulent misrepresentation.

4 Scope of Grant Agreement

- 4.1 Nothing in the Grant Agreement shall be construed as creating a partnership or a contract of employment between the Commissioner and the Recipient.

5 Mistakes in Information

- 5.1 The Recipient shall be responsible for the accuracy of all drawings, documentation and information supplied to the Commissioner by the Recipient in connection with the provision of the Services and shall pay the Commissioner any extra costs occasioned by any discrepancies, errors or omissions therein.

6 The Services

- 6.1 The Recipient shall provide the project (explanation Schedule 2, section a) - during the Term, in accordance with the Commissioner's requirements as set out in the Grant Agreement/Schedules and to the terms of the Grant Agreement. The Commissioner shall have

the power to inspect and examine the performance of the Services at the Commissioner's Premises at any reasonable time or, provided that the Commissioner gives reasonable notice to the Recipient, at any other premises where any part of the Services is being performed.

7 Manner of Carrying Out the Services

- 7.1 The Recipient shall provide all the knowledge, skills, resource, accommodation and equipment, necessary for the delivery of the Services within the county of Norfolk.

8 Standard of Work

- 8.1 The Recipient shall at all times comply with the Quality Standards, and where applicable shall maintain accreditation with the relevant Quality Standards authorisation body. To the extent the standard of Services has not been specified in the Grant Agreement, the Recipient shall agree the relevant standard of purchases with the Lead Commissioning Officer prior to execution, and shall execute the Grant Agreement with reasonable care and skill and in accordance with good industry practice.
- 8.2 The introduction of new methods or systems which impinge on the provision of the Services shall be subject to prior approval.

9 Assignment and Sub-Contracting

- 9.1 The Recipient shall not assign, sub-contract or in any other way dispose of the Grant Agreement or any part of it without prior Approval. Sub-contracting any part of the Grant Agreement shall not relieve the Recipient of any obligation or duty attributable to the Recipient under the Grant Agreement.
- 9.2 The Recipient shall be responsible for the acts and omissions of its sub-Contractors as though they are its own.
- 9.3 Where the Commissioner has consented to the placing of sub-contracts, signed copies of each sub-contract shall be sent by the Recipient to the Commissioner within 2 Working Days of issue.
- 9.4 The Recipient shall not use the services of self-employed individuals without prior Approval.

10. Sub-Contracting for the Delivery of the Services

- 10.1 Where the Recipient enters into a sub-contract with a supplier or Recipient for the purpose of performing the Grant Agreement, it shall cause a term to be included in such a sub-contract which requires payment to be made of undisputed sums by the Recipient to the sub-Contractor within a specified period not exceeding 30 days from the receipt of a valid invoice, as defined by the sub-contract requirements.

11 Conflicts of Interest

- 11.1 The Recipient shall take appropriate steps to ensure that neither the Recipient nor any employee, servant, agent, supplier or sub-Contractor is placed in a position where in the

reasonable opinion of the Commissioner there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Recipient or such persons and the duties owed to the Commissioner under the provisions of the Grant Agreement. The Recipient will disclose to the Commissioner full particulars of any such conflict of interest, which may arise.

- 11.2 The provisions of this clause shall apply during the continuance of the Grant Agreement and two years after its termination or expiry.

12 Waiver

- 12.1 The failure of either Party to insist upon strict performance of any provision of the Grant Agreement or the failure of either Party to exercise any right or remedy shall not constitute a waiver of that right or remedy and shall not cause a diminution of the obligations established by the Grant Agreement.

- 12.2 No waiver shall be effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with the provisions of clause 46.

- 12.3 A waiver of any right or remedy arising from a breach of the Grant Agreement shall not constitute a waiver of any right or remedy arising from any other or subsequent breach of the Grant Agreement.

13. Recipients/Recipients Staff

- 13.1 The Recipients shall take the steps reasonably required by the Commissioner to prevent unauthorised persons being admitted to the **Commissioner's premises**. If the Commissioner gives the Recipient notice that any person is not to be admitted to or is to be removed from the Premises or is not to become involved in or is to be removed from involvement in the performance of the Grant Agreement, the Recipient shall comply with such notice and if required by the Commissioner the Recipient shall replace any person removed under this condition with another suitably qualified person and procure that any pass issued to the person removed in connection with the performance of the Services and/or access to the Premises is surrendered.

- 13.2 The Recipient shall take all reasonable steps to verify their employee's proof of identity and retain documentation confirming the actions that have been taken. If and when instructed by the Commissioner, the Recipient shall give to the Commissioner a list of names and addresses of all persons who are or may be at any time concerned with the Services, or any part of them, specifying the capabilities in which they are so concerned and giving such other particulars, evidence of identity and other supporting evidence as the Commissioner may reasonably require to undertake appropriate security checks. For the purposes of undertaking such checks it shall normally be a requirement that the employee has a minimum of three (3) years UK residence. In work having access to inter alia, sensitive police information, police sites, police systems and police assets and on the advice of the Norfolk Constabulary Vetting Manager it shall normally be a requirement that the employee has a minimum of five (5) years UK residence. In exceptional circumstances employees may be considered for such checks with less than the three (3) or five (5) years of UK residence.

- 13.3 The decision of the Commissioner as to whether any person is to be admitted to or is to be removed from the Premises or is not to become involved in or is to be removed from involvement in the performance of the Grant Agreement and as to whether the Recipient has

furnished the information or taken the steps required of him by this condition shall be final and conclusive.

- 13.4 It is the Recipients responsibility to ensure that the Commissioner is notified of any significant changes regarding personal details for any of their staff subject of the Commissioner's security clearance. The Recipient shall immediately advise the Commissioner of the following changes to staff details, to include but not limited to, changes in name, address, and also any convictions, cautions, reprimands, warnings or fixed penalty notices received in order that security clearance can be reconsidered. If in doubt, the Norfolk Constabulary Central Vetting Unit should be notified and will consider the circumstances of each particular case.
- 13.5 The Recipient shall bear the cost of any notice, instruction or decision of the Commissioner under this condition.
- 13.6 The Recipient's personnel shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force from time to time for the conduct of personnel when working on the Commissioner's premises.

14 TUPE (The Transfer of Undertakings (Protection of Employment) Regulations 2006

- 14.1 Where the Transfer of Undertakings (Protection of Employment) Regulations 2006 apply, in respect of the award of the Grant Agreement, the undertaking concerned (or any relevant part of the undertaking) shall transfer to the Recipient on the commencement of the Grant Agreement.
- 14.2 The Recipient shall provide to the Commissioner all employee information necessary for TUPE six months prior to the Grant Agreement expiry date.
- 14.3 The Recipient shall allow the Commissioner to use the information for the purposes of TUPE and of inviting grant applications. The Recipient will co-operate with the re-advertising of the Grant Agreement by allowing the body to whom the new Grant Agreement is awarded ("Transferee") to communicate with and meet the affected employees and/or their representatives.
- 14.4 The Recipient agrees to indemnify the Commissioner fully and to hold it harmless at all times from and against all actions, proceedings, claims, expenses, awards, cost and all other liabilities whatsoever in any way connected with or arising from or relating to the provision of the above information.
- 14.5 The Recipient agrees to indemnify the Commissioner from and against all actions, proceedings, claims, expenses, awards, costs and all other liabilities (including legal fees) in connection with or as a result of any claim or demand by any employee or other employee or person claiming to be an employee on any date upon which the Grant Agreement is terminated and/or transferred to any third party ("Relevant Transfer Date") arising out of their employment or its termination whether such claim or claims arise before or after the Relevant Transfer Date.

15 Whistleblowing

- 15.1 The Recipient shall notify the Chief Executive of the Office of the Police and Crime Commissioner, if it has reason to suspect that any malpractice has occurred or is occurring or

is likely to occur. However, if the Recipient feels that the concern cannot be raised with the Chief Executive, the Recipient can raise the concern externally in accordance with the Constabulary's Whistleblowing (Complaints) Procedure by going to the following address: <https://www.norfolk-pcc.gov.uk/contact-us/complaints/>

- 15.2 The Recipient shall take all reasonable steps to bring the Constabulary's Whistleblowing (Complaints) Policy to the attention of all servants, employees or agents of the Recipient and all suppliers and sub Contractor's in the execution of this Agreement

16. Grant Offer

- 16.1 Subject to the Recipient complying with the terms and conditions set out in this Grant Agreement, the Commissioner offers to pay the Grant to the Recipient as a contribution towards eligible expenditure (as set out in Clause 20 below).
- 16.2 The Recipient acknowledges that the Commissioner agrees to fund it only for the Grant Amount, the Funding Period and for the Purpose specified in this Grant Agreement.

17 Amount of the Grant

- 17.1 The Commissioner has agreed funding of **up to** the Grant Amount, subject to compliance by the Recipient with the terms of this Grant Agreement.

18. Payment of the Grant

- 18.1 Payment of grant will be paid in full on completion of project (invoice will be required). The grant will be made up of one payment only. The payment timetable is shown in schedule three. The payments will be paid in arrears upon adherence to grant terms and conditions and successful completion of a monitoring report (submission date as per Schedule 2) and achieving project/service Key Deliverables, KPI's, Outputs, Outcomes, Key Performance Indicators, Budget (as per schedule 2).
- 18.2 Each invoice shall contain all appropriate references and a detailed breakdown of the Services and shall be supported by any other documentation reasonably required by the Lead Commissioning Officer to substantiate the invoice.
- 18.3 In order for any payment to be released, the Commissioner will require the Recipient to:
- a) have signed and returned a copy of this Grant Agreement to the Commissioner,
 - b) have invoiced the Commissioner for the amount payable in accordance with Schedule 3,
 - c) be in compliance with the terms and conditions of this Grant Agreement.
 - d) have provided correct Bank Details within their bid/application
- 18.4 The Commissioner reserves the right to withhold all or any payments of the Grant if the Commissioner has reasonably requested information/documentation from the Recipient and this has not been received in the timescales reasonably required.
- 18.5 The Commissioner reserves the right to review or withdraw, all or partial grant funding, in the event of the Recipient not performing in accordance with the terms of the Specification and Service Level Agreement

18.6 The Commissioner may reduce payment in respect of any Services which the Recipient has either failed to provide or has provided inadequately, without prejudice to any other rights or remedies of the Commissioner.

19. Grant Extension

19.1 When applicable, Grant extension will be managed in accordance with OPCCN Procurement and Contract policy.

20. Eligible expenditure

20.1 Eligible expenditure consists of payments by the Recipient for the Purpose of the agreed Grant Agreement

20.2 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.

20.3 Eligible expenditure is net of VAT recoverable by the Recipient from HM Revenue & Customs and gross or irrecoverable VAT.

20.4 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.

21. Managing the Grant

21.1 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.

21.2 The Commissioner may, in addition, ask the Recipient to clarify any information provided. If so, the Recipient shall comply with any reasonable request.

21.3 The Recipient will provide monitoring reports and financial information to the Commissioner as detailed in Schedule 2. Reports must be signed by the authorised representative.

21.4 The Recipient must notify the Commissioner as soon as reasonably practicable if an underspend is forecast. Any underspend of Grant funds must be returned to the Commissioner. Monies cannot be carried forward to the following financial year except with written consent from the Commissioner.

21.5 If an overpayment of the Grant has been made, the Commissioner will recover the payment. Grant funding cannot be increased if the organisation overspends.

21.6 The Recipient will ensure that appropriate professional arrangements are put in place for the management of the Grant and the reporting of expenditure.

21.7 The Recipient will provide a mid-term report and notify of any underspend in addition to an end of project report and financial return highlighting any underspend

22. Legal compliance

- 22.1 Changes to the organisation's constitution or articles of association with regards to the funded project must not be made within the grant monitoring period without first notifying and obtaining the approval of Commissioner.
- 22.2 The Recipient must take all reasonable steps to ensure that it and anyone acting on its behalf complies with any applicable law (including the Data Protection Act 1998, the Freedom of Information Act 2000, the Health and Safety at Work etc. Act 1974, any Anti-Discrimination Legislation and any applicable law relating to child protection) for the time being in force (so far as is binding on the Recipient or any other person acting on its behalf).
- 22.3 The Recipient shall ensure that its health and safety policy statement (as required by the Health and Safety at Work etc. Act 1974) is made available to the Commissioner on request.
- 22.4 Without prejudice to Clause 3, the Recipient shall not use the Grant:
- (a) for party-political purposes;
 - (b) to promote religious activity (other than inter-faith activity);
 - (c) for commercial purposes (save where such purposes are consistent with the Purposes);
 - (d) for making any payment to the owners, members and directors of the Recipient (including any distribution, profit share, dividend, bonus and/or any similar or equivalent benefit), save in accordance with any contract of employment duly approved by the directors of the Recipient.
- 22.5 The Recipient should take all necessary steps to ensure that the Grant is accounted for and monitored separately from the Recipient's other funding streams (unless various grant streams are pooled). Details of the Grant must be shown separately in the organisation's accounts as 'restricted funds' and must not be included in its general funds. Copies of the relevant accounts must be provided if requested.

23. Procurement procedures – Including Purchase of Capital Equipment

- 23.1 The Recipient shall adopt such policies and procedures that are required in order to ensure that value for money has been obtained in any procurement of goods or services funded by the Grant.
- 23.2 The Recipient is expected to comply with the Contract Standing Orders of its own organisation.
- 23.3 The Recipient is expected to comply with the purchase of capital equipment as follows:
- (a) If any capital asset costing more than £1,000 is purchased with the Grant, the asset must not be sold or otherwise disposed of within five years of purchase without the Commissioner's prior written consent. If required to do so by the Commissioner, the Recipient must repay to the Commissioner all or part of any proceeds or any disposal or sale.

- (b) The Recipient must maintain a register of any capital assets purchased with the Grant. This register must record, as a minimum: (a) the date the item was purchased: (b) the price paid: and (c) the date of disposal (in due course).
- (c) The Recipient must ensure that there is not attempt to raise a mortgage or other charge on assets purchase with the Grant without the prior written approval of the Commissioner.

23.4 The Commissioner and Recipient will both comply with the following terms:

- a. The Commissioner will pay all sums due within a specified period not exceeding thirty (30) Calendar Days from the date of receipt of a validated invoice or claim request as defined by the terms of the agreement,
- b. The Commissioner can recover unspent or misused funds in accordance with this Grant Agreement,
- c. All funded activities are fully reported on,
- d. comply with all the Authority's positions and policies referred to in this Grant Agreement, and
- e. provide the Authority with an up-to-date, unredacted, signed copy of any agreement, including any amendments, entered into upon request.

24. Financial or other irregularities

- 24.1 If the Recipient has any grounds for suspecting financial irregularity in the use of any Grant paid under this Grant Agreement, it must (so far as it is lawfully able to do so) notify the Commissioner as soon as reasonably practicable, explain what steps are being taken to investigate the suspicion, and keep the Commissioner informed about the progress of the investigation.
- 24.2 For the purposes of Clause 24.1, "financial irregularity" includes fraud or other impropriety, mismanagement, and the use of the Grant for purposes other than those intended by the Commissioner.

25. Audit Arrangements

- 25.1 The Commissioner reserves the right to conduct or facilitate an audit of the project at any reasonable time, provided reasonable notice is given to the Recipient, the carrying out of the audit does not adversely interfere with any of the operations of the Recipient and any representatives of the Commissioner comply with any reasonable security requirements of the Recipient.
- 25.2 The Recipient shall ensure that copies of all applicable supporting documentation are supplied on request within reasonable timescales and that original documentation is maintained and made available to auditors.
- 25.3 The Commissioner will be permitted to verify that management and control arrangements for individual projects have been set up and are being implemented in such a way as to ensure that funds are being used effectively and correctly; carry out spot checks, including sample checks, on the operations financed by the Grant and on the management control systems, provided that the same do not adversely interfere with the operations of the Recipient and any representatives of the Commissioner comply with any reasonable security requirements of the Recipient. The Recipient must ensure that funds are used in accordance with the principle of sound financial management.

25.4 In the event that the Commissioner requests any information under this Grant Agreement which the Recipient considers to be confidential or contains confidential information about the finances, operations and clients of the Recipient, the Recipient may request that the Commissioner enters into appropriate confidentiality agreements before disclosure of such information. The Recipient shall not be deemed to have breached Clauses 18.5 or 21.2 of this Grant Agreement if the failure to meet the required timescales is a result of the Commissioner failing to agree and return a requested confidentiality agreement or statement.

25.5 The Recipient shall agree to give officers of the Home Office the same access rights given to the Commissioner as required by Clause 25.1. 'The right to conduct or facilitate an audit of the project at any reasonable time, provided reasonable notice is given to the Recipient, the carrying out of the audit does not adversely interfere with any of the operations of the Recipient and any representative of the Ministry of Justice comply with any reasonable security requirements of the Recipient.'

26 Confidentiality

26.1 Each Party:-

(a) shall treat all Confidential Information belonging to the other Party as confidential and safeguard it accordingly; and

(b) shall not disclose any Confidential Information belonging to the other Party to any other person without the prior written consent of the other Party, except to such persons and to such extent as may be necessary for the performance of the Grant Agreement or except where disclosure is otherwise expressly permitted by the provisions of the Grant Agreement.

26.2 The Recipient shall take all necessary precautions to ensure that all Confidential Information obtained from the Commissioner under or in connection with the Agreement:

(a) is given only to such of the Staff and professional advisors or consultants engaged to advise it in connection with the Grant Agreement as is strictly necessary for the performance of the Grant Agreement and only to the extent necessary for the performance of the Grant Agreement;

(b) is treated as confidential and not disclosed (without prior Approval) or used by any Staff or such professional advisors or consultants otherwise than for the purposes of the Grant Agreement.

26.3 Where it is considered necessary in the opinion of the Commissioner, the Recipient shall ensure that Staff or such professional advisors or consultants sign a confidentiality undertaking before commencing work in connection with the Grant Agreement.

26.4 The Recipient shall not use any Confidential Information it receives from the Commissioner otherwise than for the purposes of the Grant Agreement.

26.5 The provisions of clauses 26.1 to 26.4 shall not apply to any Confidential Information received by one Party from the other:

(a) which is or becomes public knowledge (otherwise than by breach of this clause);

- (b) which was in the possession of the receiving Party and can be demonstrated, without restriction as to its disclosure, before receiving it from the disclosing Party;
- (c) which is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;
- (d) is independently developed without access to the Confidential Information; or
- (e) which must be disclosed pursuant to a statutory, legal or parliamentary obligation placed upon the Party making the disclosure, including any requirements for disclosure under the FOIA or the Environmental Information Regulations pursuant to clause 36.

26.6 Nothing in this clause shall prevent the Commissioner:

- (a) disclosing any Confidential Information for the purpose of:
 - (i) the examination and certification of the Commissioner's accounts; or
 - (ii) any examination pursuant to Sections 44 and 46 of the Audit Commission Act 1998 of the economy, efficiency and effectiveness with which the Commissioner has used its resources; or
- (b) disclosing any Confidential Information obtained from the Recipient:
 - (i) to any government department or any other Contracting Authority. All government departments or Contracting Authorities receiving such Confidential Information shall be entitled to further disclose the Confidential Information to other government departments or other Contracting Authorities on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any government department or any Contracting Authority; or
 - (ii) to any person engaged in providing any services to the Commissioner for any purpose relating to or ancillary to the Grant Agreement;

provided that in disclosing information under sub-paragraph (b) the Commissioner discloses only the information which is necessary for the purpose concerned and requires that the information is treated in confidence and that a confidentiality undertaking is given where appropriate.

26.7 Nothing in this clause shall prevent either Party from using any techniques, ideas or know-how gained during the performance of the Grant Agreement in the course of its normal business, to the extent that this does not result in a disclosure of Confidential Information or an infringement of Intellectual Property Rights.

27. Warranties

27.1 The Recipient warrants, undertakes and covenants that:

- (a) it has not committed, nor shall it commit, any Prohibited Act;

- (b) it has and shall keep in place systems to deal with the prevention of any fraudulent use of the Grant, any misuse of the Grant or any other fraud or financial impropriety in connection with the Grant;
- (c) it has and shall keep in place systems to ensure propriety and regularity in the handling of the Grant;
- (d) all financial and other information concerning the Recipient which has been disclosed to the Commissioner is to the best of its knowledge and belief, true and accurate;
- (e) it is not subject to any contractual or other restriction imposed by its own or any other organisation's rules or regulations or otherwise which may prevent or materially impede it from meeting its obligations in connection with the Grant; and
- (f) it is not aware of anything in its own affairs, which it has not disclosed to the Commissioner, which might reasonably have influenced the decision of the Commissioner to make the Grant on the terms contained in this Grant Agreement.

27.2 The Recipient shall notify the Commissioner immediately on becoming aware of any actual or suspected breach of any of the warranties, representations and covenants listed in Clause 27.1.

28. Terminating, withholding, reduction and repayment of Grant

28.1 The Commissioner's intention is that the Grant shall be paid to the Recipient in full. However, without prejudice to the Commissioner's other rights and remedies, the Commissioner may at its discretion

- (a) withhold payment of the Grant in accordance with Clause 28.1 (a)
- (b) reduce payment of the Grant in accordance with Clause 28.1 (b)
- (c) demand repayment of the Grant in accordance with Clause 28.1 (c) (i) or 28.1 (c)(ii); and/or
- (d) terminate this Grant Agreement with immediate effect in accordance with Clause 28.1 (d).

(a) Withholding

The Commissioner may withhold payment of all or a proportion of the Grant if:

- (i) the Recipient fails, to a material extent, to provide the information required under the terms of this Grant Agreement;
- (ii) the Recipient uses the Grant for purposes other than the Purpose (for the avoidance of doubt, any breach of Clause 22.4, will be deemed use of the Grant for purposes other than the Purpose);

- (iii) following submission of any reports by the Recipient in accordance with this Agreement, the Commissioner considers that the Recipient has not made material progress with achieving the Intended Outcomes;
- (iv) 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 Commissioner considers to be material;
- (v) the Recipient commits or committed a Prohibited Act or materially breaches the Data Protection Act 1998, the Freedom of Information Act 2000, the Health and Safety at Work etc. Act 1974, any Anti-Discrimination Legislation or any applicable law relating to child protection;
- (vi) the Recipient commits or committed a breach of this Grant Agreement which the Commissioner considers to be material (including any breach of the provisions of Clauses 27);
- (vii) the Recipient purports to transfer or assign any rights, interests or obligations arising under this Grant Agreement without the agreement in advance of the Commissioner;
- (viii) the Recipient materially changes the nature of its charitable or community benefit objects to an extent which the Commissioner considers to be material;
- (ix) the Recipient does not follow appropriate child and vulnerable persons protection policies (if applicable).
- (x) the Recipient ceases to operate for any reason, or it passes a resolution (or any court of competent jurisdiction makes an order) that it be wound up or dissolved (other than for the purpose of a bona fide and solvent reconstruction or amalgamation);
- (xi) the Recipient becomes insolvent, or it is declared bankrupt, or it is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors, or it is unable to pay its debts as they fall due;
- (xii) the Grant is found to be unlawful;

(b) Reduction of grant

- (i) The Commissioner may reduce the Grant if it becomes apparent to the Commissioner, through the reports submitted in accordance with this Agreement that the Grant exceeds that which is needed to achieve the Intended Outcomes and needs to be reduced.

(c) Repayment

- (i) Should any part of the Grant remain unspent or uncommitted at the end of the Funding Period, the Recipient shall ensure that any unspent or uncommitted monies are returned to the Commissioner (unless the Commissioner agrees otherwise in writing).

- (ii) The Commissioner may require the Recipient to repay part or all of the Grant on demand if any of the events of default set out in Clause 28.1 (a) arise (other than those set out in Clauses 28.1 (a) (i), (iii) or (iv)).

(d) Termination

- (i) The Commissioner may by notice in writing to the Recipient terminate this Grant Agreement with immediate effect if any of the events of default set out in Clause 28.1 arise (other than those set out in Clauses 28.1 (a), (i) (iii) or (iv)).
- (ii) Wherever under the Grant Agreement any sum of money is recoverable from or payable by the Recipient (including any sum that the Recipient is liable to pay to the Commissioner in respect of any breach of the Grant Agreement or which has been incorrectly paid to the Recipient either as a result of administrative error or otherwise), the Commissioner may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Recipient under the Grant Agreement or under any other agreement or contract with the Commissioner.
- (iii) The Recipient shall make any payments due to the Commissioner without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.
- (iv) Should the Recipient be subject to financial or other difficulties which are capable of having a material impact on its achievement of the Intended Outcomes or compliance with this Grant Agreement, it shall notify the Commissioner as soon as possible so that, if possible, and without creating any legal obligation, the Commissioner shall have an opportunity to provide assistance in resolving the problem or to take action to protect the Commissioner and the Grant monies.

29 Break

- 29.1 The Commissioner shall have the right to terminate the Grant Agreement, or to terminate the provision of any part of the Grant Agreement at any time by giving three months' written notice to the Recipient.

30 Recovery of Sums Due

- 30.1 Wherever under the Grant Agreement any sum of money is recoverable from or payable by the Recipient (including any sum which the Recipient is liable to pay to the Commissioner in respect of any breach of the Grant Agreement), the Commissioner may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Recipient under the Grant Agreement or under any other agreement or contract with the Commissioner.
- 30.2 Any overpayment by the Commissioner to the Recipient, whether of the Grant or of Tax, shall be a sum of money recoverable by the Commissioner from the Recipient.
- 30.3 The Recipient shall make any payments due to the Commissioner without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Recipient has a valid court order requiring an amount equal to such deduction to be paid by the Commissioner to the Recipient.

31 Termination on Change of Control and Insolvency

- 31.1 The Commissioner may terminate the Grant Agreement by notice in writing with immediate effect where:
- (a) the Recipient undergoes a change of control, within the meaning of section 416 of the Income and Corporation Taxes Act 1988, which impacts adversely and materially on the performance of the Grant Agreement; or
 - (b) the Recipient is an individual or a firm and a petition is presented for the Recipient's bankruptcy, or a criminal bankruptcy order is made against the Recipient or any partner in the firm, or the Recipient or any partner in the firm makes any composition or arrangement with or for the benefit of creditors, or makes any conveyance or assignment for the benefit of creditors, or if an administrator is appointed to manage the Recipient's or firm's affairs; or
 - (c) the Recipient is a company, and the company passes a resolution for winding up or dissolution (otherwise than for the purposes of and followed by an amalgamation or reconstruction) or an application is made for, or any meeting of its directors or members resolves to make an application for an administration order in relation to it or any party gives or files notice of intention to appoint an administrator of it or such an administrator is appointed, or the court makes a winding-up order, or the company makes a composition or arrangement with its creditors, or an administrative receiver, receiver, manager or supervisor is appointed by a creditor or by the court, or possession is taken of any of its property under the terms of a fixed or floating charge; or
 - (d) where the Recipient is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or
 - (e) any similar event occurs under the law of any other jurisdiction.
- 31.2 The Commissioner may only exercise its right under clause 31.1(a) within six months after a change of control occurs and shall not be permitted to do so where it has agreed in advance to the particular change of control that occurs. The Recipient shall notify the Lead Commissioning Officer immediately when any change of control occurs.
- 31.3 If the Recipient, being an individual, shall die or be adjudged incapable of managing his or her affairs within the meaning of Part VII of the Mental Health Act 1983, the Commissioner shall be entitled to terminate the Grant Agreement by notice to the Recipient or the Recipient's Representative with immediate effect.

32 Termination on Default

- 32.1 The Commissioner may terminate the Agreement, or terminate the provision of any part of the Grant Agreement by written notice to the Recipient or the Recipient's Representative with immediate effect if the Recipient commits a Default and if:
- (a) the Recipient has not remedied the Default to the satisfaction of the Commissioner within 25 Working Days, or such other period as may be specified by the Commissioner, after issue of a written notice specifying the Default and requesting it to be remedied; or

- (b) the Default is not, in the opinion of the Commissioner, capable of remedy; or
- (c) the Default is a material breach of the Agreement.

- 32.2 In the event that through any Default of the Recipient, data transmitted or processed in connection with the Grant Agreement is either lost or sufficiently degraded as to be unusable, the Recipient shall be liable for the cost of reconstitution of that data and shall provide a full credit in respect of any charge levied for its transmission and shall reimburse the Commissioner for any costs charged in connection with such Default of the Recipient.
- 32.3 The Recipient may terminate the Grant Agreement if the Commissioner is in material breach of its obligations to pay undisputed charges by giving the Commissioner 60 Working Days' notice specifying the breach and requiring its remedy. The Recipient's right of termination under this clause 32.3 shall not apply to non-payment of the charges or Grant where such non-payment is due to the Commissioner exercising its rights under clauses 30.1 and 48.2.

33 Consequences of Termination

- 33.1 Where the Commissioner terminates the Grant Agreement under clause 32, or terminates the provision of any part of the Grant Agreement under that clause, and then makes other arrangements for the provision of Services, the Commissioner shall be entitled to recover from the Recipient the cost reasonably incurred of making those other arrangements and any additional expenditure incurred by the Commissioner throughout the remainder of the Term or any Extension. The Commissioner shall take all reasonable steps to mitigate such additional expenditure. Where the Grant Agreement is terminated under clause 32, no further payments shall be payable by the Commissioner to the Recipient until the Commissioner has established the final cost of making those other arrangements.
- 33.2 Where the Commissioner terminates the Grant Agreement under clause 29, the Commissioner shall indemnify the Recipient against any commitments, liabilities or expenditure which would otherwise represent an unavoidable loss by the Recipient by reason of the termination of the Grant Agreement, provided that the Recipient takes all reasonable steps to mitigate such loss. Where the Recipient holds insurance, the Recipient shall reduce its unavoidable costs by any insurance sums available. The Recipient shall submit a fully itemised and costed list of such loss, with supporting evidence, of losses reasonably and actually incurred by the Recipient as a result of termination under clause 29.
- 33.3 The Commissioner shall not be liable under clause 33.2 to pay any sum which:
- (a) was claimable under insurance held by the Recipient, and the Recipient has failed to make a claim on its insurance, or has failed to make a claim in accordance with the procedural requirements of the insurance policy; or
 - (b) when added to any sums paid or due to the Recipient under the Grant Agreement, exceeds the total sum that would have been payable to the Recipient if the Grant Agreement had not been terminated prior to the expiry of the Term.

34 Force Majeure

- 34.1 The Commissioner reserves the right to defer the date of delivery or payment or to cancel all or part of the Grant Agreement or reduce the volume of the Services ordered if it is prevented

from or delayed in the carrying on of its business through any circumstances beyond its reasonable control.

34.2 Without prejudice to the generality of clause 34.1 the following shall be included as causes beyond the Commissioner's reasonable control:-

34.2.1 governmental actions, war or threat of war, national emergency, riot, civil disturbance, sabotage or requisition;

34.2.2 Act of God, fire, explosion, flood, epidemic or accident;

34.2.3 import or export regulations or embargoes; or

34.2.4 labour disputes including disputes involving the workforce of the Commissioner, the Seller or any third party.

35. Data Protection, Freedom of Information, Security of Confidential Information, and Intellectual Property Rights

35.1 The Recipient shall, and shall use its reasonable endeavours to procure that any of its representatives involved in achieving the Intended Outcomes shall, comply with any notification requirements under the Data Protection Act 1998 (the "DPA") and both parties shall duly observe all their applicable obligations under the DPA which arise in connection with the Grant Agreement.

36 Freedom of Information

36.1 The Commissioner is a public authority to which the Freedom of Information Act 2000 applies. The Commissioner is obliged to consider written requests for information from members of the public and must disclose the requested information unless an exemption is available under the Act. In response to a request for information (including information provided by the Recipient in the course of this grant allocation exercise), the Commissioner may be required to confirm or deny it holds information to the applicant.

36.2 The Commissioner will generally make the following information available on request:-

(a) the names of successful applicant(s);

(b) the duration of the grant agreement; and

(c) the goods or services to be supplied.

36.3 The Commissioner must respond to requests for information by the 20th working day after the request is received and, whilst the Commissioner may consult with the Recipient (but will not necessarily do so) about specific requests, any such consultation will have to be completed within a very short timescale. Accordingly, the Recipient must consider whether any of the information supplied by the Recipient (or relating to the Recipient) in this grant allocation exercise falls within one or more of the exemptions contained in Part II of the Freedom of Information Act 2000. If the Recipient does consider any such exemption to exist, then this shall be set out in detail, at the earliest opportunity (preferably when providing the information), the particular information to which any exemption applies and the specific grounds for contending that the exemption exists.

- 36.4 The Recipient shall provide the Commissioner with all reasonable assistance and co-operation to enable it to comply with any requests for information received under the Freedom of Information Act 2000 within the prescribed time limits.
- 36.5 The Recipient shall take any necessary legal advice in relation to the operation of the Freedom of Information Act 2000 at the earliest opportunity.
- 36.6 No liability shall arise on the part of the Commissioner in respect of the disclosure of any information by it in proper compliance with the Freedom of Information Act 2000.
- 36.7 The Recipient acknowledges that the Commissioner is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with the Commissioner (at the Recipient's expense) to enable the Commissioner to comply with these Information disclosure requirements.
- 36.8 The Recipient shall and shall procure that its sub-Contractors shall:
- (a) transfer the Request for Information to the Commissioner as soon as practicable after receipt and in any event within two Working Days of receiving a Request for Information;
 - (b) provide the Commissioner with a copy of all Information in its possession or power in the form that the Commissioner requires within five Working Days (or such other period as the Commissioner may specify) of the Commissioner requesting that Information; and
 - (c) provide all necessary assistance as reasonably requested by the Commissioner to enable the Commissioner to respond to a Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.
- 36.9 The Commissioner shall be responsible for determining at its absolute discretion whether the Commercially Sensitive Information and/or any other Information:
- (a) is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations;
 - (b) is to be disclosed in response to a Request for Information, and in no event shall the Recipient respond directly to a Request for Information unless expressly authorised to do so by the Commissioner.
- 36.10 The Recipient acknowledges that the Commissioner may, acting in accordance with the Department for Constitutional Affairs' Code of Practice on the Discharge of Functions of Public Authorities under Part I of the Freedom of Information Act 2000, be obliged under the FOIA or the Environmental Information Regulations to disclose Information:-
- (a) without consulting with the Recipient, or
 - (b) following consultation with the Recipient and having taken its views into account.

36.11 The Recipient shall ensure that all Information produced in the course of the Grant Agreement or relating to the Grant Agreement is retained for disclosure and shall permit the Commissioner to inspect such records as requested from time to time.

36.12 The Recipient acknowledges that any lists or schedules provided by it outlining Confidential Information are of indicative value only and that the Commissioner may nevertheless be obliged to disclose Confidential Information in accordance with Clause 36.10.

37. Security of Confidential Information

37.1 In order to ensure that no unauthorised person gains access to any Confidential Information or any data obtained in the performance of the Grant Agreement, the Recipient undertakes to maintain security systems that ensure compliance with appropriate legislation and good practice. Where necessary to prevent such access, the Commissioner may require the Recipient to alter any security systems at any time during the Term at the Recipient's expense.

37.2 The Recipient will immediately notify the Commissioner of any breach of security in relation to Confidential Information and all data obtained in the performance of the Grant Agreement and will keep a record of such breaches. The Recipient will use its best endeavours to recover such Confidential Information or data however it may be recorded. This obligation is in addition to the Recipient's obligations under clause 26. The Recipient will co-operate with the Commissioner in any investigation that the Commissioner considers necessary to undertake as a result of any breach of security in relation to Confidential Information or data.

38 Intellectual Property Rights

38.1 All Intellectual Property Rights in any specifications, instructions, plans, data, drawings, databases, patents, patterns, models, designs or other material:

(a) furnished to or made available to the Recipient by the Commissioner shall remain the property of the Commissioner;

(b) prepared by or for the Recipient for use, or intended use, in relation to the performance of the Grant Agreement shall belong to the Commissioner and the Recipient shall not, and shall procure that the Recipient's employees, servants, agents, suppliers and sub-Contractors shall not, (except when necessary for the implementation of the Grant Agreement) without prior Approval, use or disclose any such Intellectual Property Rights, or any other information (whether or not relevant to the Grant Agreement) which the Recipient may obtain in performing the Grant Agreement except information which is in the public domain.

38.2 The Recipient shall obtain Approval before using any material, in relation to the performance of the Grant Agreement which is or may be subject to any third party Intellectual Property Rights. The Recipient shall procure that the owner of the rights grants to the Commissioner a non-exclusive licence, or if itself a licensee of those rights, shall grant to the Commissioner an authorised sub-licence, to use, reproduce, and maintain the material. Such licence or sub-licence shall be non-exclusive, perpetual and irrevocable, shall include the right to sub-license, transfer, novate or assign to other Contracting Authorities, the Replacement Recipient or to any other third-party providing services to the Commissioner, and shall be granted at no cost to the Commissioner.

- 38.3 It is a condition of the Grant Agreement that the Services supplied or licensed by the Service Provider will not infringe any Intellectual Property Rights of any third party and the Recipient shall during and after the Term on written demand indemnify and keep indemnified the Commissioner against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which the Commissioner may suffer or incur as a result of or in connection with any breach of this clause, except where any such claim relates to:
- (a) designs furnished by the Commissioner;
 - (b) the use of data supplied by the Commissioner which is not required to be verified by the Recipient under any provision of the Grant Agreement.
- 38.4 The Commissioner shall notify the Recipient in writing of any claim or demand brought against the Commissioner for infringement or alleged infringement of any Intellectual Property Right in materials supplied or licensed by the Recipient.
- 38.5 The Recipient shall at its own expense conduct all negotiations and any litigation arising in connection with any claim for breach of Intellectual Property Rights in materials supplied or licensed by the Recipient, provided always that the Recipient:
- (a) shall consult the Commissioner on all substantive issues which arise during the conduct of such litigation and negotiations;
 - (b) shall take due and proper account of the interests of the Commissioner; and
 - (c) shall not settle or compromise any claim without the Commissioner's prior written consent (not to be unreasonably withheld or delayed).
- 38.6 The Commissioner shall at the request of the Recipient afford to the Recipient all reasonable assistance for the purpose of contesting any claim or demand made or action brought against the Commissioner or the Recipient for infringement or alleged infringement of any Intellectual Property Right in connection with the performance of the Grant Agreement and shall be repaid all costs and expenses (including, but not limited to, legal costs and disbursements) incurred in doing so. Such costs and expenses shall not be repaid where they are incurred in relation to a claim, demand or action which relates to the matters in clause 38.8(a) and (b)
- 38.7 The Commissioner shall not make any admissions which may be prejudicial to the defence or settlement of any claim, demand or action for infringement or alleged infringement of any Intellectual Property Right by the Commissioner or the Recipient in connection with the performance of the Grant Agreement.
- 38.8 If a claim, demand or action for infringement or alleged infringement of any Intellectual Property Right is made in connection with the Grant Agreement or in the reasonable opinion of the Recipient is likely to be made, the Recipient may at its own expense and subject to the consent of the Commissioner (not to be unreasonably withheld or delayed) either:
- (a) modify any or all of the Goods and/or Service without reducing the performance or functionality of the same, or substitute alternative Good and/or Service of equivalent performance and functionality, so as to avoid the infringement or the alleged infringement, provided that the terms herein shall apply mutates mutandis to such modified Goods or to the substitute Goods: or

(b) procure a licence to use and provide the Goods and/or Service, which are the subject of the alleged infringement, on terms which are acceptable to the Commissioner.

38.9 At the termination or expiry of the Grant Agreement the Recipient shall immediately return to the Commissioner all materials, work or records held, including any back-up media.

38.10 The provisions of this clause shall apply during the continuance of the Grant Agreement and indefinitely after its expiry or termination.

39. Transparency

39.1 The Recipient acknowledges that the Commissioner shall disclose payments made against this grant only to those persons who need to know for any legal, financial or regulatory purposes. Regulatory purposes will include the Commissioner's transparency duty to publish all transactions over £500.

39.2 No information shall be disclosed if such disclosure would be in breach of the DPA, or is exempted from disclosure under the FOI Act

40. Premises and Facilities

40.1 The parties shall comply with all applicable requirements of Anti-Discrimination Legislation and the Health & Safety at Work, etc. Act 1974 and all regulations made under it and under any other legislation.

41. Insurance and Indemnities

41.1 The Commissioner accepts no liability for any consequences, whether direct or indirect, that may come about from the Recipient using the Grant or from withdrawal of the Grant.

41.2 The Recipient shall indemnify and hold harmless the Commissioner, its employees, agents, officers or sub-contractors with respect to all claims, demands, actions, costs, expenses, losses, damages and all other liabilities arising from or incurred by reason of the actions and/or omissions of the Recipient in relation to the Grant, the non-fulfilment of obligations of the Recipient under this Grant Agreement or its obligations to third parties.

41.3 Subject to Clause 41.1, the Commissioner's liability under or in connection with this Grant Agreement is limited to the payment of the Grant and for the avoidance of doubt, nothing in this Grant Agreement places any obligation on the Commissioner to renew or continue funding to the Recipient after the end of the Funding Period.

41.4 The Recipient shall, during the term of this Grant Agreement and for a period of six (6) years after termination or expiry of this Grant Agreement, ensure that it has adequate insurance cover with an insurer of good repute to cover claims under this Grant Agreement or any other claims or demands which may be brought or made against it by any person suffering any injury damage or loss in connection with this Grant Agreement. The Recipient shall upon request produce to the Commissioner its policy or policies of insurance or where this is not possible, a certificate of insurance issued by the Recipient's insurance brokers confirming the insurances are in full force and effect together with confirmation that the relevant premiums have been paid.

- 41.5 Neither Party excludes or limits liability to the other Party for death or personal injury caused by its negligence or for any breach of any obligations implied by Section 2 of the Supply of Goods and Services Act 1982.
- 41.6 The Recipient shall indemnify and keep indemnified the Commissioner fully against all claims, proceedings, actions, damages, legal costs, expenses and any other liabilities whatsoever arising out of, in respect of or in connection with the Grant Agreement including in respect of any death or personal injury, loss of or damage to property, financial loss arising from any advice given or omitted to be given by the Recipient, or any other loss which is caused directly or indirectly by any act or omission of the Recipient. This clause shall not apply to the extent that the Recipient is able to demonstrate that such death or personal injury, or loss or damage was not caused or contributed to by its negligence or default, or the negligence or default of its Staff or sub-Contractors, or by any circumstances within its or their control.
- 41.7 The Recipient shall effect Public Liability Insurance for such a sum and range of cover as the Recipient deems to be appropriate but not less than £5,000,000 for any one incident unless otherwise agreed by the Commissioner in writing.
- 41.8 The Recipient shall effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Recipient, arising out of the Recipient's performance of the Grant Agreement, including death or personal injury, loss of or damage to property or any other loss. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Recipient.
- 41.9 The Recipient shall hold employer's liability insurance in respect of Staff in accordance with any requirements specified by the Commissioner.
- 41.10 The Recipient shall produce to the Lead Commissioning Officer, on request, copies of all insurance policies referred to in this clause or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.
- 41.11 If, for whatever reason, the Recipient fails to give effect to and maintain the insurances required by the Grant Agreement the Commissioner may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Recipient.
- 41.12 The terms of any insurance or the amount of cover shall not relieve the Recipient of any liabilities under the Grant Agreement. It shall be the responsibility of the Recipient to determine the amount of insurance cover that will be adequate to enable the Recipient to satisfy any liability referred to in clause 41.6.

42. Professional Indemnity

The Recipient shall hold and maintain professional indemnity insurance cover and shall ensure that all professional consultants or sub-Contractors involved in the provision of the Services hold and maintain appropriate cover. To comply with its obligations under this clause 42 and as a minimum, the Recipient shall ensure professional indemnity insurance held by the Recipient and by any agent, sub-Contractor or consultant involved in the performance of Services has a limit of indemnity of not less than £2 million for any occurrences arising out of

each and every event. Such insurance shall be maintained for a minimum of 12 (twelve) years following the expiration or earlier termination of the Agreement.

43. Dispute resolution

43.1 In the event of any complaint or dispute arising between the parties to this Grant Agreement in relation to this Grant Agreement, the matter should first be referred for resolution to senior offices (nominated by the Commissioner and the Grant Recipient from time to time).

43.2 In the absence of any complaint or dispute being resolved pursuant to Clause 43.1 within [14 days] of being referred, the parties may seek to resolve the matter through mediation under the CEDR Model Mediation Procedure (or such other appropriate dispute resolution model as is agreed by both parties). Unless otherwise agreed, the parties shall bear the costs and expenses of the mediation equally.

44. Assignment and Variation of Services

44.1 The Recipient may not, without the prior written consent of the Commissioner, assign, transfer, sub-contract, or in any other way make over to any third party the benefit and/or the burden of this Grant Agreement or, except as contemplated as part of the Intended Outcomes, transfer or pay to any other person any part of the Grant.

44.2 Variation - No purported amendment or variation of this Grant Agreement shall be effective unless it is in writing and duly executed by or on behalf of each of the parties.

44.3 The Commissioner reserves the right on giving reasonable written notice from time to time to require changes to the Services (whether by way of the removal of Services, the addition of new Services, or increasing or decreasing the Services or specifying the order in which the Services are to be performed or the locations where the Services are to be provided) for any reasons whatsoever. Such a change is hereinafter called "a Variation".

44.4 Any such Variation shall be communicated in writing by the Lead Commissioning Officer to the Recipient's Representative in accordance with the notice provisions of clause 46. All Variations shall be in the form of an addendum to the Grant Agreement.

44.5 In the event of a Variation the Grant allocated may also be varied. Such Variation in the Grant shall be calculated by the Commissioner and agreed in writing with the Recipient and shall be such amount as properly and fairly reflects the nature and extent of the Variation in all the circumstances. Failing agreement the matter shall be determined by negotiation or mediation in accordance with the provisions of clause 66.

44.6 The Recipient shall provide such information as may be reasonably required to enable such varied Grant to be calculated.

45. Publicity

45.1 All media releases by either party, publicity information, consultation materials etc. shall be agreed in advance with the other.

45.2 The Recipient shall bring to the attention of the Commissioner any issues that are likely to impact significantly on the project, public opinion or the reputation of the parties to this Grant Agreement, as soon as these are known.

45.3 Use of the OPCCN brand.

- (a) the OPCCN name and logo should be used by the recipient organisation during the funding period to acknowledge the support of the OPCCN. For example, this could be on a website, headed paper, publicity, project documents, social media, or any other materials related to the funding provided by the OPCCN.
- (b) When the name and logo is to be used outside of the scope of the funding the recipient organisation must first check with the OPCCN's responsible officer.
- (c) the OPCCN name and logo should be used by the recipient organisation during the funding period only but not after funding period has ended.
- (d) the OPCCN name and logo must be used in line with the Brand Guidelines unless written permission is given by the OPCCN's responsible officer.
- (e) the OPCCN name and logo should not be used in relation to the endorsement of any third party product or service without the express prior consent of the OPCCN's responsible officer.

46. Notices

- 46.1 Any notice under or in connection with this Grant Agreement must be in writing and may be given by email, personal delivery, commercial courier or by first class post or recorded delivery. Any such notice addressed as provided in this Clause will be deemed to have been duly given or made (i) when transmitted by the sender (if sent by email), or (ii) when left at the address specified in Clause 46. (if delivered personally), (iii) when delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed or (iv) when sent by first class post or recorded delivery at 10am on the second Business Day after posting.
- 46.2 Any such notice must be addressed to the recipient at their postal address or email address set out below or at such other address or email address as may from time to time be notified in writing by the recipient to the sender as being the recipient's address or email address for service.
- 46.3 The addresses referred to above are as follows:

The Commissioner:-

Office of the Police and Crime Commissioner for Norfolk
 Room 1-1-73
 Jubilee House
 Falconers Chase
 Wymondham
 Norfolk
 NR18 0WW

Email address: OPCCNgrants@norfolk.pnn.police.uk

The Recipient:-

Great Yarmouth Borough Council
 Town Hall, Hall Plain
 Great Yarmouth
 NR30 2QF

Contact: Paula Boyce, Strategic Director
 Tel: 01493 846450
 Email: paula.boyce@great-yarmouth.gov.uk
 Website: www.great-yarmouth.gov.uk

- 46.4 To prove service, it is sufficient to prove that the notice was transmitted by email to the email address of the party or, in the case of post, that the envelope containing the notice was properly addressed and posted.

47. No Waiver or Severability

- 47.1 Failure to exercise, or any delay in exercising, any right or remedy provided under this Grant Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy.
- 47.2 No single or partial exercise of any right or remedy provided under this Grant Agreement or by law shall preclude or restrict the further exercise of that or any other right or remedy.
- 47.3 If any provision of this Grant Agreement, or any part of a provision of this Grant Agreement, is found to be illegal, invalid or unenforceable the remaining provisions or the remainder of the provision concerned shall continue in effect.

48 Remedies in the event of Inadequate Performance

- 48.1 Where a complaint is received or a problem indicated about the standard of Services or about the way any Services provided under this Grant Agreement have been delivered or any other matter connected with the performance of the Grant Agreement, then the Lead Commissioning Officer shall take all reasonable steps to ascertain whether the complaint is valid. If the Lead Commissioning Officer so decides, he may uphold the complaint, or take further action in accordance with the provisions of clause 32 of the Grant Agreement.
- 48.2 In the event that the Commissioner is of the reasonable opinion that there has been a material breach of the Grant Agreement by the Recipient, or the Recipient's performance of its obligations under the Grant Agreement has failed to meet the requirement set out in the Specification Schedule, then the Commissioner may, without prejudice to its rights under clause 32 of the Grant Agreement, do any of the following:
- (a) make such deduction from the Grant to be paid to the Recipient as the Commissioner shall reasonably determine to reflect sums paid or sums which would otherwise be payable in respect of such of the Services as the Recipient shall have failed to provide or performed inadequately;
 - (b) without terminating the Grant Agreement, itself provide or procure the provision of part of the Services until such time as the Recipient shall have demonstrated to the reasonable satisfaction of the Commissioner that the Recipient will be able to perform such part of the Services in accordance with the Agreement;
 - (c) without terminating the whole of the Grant Agreement, terminate the Grant Agreement in respect of part of the Services only (whereupon a corresponding reduction in the Grant

shall be made) and thereafter itself provide or procure a third party to provide such part of the relevant Services; and/or

(d) terminate, in accordance with clause 32, the whole of the Grant Agreement.

48.3 The Commissioner may charge to the Recipient any cost reasonably incurred by the Commissioner and any reasonable administration costs in respect of the provision of such part of the relevant Services by the Commissioner or by a third party to the extent that such costs exceed the Grant which would otherwise have been payable to the Recipient for such part of the relevant Services.

48.4 If the Recipient fails to perform any of the Services to the reasonable satisfaction of the Commissioner and such failure is capable of remedy, then the Commissioner shall instruct the Recipient to remedy the failure and the Recipient shall at its own cost and expense remedy such failure (and any damage resulting from such failure) within 10 Working Days or such other period of time as the Commissioner may direct.

48.5 In the event that:

(a) the Recipient fails to comply with clause 48.4 above and the failure is materially adverse to the commercial interests of the Commissioner or prevent the Commissioner from discharging a statutory duty; or

(b) the Recipient persistently fails to comply with clause 48.4 above,

the Commissioner reserves the right to terminate the Grant Agreement by notice in writing with immediate effect.

48.6 The remedies of the Commissioner under this clause may be exercised successively in respect of any one or more failures by the Recipient.

49. Remedies Cumulative

Except as otherwise expressly provided by the Grant Agreement, all remedies available to either Party for breach of the Grant Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies

50. Third Parties

50.1 This Grant Agreement is made for the benefit of the parties to it and their successors and permitted assigns and is not intended to benefit, or be enforceable by, anyone else. For the avoidance of doubt, the provisions of the Contracts (Rights of Third Parties) Act 1999 are expressly excluded from this Grant Agreement.

51. Governing Law & General

51.1 This Grant Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

- 51.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Grant Agreement or its subject matter or formation (including non-contractual disputes or claims).
- 51.3 This Grant Agreement may be executed in any number of counterparts and by the different parties on separate counterparts (which may be fax or electronic transmission copies), but shall not take effect until each party has executed and delivered at least one counterpart. Each counterpart when executed and delivered shall constitute an original, but all the counterparts shall together constitute one and the same instrument.
- 51.4 Each party shall pay its own costs and expenses in relation to the negotiation, preparation, execution, registration and performance of this Grant Agreement and the transactions and arrangements contemplated by this Grant Agreement.
- 51.5 This Grant Agreement constitutes the entire agreement and understanding between the parties relating to the transactions contemplated by or in connection with this Grant Agreement and the other matters referred to in this Grant Agreement and supersedes any other agreement or understanding (written or oral) between the parties or any of them relating to the same. Each party acknowledges and agrees that it does not rely on, and shall have no remedy in respect of, any promise, assurance, statement, warranty, undertaking or representation made (whether innocently or negligently) by any other party or any other person except as expressly set out in this Grant Agreement. Nothing in this Clause shall operate or be construed to limit or exclude any liability of any person for fraud, including fraudulent misrepresentation.
- 51.6 This Grant Agreement shall not create any partnership or joint venture between the Commissioner and the Recipient, nor any relationship of principal and agent, nor authorise any party to make or enter into any commitments for or on behalf of the other party.
- 51.7 The Recipient shall neither be relieved of its obligations to supply the Goods and/or Services in accordance with the terms of this Grant Agreement nor be entitled to an increase in the price as a result of:
- (a) a General Change in Law; or
 - (b) a Specific Change in Law where the effect of that Specific Change in Law on the Goods and/or Services is known at the Commencement Date whether by publication of a Bill, as part of a Government Departmental Consultation paper, a draft Statutory Instrument, a proposal in the Official Journal of the European Union or otherwise
- 51.8 If a specific change in law occurs or will occur during the grant period (other than those referred to in clause 51.7) the service provider shall notify the commissioner of the likely effects of that change, including:
- (a) whether there is any variation is required to the goods and/or services, the price of this Grant Agreement and
 - (b) whether any relief from compliance with the Recipient's obligations is required, including any obligation to achieve any milestones or to meet any service level requirements at any time.

- 51.9 As soon as practicable after any notification in accordance with clause 51.8 the Parties shall discuss and agree the matters referred to in that clause and any ways in which the Recipient can mitigate the effect of the Specific Change of Law, including:
- (a) providing evidence that the Recipient has minimised any increase in costs or maximised any reduction in costs, including in respect of the costs of its sub-Contractor Recipients/Recipients;
 - (b) demonstrating that a foreseeable Specific Change in Law had been taken into account by the Recipient before it occurred;
 - (c) giving evidence as to how the Specific Change in Law has affected the cost of providing the Services; and
 - (d) demonstrating that any expenditure that has been avoided has been taken into account in amending the Grant.
- 51.10 Any increase in the Grant Agreement or relief from the Recipient's obligations agreed by the Parties pursuant to this clause 51 shall be implemented in accordance with clause 44.

52 **Safeguarding**

- 52.1 As a commissioner of services, the OPCCN has a responsibility to ensure safeguarding responsibilities are detailed in relevant contracts/grants. The OPCCN will work with providers to ensure that responsibilities are understood and adhered to in line with best practice arrangements and ensure this is monitored as part of the contract management process.
- 52.2 Section 11 of the Children Act 2004 places a duty on the PCC, and other identified organisations, statutory and non-statutory, to ensure their functions, and any services they contract out to others, are discharged having regard to the need to safeguard and promote the welfare of children.

In having regard to safeguarding and promoting the welfare of child, providers of services will be required to demonstrate at the outset and at regular intervals, compliance with the following:

- A clear line of accountability for the delivery of services designed to or contributing to safeguarding and promoting the welfare of children;
- A senior board level lead with the required knowledge, skills and expertise or sufficiently qualified and experienced to take leadership responsibility for the organisation's/agency's safeguarding arrangements;
- A culture of listening to children and taking account of their wishes and feelings, both in individual decisions and the development of services;
- Clear whistleblowing procedures, which reflect the principles in Sir Robert Francis' Freedom to Speak Up Review and are suitably referenced in staff training and codes of conduct, and a culture that enables issues about safeguarding and promoting the welfare of children to be addressed;
- Compliance with Norfolk Safeguarding Children Board escalation policy for staff to follow when their child safeguarding concerns are not being addressed within their organisation or by other agencies;

- Arrangements which set out clearly the processes for sharing information, with other practitioners and with safeguarding partners;
- A designated practitioner for child safeguarding. Their role is to support other practitioners in their organisations and agencies to recognise the needs of children, including protection from possible abuse or neglect. Designated practitioner roles should always be explicitly defined in job descriptions. Practitioners should be given sufficient time, funding, supervision and support to fulfil their child welfare and safeguarding responsibilities effectively;
- Safe recruitment practices and ongoing safe working practices for individuals whom the organisation or agency permit to work regularly with children, including policies on when to obtain a criminal record check;
- Appropriate supervision and support for staff, including undertaking safeguarding training;
- Creating a culture of safety, equality and protection within the services they provide.

52.3 The responsibilities set out above for the safeguarding of children will also be applied to providers delivering services that contribute directly or indirectly to the safeguarding of adults.

53 Records to be kept

53.1 The Recipient shall maintain and operate effective monitoring and financial management systems, and keep a record of all:

- a) Eligible Expenditure and retain all accounting records relating to the Eligible Expenditure for a period of at least seven (7) years after the end of the Funding Period. Accounting records should include: original invoices, receipts, minutes from meetings, accounts, deeds, interest accrued, returns on investments, income generated, Supplementary Funding received and any other relevant documentation, whether in writing or electronic form, and
- b) gifts, both given and received, in connection with the Purpose.

53.2 The Recipient should provide to the Commissioner:

- a) certified copies of the accounting documents justifying income and expenditure incurred by the Delivery Partner(s) in relation to the Purpose,
- b) an annual, written statement, signed by the Delivery Partner's treasurer or equivalent senior finance officer, of how the money was spent, and
- c) a signed undertaking that the Delivery Partner will retain such documents for the period prescribed above.

53.3 Where the Grant is spent on capital items (Assets), the Recipient must:

- a) maintain an asset register of such capital items. This register shall record as a minimum,
 - i. the date the item was purchased,
 - ii. description of the Asset,
 - iii. location of the Asset,
 - iv. the price paid,

- v. the date of disposal, and
 - b) provide proof of insurance coverage for the useful life of the relevant Asset, and
 - c) make the Assets available for inspection.
 - d) Provide copies of a-c to the commissioner quarterly
- 53.4 Assets will be the property of the Recipient for the duration of the Funding Period and must only be used in furtherance of the Purpose.
- 53.5 The Recipient shall undertake all necessary maintenance and upkeep activities including but not limited to the proper insurance, routine inspection, testing, maintenance, repair and refurbishment of such Assets.
- 53.6 The Recipient shall maintain records in relation to Assets which require active maintenance and will make them available to the Commissioner upon reasonable request.
- 53.7 On the expiry or termination of this Grant Agreement (howsoever caused), title in Assets acquired using the Grant shall remain with the Recipient, unless otherwise expressly agreed in writing between the Parties.
- 53.8 Following an event as described in Clause 7.7, the Commissioner or Home Office may offer to purchase the Asset(s) at a fair market value agreed in writing by the Parties.
- 53.9 At any time after purchase, should the Recipient propose to sell, dispose of, change the use of or donate to a Third Party an Asset then the Recipient must first consult the Commissioner to determine what should happen.
- 53.10 The Authority may require the Recipient to:
- a) return proceeds from sale of any Assets to the Commissioner, or
 - b) re-invest proceeds from the sale of any Assets.
- 53.11 The provisions of Clause 53.9 and 53.10 shall survive the termination of this Grant Agreement, howsoever that occurs.


ACCEPTANCE OF GRANT

Great Yarmouth Borough Council accepts the offer of Grant contained in this Grant Agreement and agrees to comply with the terms and conditions of the Grant on which the offer is made.

On behalf of the Recipient - Authorised Representative

Signature:	<i>Paula Boyce</i>
Name:	Paula Boyce
Date:	12 January 2020
Position:	Strategic Director, Great Yarmouth Borough Council

Signed on behalf of the Commissioner:

Signature:	
Name:	MARK STOKES
Date:	25 JANUARY 2021
Position:	CHIEF EXECUTIVE OFFICER

Date of issue of Grant Agreement:

SCHEDULE 1 – THE PURPOSE

Purpose of the funding

In accordance with Section 143 of the Anti-social Behaviour, Crime and Policing Act 2014, the Commissioner, as the local policing body, has powers to provide or to commission:-

- (a) services that in the opinion of the local policing body will secure, or contribute to securing, crime and disorder reduction in the body's area;
- (b) services that are intended by the local policing body to help victims or witnesses of, or other persons affected by, offences and anti-social behaviour;**
- (c) services of a description specified in an order made by the Secretary of State.

A local policing body arranging for the provision of services under this section may make grants in connection with the arrangements.

A grant may be subject to any conditions (including conditions as to repayment) that the local policing body thinks appropriate.

The Commissioner therefore intends to make these grants in accordance with (b) above and more details are in Schedule 2.

SCHEDULE 2 – PROJECT DETAILS (DELIVERABLES/REPORTING)
Great Yarmouth Borough Council

Between 2017 and 2019 acquisitive crime reduced in Norfolk (23%) and Great Yarmouth (20%). Great Yarmouth was selected as a bid site because its LSOAs featured highly in Norfolk’s top acquisitive and burglary rates for primarily residential areas. The geography suffers from significant anti-social behaviour and littering and fly tipping were mentioned by the Council as significant concerns. Both Great Yarmouth Borough Council (GYBC) and the local police confirmed that parts of the area created significant demand for them, in particular St. Peters Road, St. Georges Park and Marine Parade.

Further analysis of Norfolk Constabulary data within the geography highlighted a variety of hotspots for different crime types. At St. George’s Park there are hotspots for bicycle theft, other theft, robbery and theft from the person. In the area of Lancaster Road and St. Peter’s Road there are hotspots for burglary and theft from motor vehicles. Marine Parade had hot spots for other theft and theft from motor vehicles. There were also four other hotspots across the area for theft from the person and theft from motor vehicles.

The variety of crime types shows there is a lack of a visible deterrence within the area and that offenders are not being caught, meaning there is in not an adequate deterrence. The current CCTV network has serious limitations to its efficacy because it is outdated and the software used prevents police or council systems accessing footage because it is a cyber-security risk. This bid will test the hypothesis that, by making offenders aware of risk and increasing detection through adding CCTV signage and an upgrade to the CCTV network and software, we will be able to reduce acquisitive crime in Great Yarmouth.

Recipient Information/Background

- a. **Purpose/Key Deliverables**
 - a. Upgrade CCTV cameras operated by the not-for-profit Community Safety (Great Yarmouth) Ltd that are within the bid area from analogue to digital technology including data storage.
 - b. Upgrade CCTV software to be Windows10 compatible, enabling remote access, live feed transmission and cyber-security compliance with Norfolk Constabulary and GYBC networks.
 - c. Install prominent signage where necessary to highlight when entering a CCTV area.
 - d. Ensure plans are in place for the sustainability of deliverables a to c.

- b. **Outputs**
 - a. Install 56 CCTV cameras across the Great Yarmouth Borough area, including in the safer streets area
 - b. Update CCTV data storage capacity
 - c. Upgrade the CCTV network’s operating system
 - d. Identify where new signage is necessary and install signs at this location

c. Outcomes

- a. Improved response to all crime including acquisitive crime, leading to deterrence effect across Great Yarmouth.
- b. Improved deterrence effect created by CCTV signage highlighting to would be offenders the risk of being caught.
- c. Long term decrease in all crime (particularly acquisitive crime) and anti-social behaviour in Great Yarmouth.

d. Financial Information

The total award of this grant is £139,837.12

e. A Financial Breakdown of budget for a one-year service

Financial Year Breakdown	2017/18	2018/19	2019/20	2020/2021
Grant Amount				£139,837.12

An itemised breakdown of the budget will be required each quarter.

f) Reporting

PERIOD	Year 1 2018/19
Quarter 1	Due by
Quarter 2	X
Quarter 3	X
Quarter 4	X
	Year 2 2019/2020
Quarter 1	X
Quarter 2	X
Quarter 3	X
Quarter 4	X
	Year 3 2020/21
Quarter 1	X
Quarter 2	X
Quarter 3	X
Quarter 4/Final Report	7 th April 2021

and detailing:

- Items - Schedule 2 – Items a-f inclusive
- how the project is progressing
- any particular difficulties or successes
- any risks over and above those normally associated with this kind of project
- will need to demonstrate Project Spend against original application
- Year End financial information will need to demonstrate overall Project Spend against original application

g) Evaluation requirements

- a. Provide support to the Home Office funded whole fund evaluation being undertaken by Kantar if requested.
- b. Provide support to the OPCCN local evaluation, investigating the impact of the intervention locally. This local evaluation will look at:
 - i. Fear and perceptions of crime
 - ii. Crime rates
 - iii. Solve rates
 - iv. Process evaluation

SCHEDULE 3 – PAYMENT SCHEDULE

Financial Years	Year 1 2017/18	Year 2 2018/19	Year 3 2019/20	Year 4 2020/21
Dates Qtr 1	£	£	£	£
Dates Qtr 2	£	£	£	£
Dates Qtr 3	£	£	£	£
Dates Qtr 4	£	£	£	£139,837.12

Payments quoted are to nearest £100

Process for Requesting Payment

Payment will be a one-off payment in arrears pending adherence to terms and conditions within this Grant Agreement, and an invoice must be submitted for the payment.

Your invoice **must include** our purchase order number. To obtain our purchase order number, please email Stephanie Stearman direct on stephanie.stearman@norfolk.pnn.police.uk. Please ensure your invoice states clearly the specific grant and period you are claiming funding for.

The last payment will be paid on invoice after Evaluation report of the project has been submitted and agreed.

For the Attention of Stephanie Stearman
Office of the Police and Crime Commissioner for Norfolk
Room 1-1-73
Jubilee House
Falconers Chase
Wymondham
Norfolk
NR18 0WW

