OFFICE OF THE POLICE & CRIME COMMISSIONER FOR NORFOLK

Author: Stephanie Stearman	DECISION NO. 2017/18

REASON FOR SUBMISSION: For Decision

SUBMITTED TO: Police and Crime Commissioner – Lorne Green

SUBJECT: Funding to target harden heritage buildings in Norfolk

SUMMARY: Heritage sites in Norfolk, and in particular historic churches, are vulnerable to organised crime groups and thieves that target metal from roofs and artefacts from inside the buildings.

Following a number of attacks on these precious buildings over the last twelve months, which have robbed communities of important social infrastructure, the Police and Crime Commissioner, Norfolk Constabulary and the Diocese of Norwich have brought together funders to commit significant resources to cover the costs of alarming the most vulnerable historic churches in the county.

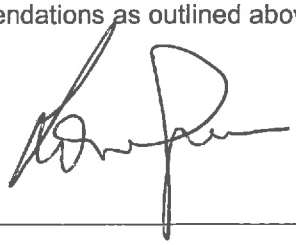
The PCC has awarded a crime and disorder reduction grant of £100,000 to contribute to the costs of alarming over 50 buildings. The scheme that will oversee the procurement and installation of the alarms will be managed by the Diocese of Norwich.

The outcome will be a reduction in crime, an increased feeling of safety (particularly in remote rural communities where these buildings are), a reduction in demand for the police in relation to responding to the immediate theft and detecting the perpetrators and support for rural communities.

RECOMMENDATION: A crime and disorder reduction grant of £100k is awarded to the Diocese of Norfolk for the purpose of alarming vulnerable historic buildings.

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

The recommendations as outlined above are approved.

Signature 

Date 08/08/17

DETAIL OF THE SUBMISSION

1. OBJECTIVE:

1.1 To contribute funding to a partnership comprising the Office of the Police and Crime Commissioner and the Diocese of Norwich to raise funds and alarm the most vulnerable 50 historic churches in the county. f worship but as community hubs.

2. BACKGROUND:

2.1 The precious buildings in Norfolk include the historic churches that stand tall in our communities as they have done for hundreds of years. Norfolk has the largest concentration of medieval churches in the world. Almost a thousand of them were built and today some 635 are still standing. Norwich has 31 medieval churches and St Nicholas in Great Yarmouth is the biggest parish church in the country.

2.2 Our historic churches are often at the heart of our communities and serve as shared community assets or hubs. They house local playgroups, host coffee mornings and double up as soups kitchen.

2.3 In recent years many of these buildings have been targeted by well-organised criminal gangs, seeking to strip the lead off church roofs and then exporting the tonnes of stolen metal for sale in mainland Europe. Some churches are able to pick up the pieces and move on but for others a major lead theft can sound the death knell.

2.4 This crime damages heritage buildings in Norfolk and leaves the communities who use them struggling to replace stolen material. It can cost in excess of £70,000 to replace lead lost from each roof and damaged buildings are at risk of further degradation before they are re-roofed.

3. AREAS FOR CONSIDERATION:

3.1 Whilst Norfolk Constabulary has had some success in targeting these lead-stealing gangs, who usually come from outside Norfolk, the risk of theft is still high. This is especially the case in the rural areas we have across our county.

3.2 The most effective way of stopping this is to alarm lead roofs at a cost of approximately £3k per building. This deters thieves and reduces the unnecessary burden on the police.

3.3 The Police and Crime Plan for Norfolk commits to tackling rural crime and in particular heritage crime, and the theft of lead from church roofs is one of the most common and most damaging heritage crimes.

3.4 Working with the Diocese of Norwich, Norfolk Constabulary and key partners, the PCC is awarding a crime and disorder reduction grant of £100k to alarm the 54 most vulnerable church buildings in the county.

3.5 The scheme that will oversee the procurement and installation of the alarms will be managed by the Diocese of Norwich.

4. OTHER OPTIONS CONSIDERED:

4.1 Do nothing – this option has not been taken due to the ongoing attacks on churches, which will only be stopped if vulnerable sites are protected through a significant increase in appropriate security measures.

5. STRATEGIC AIMS/OBJECTIVE SUPPORTED:

- Supporting rural communities.
- Support victims or crime and reduce vulnerability.

6. FINANCIAL AND OTHER RESOURCE IMPLICATIONS:

6.1 This Grant is for £100,000 to alarm 54 vulnerable heritage sites in the county.

7. OTHER IMPLICATIONS AND RISKS:

7.1 The crime and disorder reduction grant will be managed under the standard terms of conditions for grant funding from the OPCCN, as set out in the grant agreement.

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.*

ORIGINATOR CHECKLIST (MUST BE COMPLETED)	PLEASE STATE 'YES' OR 'NO'
Has legal advice been sought on this submission?	**No**
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?	**N/A**
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**

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** 25-7-2017

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,
AND
c) the decision can be taken on the basis of my assurance that Financial Regulations have been complied with.

Signature: **Date:** 8/8/17

OFFICE OF THE POLICE & CRIME COMMISSIONER FOR NORFOLK

Grant Agreement

Police and Crime Commissioner for Norfolk

AND

The Norwich Diocesan Board of Finance Limited

Office of the Police and Crime Commissioner for Norfolk (OPCCN)
Building 8
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 31st March 2017 to 30th September 2018

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 £100,000

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.

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.

Terms and Conditions

2. Purpose and extent of the Grant

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. Grant Offer

3.1 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 6 below).

3.2 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.

4. Amount of the Grant

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

5. Timing of the Grant

5.1 Payment of grant will be paid up front in one payment (invoice will be required), and is based on adherence to grant terms and conditions and successful completion of quarterly reports (dates as per Schedule 2) and achieving project/service Key Deliverables, KPI's, Outputs, Outcomes, Budget (as per schedule 2).

5.2 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

5.3 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.

6. Eligible expenditure

6.1 Eligible expenditure consists of payments by the Recipient for the Purpose of the agreed bid.

6.2 The Recipient shall account for the Grant on an accruals basis. This requires the cost of goods or services to be recognised when the goods or services are received, rather than when they are paid for.

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

6.4 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.

7. Managing the Grant

7.1 Each party must notify the other of:
(a) the nominated person who will act as the party's authorised representative; and
(b) the contact details of the authorised representative and any deputies.

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

7.3 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.

7.4 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.

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

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

7.7 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

8. Legal compliance

8.1 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.

8.2 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).

8.3 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.

8.4 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.

9. Procurement procedures

9.1 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.

9.2 The Recipient is expected to comply with the Contract Standing Orders of its own organisation.

10. Financial or other irregularities

10.1 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.

10.2 For the purposes of Clause 10.1, "financial irregularity" includes fraud or other impropriety, mismanagement, and the use of the Grant for purposes other than those intended by the Commissioner.

11. Audit Arrangements

11.1 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.

11.2 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.

11.3 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.

11.4 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 5.3 or 7.2 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.

12. Warranties

12.1 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.

12.2 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 12.1.

13. Terminating, withholding, reduction and repayment of Grant

13.1 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 13.2;

(b) reduce payment of the Grant in accordance with Clause 13.3;

(c) demand repayment of the Grant in accordance with Clause 13.4 or 13.5; and/or

(d) terminate this Grant Agreement with immediate effect in accordance with Clause 13.6.

Withholding

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

(a) the Recipient fails, to a material extent, to provide the information required under the terms of this Grant Agreement;

(b) the Recipient uses the Grant for purposes other than the Purpose (for the avoidance of doubt, any breach of Clause 8.3, will be deemed use of the Grant for purposes other than the Purpose);

(c) 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;

(d) 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;

(e) 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;

(f) 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 12);

(g) 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;

(h) the Recipient materially changes the nature of its charitable or community benefit objects to an extent which the Commissioner considers to be material;

(i) the Recipient does not follow appropriate child and vulnerable persons protection policies (if applicable).

(j) 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);

(k) 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;

(l) the Grant is found to be unlawful;

Reduction of grant

13.3 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.

Repayment

13.4 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).

13.5 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 13.2 arise (other than those set out in Clauses 13.2(a), (c) or (d)).

Termination

13.6 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 13.2 arise(other than those set out in Clauses 13.2(a), (c) or (d)).

13.7 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.

13.8 The Recipient shall make any payments due to the Commissioner without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.

13.9 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.

14. Data Protection and Freedom of Information

14.1 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.

14.2 Where applicable, the Recipient and the Commissioner shall comply with the Freedom of Information Act 2000 (the "FOI Act"), any subordinate legislation made under the FOI Act and any guidance issued by the Information Commissioner.

14.3 The Parties agree to assist and cooperate with each other to enable the other to comply with obligations under the FOI Act whenever a request is made for information which relates to or arises out of this Grant Agreement.

15. Transparency

15.1 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.

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

16. Premises and Facilities

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.

17. Insurance and Indemnities

17.1 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.

17.2 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.

17.3 Subject to Clause 17.1, 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.

17.4 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.

18. Dispute resolution

18.1 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).

18.2 In the absence of any complaint or dispute being resolved pursuant to Clause 18.1 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.

19. Assignment and Variation

19.1 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.

19.2 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.

20. Publicity

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

20.2 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.

20.3 Use of the OPCCN brand.
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, social media, or any other materials etc.

When the name and logo is to be used the recipient organisation must first check with the Communications and Engagement Team at the OPCCN.

The OPCCN name and logo should be used by the recipient organisation during the funding period only but not after funding period has ended.

The OPCCN logo must be used in its existing format and colour scheme unless written permission is otherwise given by the Communications and Engagement Team at the OPCCN.

21. Notices

21.1 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 21.3 (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.

21.2 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.

21.3 The addresses referred to above are as follows:

The Commissioner:-

Office of the Police and Crime Commissioner for Norfolk
Building 8
Jubilee House
Falconers Chase
Wymondham
Norfolk
NR18 0WW

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

The Recipient:-

The Norwich Diocesan Board of Finance Limited
Diocesan House
109 Dereham Road
Easton
Norwich
NR9 5ES
Contact: Richard Butler/Caroline Rawlings

21.4 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.

22. No Waiver or Severability

22.1 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.

22.2 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.

22.3 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.

23. Third Parties

23.1 Subject to Clause 23.2, 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.

24. Governing Law & General

24.1 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.

24.2 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).

24.3 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.

24.4 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.

24.5 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.

24.6 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.

ACCEPTANCE OF GRANT

The Norfolk and Norwich Diocesan Board of Finance Limited 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:	[signature]
Name:	Richard Butler
Date:	10.3.17
Position:	CEO

Signed on behalf of the Commissioner:

Signature:	[signature]
Name:	JOHN HUMMERSONE
Date:	CHIEF FINANCE OFFICER
Position:	13/3/17

Date of issue of Grant Agreement: March 2017

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)
The Norfolk and Norwich Diocesan Board of Finance Limited

a) **Purpose/Key Deliverables**
To target harden churches that are vulnerable to vandalism and theft; to protect historic buildings and heritage sites across the county and reduce the harm and disruption caused to the communities and groups that use them.

b) **Outputs**
Grants to church organisations to fund the installation and maintenance of appropriate security devices.

c) **KPI's**
- Number of vulnerable churches with enhanced security
- Number of vulnerable churches without enhanced

d) **Outcomes**
- A reduction in levels of vandalism to and theft from churches
- Reduced disruption to community groups and community based activities

e) **Financial Information**
£100,000 – Based on terms and conditions within this Grant Agreement and contractual agreements in place between the Norfolk and Norwich Diocesan Board of Finance Limited and partners for this project as listed below (g).

Funding that has not been spent within the life of the Grant as listed Section 1.1 (b) will be returned to the Commissioner.

The Norwich Diocesan Board of Finance Limited will ensure that each beneficiary is contracted to provide ongoing maintenance/service costs for the future of the equipment installed.

g) **Received Match funding for project/service**
The Bishop of Norwich- £50,000
The Norfolk Churches Trust - £50,000
The Round Tower Churches Society £2,500
All Churches Trust - £50,000

h) **Reporting**
Quarterly reports will be required and these should be provided by dates as below:

	Year 1 2017/18	Year 2 2018/19
Qtr 1 Dates	July 2017	July 2017
Qtr 2 Dates	October 2017	Evaluation Report (see below)
Qtr 3 Dates	January 2018	
Qtr 4 Dates	April 2018	

and detailing:

- how the project is progressing

- any particular difficulties or successes
- any risks over and above those normally associated with this kind of project
- progress against the required information inserted above under the headings: Outputs, Key Deliverables, Key Performance Indicators, Financial Information/Budget, Match Funding
- any other relevant information
- Quarterly financial information will need to demonstrate Project Spend against original application
- Year End financial information will need to demonstrate overall Project Spend against original application

i) Evaluation

Within two months of the end of the project (i.e. by November 2018) a full evaluation of the project should be provided incorporating (a) to (h) as above and:

- how the project went, i.e. lessons learned, dissemination of outcomes, good practice, partnership development
- how the target group benefited from your project/services (qualitative and quantitative information)
- any particular difficulties or successes
- Sustainability measures, how will you continue the work when the grant ends?
- any other relevant information

SCHEDULE 3 – PAYMENT SCHEDULE

	Year 1 2016/17
Date	March 2017

Process for Requesting Payment

Payment will be made in advance, and an invoice must be submitted. Your invoice **must include** our purchase order number. To obtain our purchase order number, please email Claire Buckley direct on buckleyc@norfolk.pnn.police.uk. Please ensure your invoice states clearly the specific grant and period you are claiming funding for.

For the Attention of Stephanie Stearman
Office of the Police and Crime Commissioner for Norfolk
Building 8
Jubilee House
Falconers Chase
Wymondham
Norfolk
NR18 0WW