



OFFICE OF THE POLICE & CRIME COMMISSIONER FOR NORFOLK

ORIGINATOR: Chief Executive

DECISION NO. 2016/10

REASON FOR SUBMISSION: For Decision

SUBMITTED TO: Police and Crime Commissioner

SUBJECT: Commissioning Policy and Procedures

SUMMARY:

Since 2012, the OPCCN has developed both strategy and policy to manage its commissioning activity. To reflect changes in commissioning responsibilities and the evolution of policy over the last four years, the OPCCN has now consolidated and updated its policy and procedures for awarding grants (the main vehicle for OPCCN commissioning). The new Policy and Procedures document (see Appendix A) will ensure that grant awards are made in a fair, transparent and consistent manner, ensuring the highest standards of probity and accountability.

RECOMMENDATION:

The proposed Grant Policy and Procedures are adopted and implemented by the OPCCN, with a review of implementation taking place twelve months following adoption.

OUTCOME/APPROVAL BY: PCC

The recommendations as outlined above are approved.

Signature

Date 11.3.2016

DETAIL OF THE SUBMISSION

1. KEY ISSUES FOR CONSIDERATION:

The Grant Policy and Procedures aim to ensure that grant awards are made in a fair, transparent and consistent manner, ensuring the highest standards of probity and accountability. They also secure that the processes that underpin decision making are robust and that the terms and conditions applied to grant agreements are appropriate to the amount of the grant award and the purpose for which it has been made. Our procedures aim to safeguard public money, supporting decisions that direct funding towards activity and interventions that will have the greatest impact on reducing crime and disorder and deliver best possible outcomes for victims. In doing this we aim to ensure that a wide range of organisations have the opportunity to work with us in support of the vision within the Police and Crime Plan.

2. FINANCIAL IMPLICATIONS:

- 2.1 The adoption and implementation of the new Grant Policy and Procedures will ensure the achievement of value for money and maximise the impact of the use of the OPCCN budget to deliver the OPCCN's commissioning strategy.

3. OTHER IMPLICATIONS AND RISKS:

- 3.1 The Policy and Procedures set out in this document supersede those set out in the OPCCN Commissioning Strategy, which will be updated following the PCC elections in May 2016.

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?	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?	No
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 PCC and DPCC).

Chief Executive

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

Signature:



Date

11.3.16



OFFICE OF THE POLICE & CRIME
COMMISSIONER FOR NORFOLK

Appendix A

Grant Policy and Procedures

Version: 2

Document Author: Dr Gavin Thompson

Date of adoption: 11 March 2016

Date of next review: 11 March 2017

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Definitions

‘Procedures’ – means those set out in this policy.

‘Commissioner’ – means the Police and Crime Commissioner for Norfolk.

‘Commissioner’s Monitoring Officer’ – means the Chief Executive.

‘Chief Executive’ – means the person appointed by the Commissioner to be head of the Commissioner’s staff as defined within the Police Reform and Social Responsibility Act 2011.

‘OPCCN’ – means the Office of the Police and Crime Commissioner for Norfolk.

‘Commissioning Strategy’ – the Commissioner’s strategy setting out the overall arrangements for commissioning in accordance with the budget and the priorities within the Police and Crime Plan.

‘DPA’ – means the Data Protection Act 1998 and 2003.

‘EU Procedure’ – means the set of established, detailed procedural rules which must be observed when awarding works, supplies, and services contracts which are intended to promote fair and open competition and a single European Market under The Public Contract Regulations 2006.

‘FOI’ – means The Freedom of Information Act 2000.

‘Organisation’ – means the Office of the Police and Crime Commissioner for Norfolk.

‘PCCCFO’ – means Police & Crime Commissioner’s Chief Finance Officer.

‘Total Value’ – means the anticipated total spend over the lifetime of a requirement for goods, services or works. This may include implementation costs, ongoing operational costs, and end of life disposal.

‘Value for Money’ – means the optimum combination of whole life costs and quality (or fitness for purpose) to meet the user’s requirement.

'PRSRA 2011' – means the Police Reform and Social Responsibility Act 2011.

'Norfolk Compact'- a voluntary compact between VCSE groups and public sector bodies to support collaborative working.

'VCSE' – means the voluntary, community and social enterprise sector,

"anti-social behaviour" means behaviour by a person that causes or is likely to cause harassment, alarm or distress to one or more other persons not of the same household as that person.

"crime and disorder reduction" means reduction in levels of:

- (a) crime and disorder (including anti-social behaviour and other behaviour adversely affecting the local environment)
- (b) the misuse of drugs, alcohol and other substances, and
- (c) re-offending.

1. Introduction

Welcome to the Grant Policy and Procedures of the OPCCN. This document sets out for our staff and partners the rules by which the OPCCN will award crime and disorder reduction grants and grants to help victims, witnesses and others effected by offences and anti-social behaviour. The procedures, alongside Procurement Regulations, aim to support the delivery of the Commissioning Strategy.

The Grant Policy and Procedures aim to ensure that grant awards are made in a fair, transparent and consistent manner, ensuring the highest standards of probity and accountability. They also secure that the processes that underpin decision making are robust and that the terms and conditions applied to grant agreements are appropriate to the amount of the grant award and the purpose for which it has been made. Our procedures aim to safeguard public money, supporting decisions that direct funding towards activity and interventions that will have the greatest impact on reducing crime and disorder and deliver best possible outcomes for victims. In doing this we aim to ensure that a wide range of organisations have the opportunity to work with us in support of the vision within the Police and Crime Plan.

The procedures apply to the issuing of crime and disorder reduction grants and grants to help those effected by offences and anti-social behaviour. They operate alongside the Commissioner's Procurement Regulations. They do not negate the requirement to comply with procurement regulations for the procurement of supplies, goods and services where the Commissioner receives the direct economic benefit of that supply or where the arrangements are likely to be above the thresholds of the EU procurement directive.

2. Purpose, Responsibilities and Policy

2.1 Purpose

The purpose of these procedures is to:

- support the priorities within the Police and Crime Plan and achieve value for money
- be consistent with the highest standards of integrity and ensure fairness in allocating grants
- comply with all legal requirements, particularly in relation to the EU Public Procurement Rules
- secure good governance in respect of decisions to award grants, enter into grant agreements and managing grants.

2.2 Scope of Policy and Procedures

This policy and associated procedures apply to the Police and Crime Commissioner, Deputy Police and Crime Commissioner, all OPCCN employees and third parties acting on behalf of the OPCCN.

2.3 Responsibilities

The Commissioner is responsible for all awards of grants and decisions to enter into grant agreements. All grant awards and grant agreements must be in the name of the “**The Office of the Police and Crime Commissioner for Norfolk**”.

The **Chief Executive** is responsible for ensuring that all staff of the OPCCN comply with these regulations.

The **Senior Policy and Commissioning Officer** is responsible for:

- maintaining robust and up to date procedures
- ensuring the exercise of due diligence through effective processes and procedures prior to decision making
- the overall arrangements for assurance when awarding funding, to ensure the safeguarding of public funds and the delivery of priorities within the Police and Crime Plan
- ensuring that total funding awarded through grants and grant agreements is within the amount allocated annually within the budget, and for awards across multiple years, within the amounts set out within the Commissioning Strategy
- maintaining a register of grant agreements

- meeting all reporting (internal and external) and publication requirements with regards to the award of grants and grant agreements
- ensuring that all returns are made to an appropriate standard to funders of the OPCCN, including government departments.

The Senior Policy and Commissioning Officer is supported by specialist policy officers who have specific responsibilities to support the commissioning of specialist services.

These officers and responsibilities are summarised in the table below.

Role	Responsibility
Commissioning victim's services	Senior Policy and Commissioning Officer/Commissioning and Funding Officer
Commissioning specialist victim's services including domestic abuse and sexual violence	Domestic Abuse and Sexual Violence Co-ordinator
Commissioning rehabilitation interventions and services	Head of Rehabilitation
Commissioning of mental health interventions and services	Mental Health Co-ordinator

2.3 Policy

The policy for OPCCN grant awards and agreements is that...

- The award of grants is limited to VCSE organisations or other public sector partners for the purposes of partnership working.
- All activity undertaken to develop opportunities for grant awards and grant agreements is undertaken with the primary objective of supporting the Commissioner to deliver statutory responsibilities and achieve the priorities and objectives within the Police and Crime Plan.
- Decisions to award grants and enter into grant agreements should do so to achieve best value for money, taking into account the amount of funding being committed and the outcomes that aim to be delivered from that funding.
- The process to award grants should be proportionate to the amount of the grant award and the purpose for which it is being given. Processes will achieve an appropriate balance between risk, innovation and delivery.

- The award of grants must be undertaken in a transparent, fair and consistent manner, ensuring the highest standards of probity and accountability.
- All staff involved in commissioning activities will adhere to these procedures and Procurement Regulations. Consideration will be given to circumstances where members of staff would need to be excluded where their position may be compromised.
- All commissioning activity shall comply with statutory requirements including, but not limited to, UK legislation, Directives of the European Community and relevant Government guidance.

3. Procedures for Grant Awards and Grant Agreements

3.1 Introduction

Police and Crime Commissioners have responsibility for enhancing criminal justice, community safety, reducing crime, and supporting victims. In carrying out those responsibilities the Anti-Social Behaviour, Crime and Policing Act 2014 provides Commissioners with wide powers to provide or commission services that:

- in the opinion of the Commissioner, will secure, or contribute to securing, crime and disorder reduction
- are intended by the Commissioner to help victims or witnesses of, or other persons affected by, offences and anti-social behaviour.

In arranging for the provision of these services the legislation provides that the Commissioner may make grants in connection with the arrangements. The grants may be subject to any appropriate conditions, including conditions as to repayment.

In Norfolk these grant procedures set out the arrangements for making grants and entering into agreements for the purposes of exercising those powers and responsibilities. These procedures will apply in supporting the delivery of the Commissioning Strategy other than in cases where commissioning activity is being fulfilled through the Commissioners procurement regulations.

3.2 Awarding Grants

Grant awards can be made against 4 themes set out within the Commissioning Strategy...

1. Victims and Witnesses.
2. Domestic Abuse and Sexual Violence.
3. Mental Health, Drugs and Alcohol.
4. Rehabilitation.

3.3 Regulations

The award of grants and grant agreements can only be made by the Commissioner. Officers involved in commissioning activity that is planned to be delivered through a grant award and agreement must adhere to the following regulations...

- Activity must be consistent with the approved Commissioning Strategy and programme, having regard to the commissioning principles set out within the strategy.
- All commissioning activity should be supported by policy and research that identifies the need to commission further activity or interventions prior to the development of any schemes for the award of grants.
- Grants and grant agreements may only be used where they are in accordance with legislation, including the EU procurement requirements and are not seeking to confer a direct economic benefit to the Commissioner. In any other circumstances the Commissioner's Procurement Regulations must be complied with. Where officers are unsure as to whether these procedures or the Procurement Regulations apply they must seek the advice of the Chief Executive.
- Grant awards should be made using an open process, other than for those awards that meet the criteria for exemptions to the open award process.
- An open award process is a scheme that is open to all VCSE providers and publicised through the Commissioner's website and other appropriate media. Open award processes will have a predetermined purpose or set of outcomes and an evaluation model against which funding applications can be assessed. The application process should give careful consideration to the information applicants are asked to provide. Information requirements should not be burdensome but should be sufficient to ensure that the financial standing and delivery capabilities of the applicant can be reasonably assessed.
- The issue of all grants and grant agreements must include terms and conditions appropriate to the amount of the funding and a mechanism through which outcomes can be assessed.
- Grant agreements may be issued to partners on the basis of collaborative and pooled budget arrangements that support the discharge of shared responsibilities. This includes collaborative working with local authority partners to discharge shared responsibilities for community safety and youth offending, collaborative working with health and local authority partners to discharged shared responsibilities for commissioning sexual assault services for victims and collaborative working with

probation partners to secure the enhancement of criminal justice and the commissioning of restorative justice services.

- Where partnership arrangements involve collaborative procurement undertaken on the basis of pooled budgets, the lead officer must ensure that the Commissioner's Procurement Regulations are complied with.
- The Commissioner's decision to make a grant award must be documented in writing and confirmed through the publication of a formal decision notice, following the standard decision making process of the OPCCN.
- All decision notices for grant awards must incorporate an abridged version of the Grant Agreement with the respective VCSE organisation.
- All decision notices must be signed off by the Chief Executive.

3.4 Exemptions to the Open Award Process

The Chief Executive in consultation with the Commissioner may determine exemptions to open award process under specific limited circumstances. Specifically...

- In the event that a VCSE provider experiences financial/other difficulties that places at risk the provision of services to victims and/or at risk client groups, a grant may be provided directly, without an open process, to secure continuity of service delivery either with the existing VCSE provider or an alternate VCSE provider. Direct provision of the grant may not extend beyond a 12 month timeframe.
- Direct award of funding through a grant agreement can be made where there is a statutory provider and/or where the Commissioner has specific statutory responsibilities discharged through a statutory body or partnership and/or where a group of statutory partners determine to discharge shared statutory responsibilities jointly through a board or governance structure; for example Community Safety Partnerships/SARC Board/Youth Offending Team Board.
- Direct award of funding through a grant agreement can be made to secure collaborative arrangements on the basis of pooled budgets with other public sector partners to discharge shared responsibilities where to do so secures value for money from the commissioning process in respect of outcomes and/or the efficiency of the commissioning process e.g. single tender process, economies of scale, single contract management arrangements, pooling of expertise/experience.
- The requirement for very specialist services where there are a limited number of, or sole providers

- Small grant awards under the value of £10k may be subject to direct grant award in circumstances where there is a clear business imperative to making the award. Examples could include funding of a time limited nature that would be lost to the Commissioner by following an open grant process, risk of delivery of key/specific elements of the police and crime plan, pilot/research based projects seeking to develop the capacity/capability of new providers and/or test new initiatives with a view to scheme roll out on an open award basis.

Where an exemption is required from the Open Award Process, a business case should be produced. There are two types of business case, one for providers to complete and one for OPCCN officers to complete, depending on who is putting forward the case. The business case templates and administrative processes are set out at Appendix A.

3.5 Open Grant Schemes and Evaluation Criteria

Grant schemes for open grant applications should be developed having given careful consideration to the accessibility of the scheme. Schemes should be advertised widely and as a minimum through voluntary and community sector networks and the Commissioner's website. The Commissioner's communications team should be contacted to arrange media and press release information to support the promotion of the scheme.

Schemes should be developed within an application pack that provides sufficient information to target organisations in respect of the purpose of the scheme and any criteria or specification information against which applications will be considered. Application forms should be easily online and application packs should detail contact information for further advice and/or support. Schemes should specify the evaluation criteria against which bids for funding will be considered. The criteria will be bespoke to each scheme but should include, as a minimum:

- a clear description of the proposal demonstrating how it meets the purpose of the scheme
- the quality of the submission in relation to performance measures, outcomes or outputs and how they will be monitored and reported
- the quality of the applicant's proposal against a detailed scoring and evaluation framework that supports the scheme specification or purpose
- the quality of financial information and a review of the financial standing of the bidding organisation; for small grant schemes financial standing can be assessed on the basis of submission of the statement of accounts and/or bank statement information
- relevant governance documentation including the applying organisation's constitution.

Specifications and evaluation criteria for schemes of significant value can be complex and will need to be as robust as those developed for a procurement exercise. Officers developing

schemes of significant value should seek support and input from the relevant procurement business partner.

3.6 Grant Agreement Terms and Conditions

Once a decision has been taken to award grant funding, the arrangements must be set out in writing in an offer letter. The letter must be appended with a grant agreement that sets out the terms and conditions that apply to the funding. The agreement must be sent out with the letter in duplicate. No payment of funding can be made until the agreement has been signed and returned by the party to which the offer has been made. It is the responsibility of the leading on the grant scheme and/or implementing the decision to award a grant to ensure the grant agreement has an appropriate set of terms and conditions. The following considerations must be applied...

- a) Where the agreement is being funded from government grant, the terms and conditions of funding must include the terms and conditions that the government grant is subject to. For all other funding the terms and conditions of the agreement should be proportionate the amount of the grant award and the risk/complexities of the activity being funded.
- b) Terms and conditions for open award grant schemes should be advertised alongside details of the scheme or within the scheme application form. Prior advertisement of terms and conditions will not preclude a grant offer being made with terms that are supplemental to those advertised where this is appropriate to the grant offer/scheme being funded. In these circumstances the additional terms should either be set out in the offer letter or referenced in the offer letter and highlighted in the funding agreement.
- c) These procedures contain a copy of the OPCCN standard grant agreement, which should be used for all grants awarded by the OPCCN.
- d) All grant agreements will need to describe the purpose of the funding. These are the specific reasons for the funding award and should clearly detail any requirements upon which funding is conditional, including where applicable, the scheme specification. This section of the agreement should also include information requirements, for example in respect of performance measures, outcomes and/or outputs expected to be achieved from the funding in addition to information as to how recipients of funding are expected to evidence their compliance with the agreement. This will include the frequency and format of monitoring reports and information.

- e) All grant agreements will need to set out the basis for payment of the agreed funding. Consideration must be given to the timing of funding and any evidence of expenditure or monitoring information that should be submitted prior to the release of funds. Generally grants should be paid in arrears, with evidence of expenditure. Grant agreements that are funded from government grants should provide a payment and evidence schedule that takes into account the requirement for the OPCCN to submit and draw down funds from government.
- f) Approval must be sought from the Chief Finance Officer for any exceptions to the standard provisions within these procedures for payment schedules that seek to reduce the requirements. This includes agreements that make payment in advance of expenditure or small grant schemes that pay all funding in advance.

3.7 Decisions and Transparency

Decisions to award grants and enter into grant agreements are subject to publication under the Elected Local Policing bodies (Specified Information) Order. This includes a requirement to publish grant agreements. Grant schemes and offer letters should make these requirements clear to applicants and/or partners and provide an opportunity for either party to clearly identify any information that may be classed as confidential and subject to redaction. Any decision to redact is made by the Commissioner and advice should be sought from the monitoring officer where there appears to be a conflict between compliance with information requirements and confidentiality.

Once a decision has been made to award a crime and disorder reduction grant and the proceeding grant agreement has been devised and signed by the provider/s, a decision notice must be produced, summarising the terms of the agreement, signed by the PCC/DPCC and published on the OPCCN website. An abridged version of the grant agreement (as set out at Appendix C) must be appended to the decision notice. The signing of the grant agreement and decision notice must take place simultaneously as it is at this point the decision is made and the grant is formally awarded.

The responsibility for producing both the grant agreement and associated decision notice lies with the appropriate commissioning officer from the Policy and Commissioning Team.

Once developed, all Grant Agreements and decision notices should be subject to the following approval and publication process...

Grant Agreement	Decision Notice
<ul style="list-style-type: none"> - Commissioning officer to complete grant agreement and forward with decision notice to Senior Policy and Commissioning Officer for approval and Commissioning and Funding Officer to process. 	<ul style="list-style-type: none"> - Commissioning officer to complete decision notice and forward with grant agreement to Senior Policy and Commissioning Officer for approval and Commissioning and Funding Officer to process.
<ul style="list-style-type: none"> - Senior Policy and Commissioning Officer approves grant agreement and authorises progression to next stage – via communication to commissioning officer and the Commissioning and Funding Officer 	<ul style="list-style-type: none"> - Senior Policy and Commissioning Officer approves grant agreement and authorises progression to next stage - via communication to commissioning officer and the Commissioning and Funding Officer
<ul style="list-style-type: none"> - Commissioning and Funding Officer updates the OPCCN Commissioning Tool and forwards to Business Support/CFO for approval and document sign off 	<ul style="list-style-type: none"> - Commissioning and Funding Officer updates the OPCCN Commissioning Tool and forwards to Business Support/CEO/PCC for approval and document sign off
<ul style="list-style-type: none"> - Business support manage the sign off process, publish the grant agreement with the decision notice on the OPCCN website, and inform the Commissioning and Funding Officer of publication 	<ul style="list-style-type: none"> - Business support manage the sign off process, publish the decision notice with the grant agreement on the OPCCN website, and inform the Commissioning and Funding Officer of publication.
<ul style="list-style-type: none"> - Business support raise a purchase order and advise the commissioning officer 	
<ul style="list-style-type: none"> - Commissioning officer to notify formally the awardee that the agreement is now in place and where relevant instruct them to issue the first invoice 	

3.8 Payment of Grants

The size, frequency and dates of payments for all OPCCN grants are set when devising grant agreements. This information is then published in the final version of the grant agreement, which is published on the OPCCN website.

Decisions on the size, frequency and dates of payments should be based on the following criteria and assessed on a case by case basis, with the twin aims of ensuring the successful delivery of the aims of the grant and minimising risk to the OPCCN...

- The size of the grant.
- The length of the funding period.
- The legal status of the organisation being funded.
- The provider organisation's ability to commence and resource the project for a fixed period of time before the first instalment of the grant is paid.
- The intervals required to measure effectively performance on delivery of the grant agreement.
- The financial risks associated with non-delivery of the terms and conditions of grant agreement.

The default position should always be payment in arrears based on satisfactory performance, but is recognised that this is not always feasible, particularly when funding small VCSE organisations with limited financial reserves. Any agreement to pay in advance must be approved by the OPCCCFO and all future payments (where applicable) should be based on satisfactory performance reporting (see section 3.9).

There must be a clear separation of responsibilities in the payment process between the commissioning officer and the Business Support Team, which is responsible for processing orders and payments at the OPCCN, to achieve an adequate level of control.

Once a grant agreement and decision notice have been developed and processed (see 3.7), a purchase order should be raised by Business Support. At this stage, if the first payment of the grant is in advance, the commissioning officer should instruct the awardee to raise an invoice for payment.

If the first payment is not in advance, the commissioning officer must inform the awardee of the payment process, which is based on satisfactory performance in the payment period, assessed against the performance criteria set out in the grant agreement.

Based on the reporting schedule set out in the grant agreement, the commissioning officer will request a performance report for the period using the standard reporting template (except where an alternative format has been agreed – see section 3.9), assess and validate the return and complete Part B of the form. In doing so, the commissioning officer will determine whether satisfactory performance has been achieved and recommend to:

- Business Support that a retrospective or future payment can be made
- the provider, that payment will be made, a condition must be met before a payment can be made, or that payment is being withheld subject to the terms and agreement.

3.9 Monitoring of Grants

During the formulation stage of a grant agreement, the appropriate performance measures are devised, including the appropriate measurement methods. In addition, the reporting schedule is set.

During the lifetime of the grant, the recipient is responsible for making returns to the OPCCN using the standard monitoring form (see Appendix D). This form should be used for all grants, except where alternative reporting arrangements have been agreed, for example when performance is being reported through an existing framework that satisfies the requirements of the OPCCN.

For all grant monitoring returns (using the standard OPCCN Grant Monitoring Form or an agreed alternative), an OPCCN Grant Monitoring form Part B must be completed by the appropriate commissioning officer to validate the information in the report and assess whether the terms and conditions of the grant agreement are being met.

Where payment of a grant, either in retrospect for or in advance of the delivery of the services set out in the grant agreement, is dependent upon satisfactory performance, it is at this stage that an assessment is undertaken and a decision is made on releasing further funding.

If performance is not satisfactory and the terms and conditions of the grant are not being met, commissioning officers should follow the dispute resolution process set out in the standard OPCCN grant agreement – see Appendix C.

Appendix A: Grant Business Cases and Processes

PCC GRANT APPLICATION (general)

(Please note – no hand written forms will be accepted)

Name of Organisation			
Postal Address (inc postcode)			
Phone No	Office	Mob	
Email Address			
Website Address			
Name of Main Contact			
Job Title			
Type of Organisation	Not for Profit Organisation		<input type="checkbox"/>
	Community Interest Company		<input type="checkbox"/>
	Charity		<input type="checkbox"/>
	Registered Charity No:		
	Social Enterprise		<input type="checkbox"/>
	Community Group		<input type="checkbox"/>
	Incorporated Association		<input type="checkbox"/>
	Other		
When was your Organisation Set up?	Month	Year	

<p>Please Provide a summary of your organisation including the main activities, objectives and area which you cover <i>(No more than 300 words)</i></p>		
<p>How many people are involved in running your organisation?</p>	<p>How many people are on your management committee?</p>	
	<p>How many full time staff do you have?</p>	
	<p>How many part time staff do you have?</p>	
	<p>How many volunteers do you have?</p>	
PARTNERSHIPS AND SUPPORTING STRATEGIES		
<p>Which of the PCC's Commissioning themes does your business case support?</p>	<p>Supporting Victims and Witnesses</p>	<input type="checkbox"/>
	<p>Domestic Abuse and Sexual Violence</p>	<input type="checkbox"/>
	<p>Rehabilitation of Offenders</p>	<input type="checkbox"/>
	<p>Mental Health, Drugs and Alcohol</p>	<input type="checkbox"/>
	<p>Support/reduce demand on Criminal Justice Agencies</p>	<input type="checkbox"/>
	<p>Support/reduce demand on front line Policing</p>	<input type="checkbox"/>
PARTNERSHIPS AND SUPPORTING STRATEGIES		
<p>Please state which partnerships, multi-agency bodies, or other community groups you are working with</p>		
<p>Please state what strategic plans your project/service supports <i>(nationally/locally)</i></p>		

Demand on Policing/Criminal Justice Agencies - How does your project/service reduce the demand on the Police/Criminal Justice or support these Agencies? <i>(No more than 300 words)</i>	
--	--

Please state how Social Value can be demonstrated as set out in the Social Value Act 2012 (if applicable – for bids over £172K)	
--	--

ABOUT YOUR PROJECT

Name of your Project	
-----------------------------	--

Is your project a new project/service, trial project/service, continuation of project/service or to support core costs?	New Project/Service	<input type="checkbox"/>	Trial/Pilot Project/Service	<input type="checkbox"/>
	Continuation of Project/Service	<input type="checkbox"/>	Support Core Activity/Costs	<input type="checkbox"/>

Please provide a summary for your proposed project/service/core activity for which you are requesting funding? <i>(No more than 300 words)</i>	
--	--

Project start date/ end date <i>(estimated if project not started)</i>	Start		End	
--	--------------	--	------------	--

IDENTIFYING THE NEED

What research have you carried out (what is the evidence base and cause) to identify this need and who have you consulted with?

e.g. key stakeholders, community, public engagement, other not for profit/community groups *(No more than 500 words)*

Please set out why your organisation is best placed to address/deliver this project/service and what impact it will have on the target group?

e.g. track record, specialism, partnerships, sole provider. *(No more than 300 words)*

Please provide evidence that users of the service are involved in the developing and delivering of the project. (co-production)

(No more than 300 words)

INDICATORS

List target group and number of beneficiaries

e.g. Ex-Offenders, Mental Health, Young People, Victims of Domestic Abuse or Sexual Violence, Minority Groups, Vulnerable people or Groups with Protected Characteristics (as referred to in the Equality Act 2010)

Activity

Target Group

No Of Beneficiaries

Locations Benefitted

(Towns/Postcodes)

Activity

Towns/Postcode

Key Deliverables <i>(Major components of project/quantifiable goods or services that will be provided upon completion of project/service)</i>	List Key Deliverables <i>(These need to be SMART – Specific, Measurable, Attainable, Relevant and Timely)</i>	How will you Measure these?	When will these be delivered by?

Outputs <i>(To deliver, produce, broadcast or supply something)</i>	List Outputs <i>(These need to be SMART – Specific, Measurable, Attainable, Relevant and Timely)</i>	How will you measure these?	When will these be delivered by?

KPI's (Key performance indicators) <i>(These can be a mix of quantitative i.e. number based or qualitative i.e. descriptive and are realistic and relative for which you will measure, monitor and evaluate change)</i>	List KPI's <i>(These need to be SMART – Specific, Measurable, Attainable, Relevant and Timely)</i>	How will you measure these?	When will these be delivered by?
	Compulsory: Number of beneficiaries		
	Compulsory: Cost Per Beneficiary	£	

Outcomes <i>(These are products, services or a facility that result from your output)</i>	List Outcomes <i>(These need to be SMART – Specific, Measurable, Attainable, Relevant and Timely)</i>	How will you measure these?	When will these be delivered by?

FINANCIAL INFORMATION Total Amount of Funds Requested	
For 2015/16:	£
For 2016/17:	£
For 2017/18:	£
TOTAL:	£

FINANCIAL BREAK DOWN FOR Overall Costs in 2015/16		
Breakdown:	Total Amount	Capital/Revenue
e.g. 1 x Support Worker (30hrs P/W)	£20,000	Revenue
	£	
	£	
TOTAL OVERALL COSTS	£	

FINANCIAL BREAK DOWN FOR

Overall Costs in 2016/17

Breakdown:	Amount	Capital/Revenue
	£	
	£	
	£	
TOTAL OVERALL COSTS	£	

FINANCIAL BREAK DOWN FOR

Overall Costs in 2017/18

Breakdown:	Amount	Capital/Revenue
	£	
	£	
TOTAL OVERALL COSTS	£	

DETAILS OF MATCH FUNDING

(if you have been granted, applied for or going to submit an application for additional funding to support your project/service)

Name of Fund/Purpose of Fund	Confirmed £	Awaiting Decision £	To Submit £

EVALUATION & EXIT STRATEGY

<p>How will you evaluate your project when it has finished? <i>e.g. will evaluation be carried out internally or externally? (No more than 300 words)</i></p>	
<p>How will you ensure this project is sustainable after this funding has ceased – if applicable? <i>(No more than 300 words)</i></p>	
<p>Exit strategy - How will you close the project to minimise possible negative impact on those using it? (No more than 300 words)</p>	

ORGANISATION POLICIES, PROCEDURES AND DOCUMENTS

(Please provide the following documents with your application and mark what is attached)

Governing Documents and Financial Information	
Your organisations rules, constitution or governing document	<input type="checkbox"/>
Your organisations latest annual accounts	<input type="checkbox"/>

Your Organisation's Policies				
Equal Opportunity Policy				<input type="checkbox"/>
Child Protection and/or Vulnerable Persons Policy				<input type="checkbox"/>
Health and Safety Policy				<input type="checkbox"/>
Management Information Policy or equivalent that sets out how the organisation complies with the Data Protection Act 1998				<input type="checkbox"/>
Criminal Records Bureau (CRB) /Disclosure and Barring Service (DBS) – please confirm that all people who have access to children have been cleared.	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>

Insurance Information

(please tick all that are in place for your organisation)

Employer's Liability Insurance	<input type="checkbox"/>	Value of Policy	£
Public Liability Insurance	<input type="checkbox"/>	Value of Policy	£
Professional Liability Insurance	<input type="checkbox"/>	Value of Policy	£
Insurance to cover Volunteers	<input type="checkbox"/>	Value of Policy	£

BANK ACCOUNT DETAILS

*If your application is successful we will make the grant payment directly into your group's account by BACS.
Please enter the details of your bank/building society account below.*

Name of Bank Account			
Bank/Building Society Name			
Bank/Building Society Address			
VAT Registration No			
Company Registration No			
Sort Code		Account Number	
How many signatories are needed to authorise cheques from your bank account?			

SIGNATORIES

Please provide details of authorised cheque signatories for your bank account

Name of Signatory	Role (e.g. Chair, Treasurer, Committee Member)

Data Protection

If you have applied for, or hold a grant with us, then we will use the information you give us during assessment and during the life of your grant (if awarded) to administer and analyse grants and for our own research purposes.

We may give copies of all or some of this information to individuals and organisations we consult when assessing applications, administering the programme, monitoring grants, commissioning or co-commissioning and evaluating funding processes and impacts. These organisations may include accountants, external evaluators and other organisations or groups involved in delivering the project.

We may share information with organisations and individuals with a legitimate interest in grants, commissioning or co-commissioning or specific funding programmes. We have a duty to protect public funds and for that reason we may also share information with other government departments, organisations providing matched funding or for the prevention and detection of crime.

We might use personal information provided by you in order to conduct appropriate identity checks. Personal information that you provide may be disclosed to a credit reference or fraud investigation agency, which may keep a record of that information.

If you provide false or inaccurate information in your application at any point in the life of any funding/commissioning we award you and fraud is identified, we will provide details to fraud prevention agencies, to prevent fraud and money laundering.

We might use the data you provide for research purposes. We recognise the need to maintain the confidentiality of vulnerable groups and their details will not be made public in any way, except as required by law.

We will publish information of all successful grant allocations on the Police and Crime Commissioner's Website (www.norfolk-pcc.gov.uk) in line with our transparency obligations.

Freedom of Information Act

The Freedom of Information Act 2000 gives members of the public the right to request any information that we hold. This includes information received from third parties, such as, although not limited to grant applicants, grant holders, contractors and people making a complaint.

If information is requested under the Freedom of Information Act we will release it, subject to exemptions, although we may choose to consult with you first. Your signatures on this form confirm that you understand our obligations under the Data Protection Act 1998 and the Freedom of Information Act 2000, and that you accept that as long as our actions conform to the relevant law we will not be liable for any loss or damage that you suffer as a result of us fulfilling our obligations.

DECLARATION

1. I am authorised to make the application on behalf of the above organisation.
2. I certify that the information in this application is correct.
3. If the information in the application changes in any way I will inform The OPCCN immediately.
4. I give permission for OPCCN record the information in this form electronically and to contact my organisation by phone, mail or email with information about its activities and about funding opportunities.
5. I agree to participate in monitoring, auditing and evaluation related to these funds

Please tick the box here to confirm acceptance of these conditions.

Name	
Position	
Date	
Signed	

Please return this form by email to opccngrants@norfolk.pnn.police.uk

PCC GRANT BUSINESS CASE

(Co-ordinators/Police/Police Staff)

(Please note – no hand written forms will be accepted)

PART A (to be completed by Co-ordinators/Police/Police Staff)

OPCCN THEMES

Which of the PCC's Commissioning themes does your business case support?	Supporting Victims and Witnesses	<input type="checkbox"/>	Domestic Abuse and Sexual Violence	<input type="checkbox"/>
	Rehabilitation of Offenders	<input type="checkbox"/>	Mental Health, Drugs and Alcohol	<input type="checkbox"/>
	Supporting Police/Criminal Justice Agencies	<input type="checkbox"/>	Reducing demand on Frontline Policing/Criminal Justice Agencies	<input type="checkbox"/>
Co-ordinators/Officers/Police Staff's Name				
Extension Number				
Proposed Partner/s				

PROJECT DETAILS

Name of Project				
Is this project a new project/service, trial project/service, continuation of project/service or to support core costs?	New Project/Service	<input type="checkbox"/>	Trial/Pilot Project/Service	<input type="checkbox"/>
	Continuation of Project/Service	<input type="checkbox"/>	Support Core Activity/Costs	<input type="checkbox"/>
Please provide a summary for proposed project/service/core activity for which funding is requested? <i>(No more than 300 words)</i>				
Project start date/ end date <i>(estimated if project not started)</i>	Start		End	

NEEDS ASSESSMENT

<p>What research/assessment of need exists, who commissioned/carried out the research and what are the main issues/gaps? <i>(No more than 300 words)</i></p>	
<p>How should this need be met, why and at what level? <i>(No more than 300 words)</i></p>	
<p>What client base will this project/service be aimed at and how will they be engaged with? Please provide evidence that users of the service are involved in the developing and delivering of the project. (co-production) <i>(No more than 300 words)</i></p>	
<p>How can you demonstrate that your project addresses the particular needs or under-represented groups? (e.g. disabled people, BAME communities, LGBT people or Groups with “Protected Characteristics”) <i>(No more than 300 words)</i></p>	
<p>Are there other organisations running comparable/similar projects and who are they?</p>	
<p>Why have you named the ‘Proposed Partner’ above and why are they best placed to deliver this project/service, what impact will this project/service have on the target group? <i>(No more than 300 words)</i></p>	
<p>What are the risks if funding is not granted? <i>(No more than 300 words)</i></p>	

PARTNERSHIPS AND SUPPORTING STRATEGIES

<p>Please state which partnerships, multi-agency bodies, or other community groups this project would be working with? (if applicable)</p>	
<p>Please state what strategic plans this project/service supports (<i>nationally/locally</i>)</p>	
<p>How does your project/service reduce demand on Policing/Criminal Justice Agencies or Support Policing or Criminal Justice Agencies <i>(No more than 300 words)</i></p>	
<p>How will this project meet/contribute to the outcomes as listed in the PCC's Police and Crime Plan? <i>(no more than 300 words)</i></p>	

INDICATORS

List target group and number of beneficiaries <small>e.g. Ex-Offenders, Mental Health, Young People, Victims of Domestic Abuse or Sexual Violence, Minority Groups, Vulnerable people or Groups with Protected Characteristics (as referred to in the Equality Act 2010)</small>	Activity	Target Group	No Of Beneficiaries
Locations Benefitted <small>(Towns/Postcodes)</small>	Activity	Towns/ Postcode	

Outcomes <i>(These are products, services or a facility that result from your output)</i>	List Outcomes <i>(These need to be SMART – Specific, Measurable, Attainable, Relevant and Timely)</i>	How will you measure these?	When will these be delivered by?

FINANCIAL INFORMATION
Total Amount of Funds Requested

For 2015/16:	£
For 2016/17:	£
For 2017/18:	£
TOTAL:	£

EVALUATION & EXIT STRATEGY

<p>Over view: How will the project/service be evaluated your when it has finished and what methods will be used?</p> <p>How will the project/service be sustained after funding has ceased? (if applicable)</p> <p>Exit Strategy: How will the project/service be closed (if necessary) to minimise possible negative impact on service users?</p>	
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OFFICE OF THE POLICE & CRIME COMMISSIONER FOR NORFOLK

UNSOLICITED BUSINESS CASE PROCESS CHART

- Applicant applies through PCC's Website
- Select +Spend tab, and then Commissioning
- Download Business Case (BC - blue form)

- Applicant completes Business Case (BC)
- Applicant submits BC through email to:
OPCCNGrants@norfolk.pnn.police.uk

- Application logged and acknowledged
- Application distributed to SP&CO and Co-ordinators for evaluation and recommendations

All recommendations sent to PCC/DPCC for consideration

PCC AGREES
Offer made to
Applicant

PCC REJECTS
Applicant Advised
Feedback given

Applicant Accepts
Offer

Grant Terms and
Conditions
Issued/Signed by
both Parties

Grant Processed
1st Stage Payment
Issued

List of Abbreviations and Colour Codes

SP&CO: Senior Policy and Commissioning
Officer

PCC: Police and Crime Commissioner

DPCC: Deputy Police and Crime Commissioner

Action by PCC's Office

Action by Applicant

Action by PCC & Applicant



**CO-ORDINATOR/POLICE/ POLICE STAFF/PARTNERS
BUSINESS CASE PROCESS CHART**

- Direct to PCC's Website
- Select +Spend tab and then Commissioning
- Download Part A – Co-ordinator/Police/Police Staff/Partners Business Case (orange form)

- Co-ordinator/Police/Police Staff/Partner to complete Part A
- Submits to OPCCNGrants@norfolk.pnn.police.uk

- Application Logged and acknowledged
- Application distributed to SP&CO and Co-ordinators for evaluation and first stage recommendations

If "YES" to First Stage
Business Case Proceeds to Second Stage
C&FO to send Part B of Business Case to Delivery Partner

If "NO" to First Stage
Co-ordinator/Police/Police Staff/Partners given feedback
Option for re-submission?

- Delivery Partner completes Part B
- Delivery Partner Submits to:
OPCCNGrants@norfolk.pnn.police.uk

- Application logged /acknowledged
- Application distributed to SP&CO and Co-ordinators for evaluation and recommendations

All recommendation sent to PCC/DPCC for consideration

PCC AGREES
Co-ordinator etc. notified
Offer made to Applicant

PCC REJECTS
Applicant Advised
Feedback given

Applicant Accepts Offer

Grant Terms and Conditions
Issued/Signed by both Parties

Grant Processed
1st Stage Payment Issued

List of Abbreviations and Colour Codes

SP&CO: Senior Policy and Commissioning Officer

C&FO: Commissioning and Funding Officer

PCC: Police and Crime Commissioner

DPCC: Deputy Police and Crime Commissioner

Action by PCC's Office

Action by PCC &
Applicant

Action by Co-ordinator or Applicant

Appendix B: OPCCN Grant Monitoring Form

GRANT MONITORING REPORT

Please note – no hand written forms will be accepted.

Part A to be completed by Organisation and Part B to be completed by OPCCN

PART A (Part A to be completed by organisation)			
Project Name			
Review Period	From		To
Project Start/End Date	From		To

Name of Organisation			
Postal Address (inc postcode)			
Phone No	Work		Mob
Email Address			
Website Address			
Name of Main Contact:			
Job Title			

OPCCN Commissioning Theme (tick box where your project falls)	Supporting Victims and Witnesses	<input type="checkbox"/>	Rehabilitation of Offenders	<input type="checkbox"/>
	Domestic Abuse and Sexual Violence	<input type="checkbox"/>	Mental Health, Drugs and Alcohol	<input type="checkbox"/>
	Support/reduce demand on Criminal Justice Agencies	<input type="checkbox"/>	Support/reduce demand on Front Line Policing	<input type="checkbox"/>

Total Grant Awarded	£0.00					
Breakdown of Grant Awarded	Yr1	£0.00	Yr2	£0.00	Yr3	£0.00
Award conditions (if applicable)						

Overall Progress of Project (No more than 500 words)	
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Key Deliverables
 (please use details given in your original application)

List Key Deliverables	How did you Measure these?	Delivery Date?	Was Delivery Met? Y/N
1. If delivery has not been met, how will you achieve this and by when?			
2. If delivery has not been met, how will you achieve this and by when?			
3. If delivery has not been met, how will you achieve this and by when?			
4. If delivery has not been met, how will you achieve this and by when?			

Outputs

(please use details given in your original application)

List Outputs	How did you Measure these?	Delivery Date?	Was Delivery Met? Y/N
1. If delivery has not been met, how will you achieve this and by when?			
2. If delivery has not been met, how will you achieve this and by when?			
3. If delivery has not been met, how will you achieve this and by when?			
4. If delivery has not been met, how will you achieve this and by when?			
5. If delivery has not been met, how will you achieve this and by when?			

Key Performance Indicators

(please use details given in your original application)

List Key Performance Indicators	How did you Measure these?	Delivery Date?	Was Delivery Met? Y/N
1. If delivery has not been met, how will you achieve this and by when?			
2. If delivery has not been met, how will you achieve this and by when?			
3. If delivery has not been met, how will you achieve this and by when?			
4. If delivery has not been met, how will you achieve this and by when?			
5. If delivery has not been met, how will you achieve this and by when?			

Outcomes

(please use details given in your original application)

List Outcomes	How did you Measure these?	Delivery Date?	Was Delivery Met? Y/N
1. If delivery has not been met, how will you achieve this and by when?			
2. If delivery has not been met, how will you achieve this and by when?			
3. If delivery has not been met, how will you achieve this and by when?			
4. If delivery has not been met, how will you achieve this and by when?			
5. If delivery has not been met, how will you achieve this and by when?			

Project Activity Spend

Breakdown of grant expenditure to date (only items over £500)

Year 20	Qtr	Planned £	Actual £	Over/Under £	Reason for over/underspend and plans to redress
		0.00	0.00	0.00	
		0.00	0.00	0.00	

How are you developing and maintaining relationships with other partners, the Police and the Police and Crime Commissioner?	
Are there any risks that you would like to highlight?	
How are/will you work towards the future sustainability of the project/service/organisations? <i>(if applicable)</i>	

DECLARATION

From Completed By (Print)	
Position	
Signature	
Date	

Part B to be completed by OPCCN

MONITORING VALIDATION

Carried out by		Date:	
Method e.g. Visit to organisation, telephone interview, Desktop review, Interview with Service Users, other etc...			
Key Deliverables, Outputs, KPI's and Outcomes <i>Have the activities planned for this quarter been successfully carried out? If not what planned interventions have been agreed and what is the delivery date?</i>			
Progress on project <i>What are the chances of the project reaching all its objectives?</i>			
Budget <i>Is the budget on track? Is there risk of over/underspend? What interventions will be put in place to address over/underspend What is the agreed delivery date?</i>			
Lessons Learned and Best Practices			
Risks/ Concerns <i>Risks that need to be taken into consideration or monitored. Concerns regarding the successful delivery of services or achievements of outcomes and goals</i>			
Comments			

Approved for Next Payment?	Yes/No Reason if No?
Key Communication Message?	
Payment Released/Instruction to Finance	Date: By Whom:
Next Review Date	

Information for possible Extension of Project/Service

Should the Project/Service be extended? (if applicable)	
Reason <i>(if applicable)</i>	
Approximate Cost <i>(if applicable)</i>	

Grant Agreement

Police and Crime Commissioner for Norfolk

AND

INSERT NAME

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

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 xxxx to xxxxx
 - 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 £xxxxxx
 - 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 First half, Year 1 payment paid up front (invoice will be required), then paid six monthly upon 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, Key Performance Indicators, 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

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.

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:-

Insert Name of Organisation, Address, telephone number and email details

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

INSERT RECIPIENT NAME 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:	
Name:	
Date:	
Position:	

Signed on behalf of the Commissioner:

Signature:	
Name:	
Date:	
Position:	

Date of issue of Grant Agreement: **INSERT DATE**

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)

Insert Name of Recipient

- a) **Purpose/Key Deliverables**
Insert.
- b) **Outputs (lift from application form)**
Insert
- c) **KPI's (lift from application form)**
Insert
- d) **Outcomes (lift from application form)**
Insert
- e) **Financial Information (up to three year period) (lift from application form)**
Insert
- f) **Financial Breakdown of budget for up to three years (lift from application form)**
Insert
- g) **Received Match funding for project/service (lift from application form)**
Insert

h) **Reporting**

Quarterly reports will be required and these should be provided by dates as below:

	Year 1 20xx	Year 2 20xx	Year 3 20xx
Qtr 1 Dates	Insert	Insert	Insert
Qtr 2 Dates	Insert	Insert	Insert
Qtr 3 Dates	Insert	Insert	Insert
Qtr 4 Dates	Insert	Insert	Insert

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 **Insert**) 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 20xx	Year 2 20xx	Year 3 20xx
Dates Qtr 1	Please add/amend as appropriate		
Dates Qtr 2			
Dates Qtr 3			
Dates Qtr 4			

Process for Requesting Payment

Payments will be made **quarterly/half year** in advance, and an invoice must be submitted for each advance. 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.

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
Building 8
Jubilee House
Falconers Chase
Wymondham
Norfolk
NR18 0WW