



OFFICE OF THE POLICE & CRIME COMMISSIONER FOR NORFOLK

ORIGINATOR:

Domestic Abuse and Sexual Violence Co-ordinator

DECISION NO. 2016/18

REASON FOR SUBMISSION: For Decision

SUBMITTED TO: Police and Crime Commissioner (PCC).

SUBJECT:

Leeway Domestic Violence and Abuse Services – Independent Sexual Violence Advisory (ISVA) Service for Norfolk.

SUMMARY:

The provision of ISVA services for victims and survivors of domestic abuse in Norfolk have been recognised as essential in the delivery of specialist support for victims who have been exposed to sexual violence and abuse, including historic sexual abuse.

The PCC has, on behalf of the Harbour Centre, identified the preferred provider to deliver the countywide ISVA service to 31st March 2019 and will be responsible for monitoring the service for performance and quality.

Following completion of the process The preferred provider was determined to be Leeway Domestic Violence and Abuse Services. In order to deliver the service at an appropriate level according to current and predicted demand the following funding should be made available to Leeway:

2016/2017: £83,145.16

2017/2018: £84,190.04

2018/2019: £93,601.67

RECOMMENDATION:

That the PCC for Norfolk, endorses the Grant of appropriate funding as set out above, to Leeway Domestic Violence and Abuse Services; This grant to be for the delivery of service to 31st March 2019.

OUTCOME/APPROVAL BY: PCC

The above request has my approval

Signature

A. W. Bell

Date 24 March 2016

DETAIL OF THE SUBMISSION

1. KEY ISSUES FOR CONSIDERATION:

- 1.1 Section 9 of the Police Reform and Social Responsibility Act 2011 sets out that a Police and Crime Commissioner (PCC) may make a Crime and Disorder Reduction Grant to any person. A Crime and Disorder Reduction Grant is a grant, which in the opinion of the PCC, will secure, or contribute to securing, crime and disorder reduction in the PCC's Local Policing Area. The PCC may make the Crime and Disorder Reduction Grant, subject to any conditions, which the PCC thinks appropriate. The PCC's Crime and Disorder Reduction Objectives are set out within the Police and Crime Plan.
- 1.2 In this case the PCC is acting on behalf of the Harbour Centre in securing the delivery of ISVA services for Norfolk to 31 March 2019. The PCC identified that in order to deliver the correct service level to victims over an extended period it was necessary to undertake a competitive grant process. This enabled the market place to be tested and a preferred provider identified.
- 1.3 This paper relates to the delivery of the ISVA service for a period 3 years, dependent upon satisfactory performance as defined within the term of the applicable Grant Agreement.
- 1.4 The extending of the funding for Norfolk ISVA services until 31 March 2019 will enable continuity of service provision.

2. FINANCIAL IMPLICATIONS:

- 2.1 In accordance with the terms of the grant agreement, subject to the satisfaction of the Commissioner and the SARC Board, and following receipt of an appropriate invoice for services together with a service delivery report. The service will be funded by quarterly payments (In advance) to the provider.

3. OTHER IMPLICATIONS AND RISKS:

None.

ORIGINATOR CHECKLIST (MUST BE COMPLETED)	PLEASE STATE 'YES' OR 'NO'
Has legal advice been sought on this submission?	Yes
Has the PCC's Chief Finance Officer been consulted?	Yes
Have equality, diversity and human rights implications been considered including equality analysis, as appropriate?	Yes
Have human resource implications been considered?	Yes
Is the recommendation consistent with the objectives in the Police and Crime Plan?	Yes
Has consultation been undertaken with people or agencies likely to be affected by the recommendation?	Yes
Has communications advice been sought on areas of likely media interest and how they might be managed?	Yes
In relation to the above, have all relevant issues been highlighted in the 'other implications and risks' section of the submission?	Yes

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 24 MARCH 2016

OFFICE OF THE POLICE & CRIME
COMMISSIONER FOR NORFOLK

THIS GRANT AGREEMENT made the _____ day of January 2016.

BETWEEN

(1) *The Office of the Police and Crime Commissioner for Norfolk, of Jubilee House, Building 8, Falconers Chase, Wymondham, Norfolk NR18 0WW*

(2) *Leeway Domestic Violence and Abuse Services ("the Service Provider") whose registered office is at PO Box Leeway, City Hall, Norwich NR2 1NH*

WITNESSETH that:-

1. *The parties have agreed to enter into a Grant Agreement ("the Agreement") as hereinafter appearing.*
2. *The Service provider will supply and the Police and Crime Commissioner for Norfolk will commission the Services as described in and on the terms set out herein.*
3. *The following documents shall form part of and be read and construed as part of this Grant Agreement:-*
 - i) *The General Terms and Conditions of the Grant which is attached hereto;*
 - ii) *Service Specification at Annex 1, which is attached hereto;*
 - iii) *Grant Allocation Funding breakdown Annex 2, which is attached hereto;*

IN WITNESS whereof the parties hereto have hereunto set their respective signature the day and year first above written.

Signed: _____

Name: JOHN HUMMERSONE

A duly authorised officer of the Police & Crime Commissioner for Norfolk

Dated:

Signed: _____

Name: J.H. SMITH

A duly authorised officer of Leeway Domestic Violence and Abuse Services

Dated:

NOT PROTECTIVELY MARKED



OFFICE OF THE POLICE & CRIME
COMMISSIONER FOR NORFOLK

Grant Agreement

For an

**Independent Sexual Violence Advisory
Service
(ISVA) for**

The County of Norfolk



OFFICE OF THE POLICE & CRIME
COMMISSIONER FOR NORFOLK

OFFICE OF THE POLICE AND CRIME COMMISSIONER FOR NORFOLK
GENERAL TERMS AND CONDITIONS FOR GRANT ALLOCATIONS

FOR

ISVA SERVICES

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PART 1- GENERAL PROVISIONS

1 Definitions and Interpretations

1.1 In the Grant Agreement, (unless the context otherwise), requires the following terms shall have the meanings given to them below:

“Approval” and “Approved” means the written consent of the Service Manager.

“Commissioner” means the Police and Crime Commissioner for Norfolk.

“Commissioner Property” means any property, other than real property, issued or made available to the Service Provider by the Commissioner in connection with the Agreement

“Commencement Date” means the date agreed by the Commissioner and the Service Provider to start any works that are required to perform the Service Providers obligations under the Grant Agreement..

“Commercially Sensitive Information” means the subset of Confidential Information listed in the Commercially Sensitive Information Schedule comprised of information:

(a) which is provided by the Service Provider to the Commissioner in confidence for the period set out in that Schedule; and/or

(b) that constitutes a trade secret.

“Commercially Sensitive Information Schedule” means the Schedule containing a list of the Commercially Sensitive Information.

“Confidential Information” means any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information which relates to the business, affairs, properties, assets, trading practices, Services, developments, trade secrets, Intellectual Property Rights, know-how, personnel, customers and suppliers of either Party, [all personal data and sensitive personal data within the meaning of the Data Protection Act 1998] and the Commercially Sensitive Information.

“Service Manager” means the person for the time being appointed by the Commissioner as being authorised to administer the Agreement on behalf of the Commissioner or such person as may be nominated by the Service Manager to act on their behalf.

“Agreement Period” means the period from the Commencement Date to the expiry date or such earlier date of termination or partial termination of the agreement in accordance with clause 2.1 of the Agreement

“Contracting Authority” means any contracting authority as defined in Regulation 3 of the Public Contracts Regulations 2006 other than the Commissioner.

“Default” means any breach of the obligations of either Party (including but not limited to fundamental breach or breach of a fundamental term) or any default, act, omission, negligence or statement of either Party, its employees, agents or sub-Contractors in connection with or in relation to the subject matter of the Agreement and in respect of which such Party is liable to the other.

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"Equipment" means the Service Providers equipment, plant, materials, and such other items supplied and used by the Service Provider in the performance of its obligations under the Agreement.

"Environmental Information Regulations" means the Environmental Information Regulations 2004.

"Extension" means the extension of the duration of the Agreement agreed in accordance with clause 48.

"FOIA" means the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such legislation.

"General Change in Law" means a change in Law which comes into effect after the Commencement Date, where the change is of a general legislative nature (including taxation or duties of any sort affecting the Service Provider) or which would affect or relate to a comparable supply of services of the same or a similar nature to the supply of the Services.

"Grant" an allocation of funds to provide a service from which individuals will derive a direct benefit.

"Grant Agreement" means this agreement between the Commissioner and the Service provider consisting of these clauses and any attached Schedules, the Grant application and any other documents (or parts thereof) specified by the Commissioner.

"Grant Application" means an application by Service Providers to undertake the Services as specified by the Commissioner.

"Grant Schedule" means the Schedule containing details of the Grant.

"ISVA" means Independent Independent Sexual Violence Advisor.

"Information" has the meaning given under section 84 of the Freedom of Information Act 2000.

"Intellectual Property Rights" means patents, inventions, trade marks, service marks, logos, design rights (whether registerable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether registerable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off..

"Key Personnel" means those persons named in the Specification as being key personnel.

"Law" means any applicable Act of Parliament, sub-ordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, exercise of the Royal Prerogative, enforceable community right within the meaning of Section 2 of the European Communities Act 1972, bye-law, regulatory policy, guidance or industry code, judgement of a relevant court of law, or directives or requirements of any Regulatory Body of which the Service Provider is bound to comply.

"Monitoring Schedule" means the Schedule containing details of the monitoring arrangements.

"Month" means calendar month.

"Party" means a party to the Agreement and "Parties" shall be construed accordingly.

"Premises" means the location where the Services are to be performed, as specified in the Specification.

"Price" means the grant allocation, exclusive of any applicable Tax, payable to the Service provider by the Commissioner under the Grant Agreement, as set out in the Grant Schedule, for the full and

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proper performance by the Service Provider of its obligations under the Agreement but before taking into account the effect of any adjustment of grant in accordance with clause 24.

“Quality Standards” means the quality standards published by the British Standards Institute, the International Organisation for Standardisation or any other equivalent body, that a skilled and experienced operator engaged in the same type of industry or business as the Service Provider would reasonably and ordinarily be expected to comply as supplemented by the Specification.

“Regulatory Bodies” means those government departments and regulatory statutory and other entities, committees, ombudsmen and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in the Agreement or any other affairs of the Commissioner and “Regulatory Body” shall be construed accordingly.

“Replacement Service Provider” means any third party Service Provider appointed by the Commissioner from time to time, to provide any services which are substantially similar to any of the Services, and which the Commissioner receives in substitution for any of the Services following the expiry, termination or partial termination of the Agreement, whether those services are provided by the Commissioner internally and/or by any third party.

“Requests for Information” shall have the meaning set out in FOIA or any apparent request for information under the FOIA or the Environmental Information Regulations.

“Schedule” means a schedule attached to the Agreement.

“Services” means the services to be provided as detailed in the Specification.

“Service Providers Representative” means the individual authorised to act on behalf of the Service Provider for the purposes of the Agreement.

“Service Level Agreement” stipulates the manner in which the services are to be performed and delivered during the term as detailed in Appendix 4.

“Service Provider” means the individual or organisation commissioned to deliver the Services as detailed in the Specification including the Service Providers sub-Contractor, personal representatives, successors and permitted assigns.

“Specification” means the description of the Services to be provided under the Grant Agreement and attached as the Specification Schedule.

“Specification Schedule” means the Schedule containing details of the Specification and any key performance indicators.

“Specific Change in Law” means a change in Law which comes into effect after the Commencement Date that relates specifically to the business of the Commissioner, and which would not affect a comparable supply of services of the same or a similar nature to the supply of the Services.

“Staff” means all persons employed by the Service Provider to perform the Agreement together with the Service Provider’s servants, agents and sub-Contractors used in the performance of the Agreement.

“Tax” means value added tax..

“Term” means the period of duration of the Agreement in accordance with clause 2.1.

“Users” means a reasonably representative sample of those users who derive a direct benefit from the Services.

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"Variation" has the meaning given to it in 43.1.

"Vetting Unit" means the Norfolk Constabulary Central Vetting Unit.

"Victims" means those individuals who require help to cope and recover from their ordeal and who will derive a direct benefit from the provision of the Services.

"Working Day" means a day (other than a Saturday or Sunday) on which banks are open for domestic business in the City of London.

1.2 In the Agreement except where the context otherwise requires:

- (a) the terms and expressions set out in clause 1.1 shall have the meanings ascribed therein;
- (b) words importing the singular meaning include where the context so admits the plural meaning and vice versa;
- (c) words importing the masculine include the feminine and the neuter;
- (d) reference to a clause is a reference to the whole of that clause unless stated otherwise;
- (e) references to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent enactment, modification, order, regulation or instrument as subsequently amended or re-enacted;
- (f) references to any person shall include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assignees or transferees;
- (g) the words "include", "includes" and "including" are to be construed as if they were immediately followed by the words "without limitation";
- (h) headings are included in the Agreement for ease of reference only and shall not affect the interpretation or construction of the Agreement.

2 Term

- 2.1 The Commencement date will be 00:01 hrs on the 1st April 2016 and continue thereafter for a duration period of 3 years, unless it is otherwise terminated in accordance with the Agreement, or otherwise lawfully terminated.
- 2.2 The Commissioner may seek to extend the duration of the Agreement for a further period of up to 2 years in accordance with clause 48. During the Extension, the obligations under the Agreement shall continue (subject to any Variation) until the expiry of the period specified in accordance with clause 48.

3 Service Provider's Status (Principal)

- 3.1 In carrying out the Services the Service Provider shall be acting as principal and not as the agent of the Commissioner.
- 3.2 Accordingly:

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- (b) the Service Provider shall not (and shall procure that the Staff do not) say or do anything that might lead any other person to believe that the Service Provider is acting as the agent of the Commissioner; and
- (c) nothing in the Agreement shall impose any liability on the Commissioner in respect of any liability incurred by the Service Provider to any other person but this shall not be taken to exclude or limit any liability of the Commissioner to the Service Provider that may arise by virtue of either a breach of the Agreement or by negligence on the part of the Commissioner, the Commissioner's employees, servants or agents.

4 Commissioner's Obligations

The obligations of the Commissioner under the Agreement are obligations of the Commissioner in its capacity as a contracting counterparty and nothing in the Agreement shall operate as an obligation upon, or in any other way fetter or constrain the Commissioner in any other capacity, nor shall the exercise by the Commissioner of its duties and powers in any other capacity lead to any liability under the Grant Agreement (howsoever arising) on the part of the Commissioner to the Service Provider.

5 Entire Agreement

- 5.1 The Agreement constitutes the entire agreement between the Parties relating to the subject matter of the Agreement. The Agreement supersedes all prior negotiations, representations and undertakings, whether written or oral, except that this clause shall not exclude liability in respect of any fraudulent misrepresentation.
- 5.2 In the event of and only to the extent of any conflict between the body of the Grant Agreement, Specification, Service Providers Grant Application and other documents referred to or attached to the Grant Agreement, the conflict shall be resolved in accordance with the following order of precedence:
 - (1) the body of the Grant Agreement shall prevail over;
 - (2) the Schedules;
 - (3) the Service Providers Grant Application;
 - (4) any other document referred to in the Grant Agreement.

Unless expressly agreed, a document varied pursuant to clause 43 shall not take higher precedence than specified here.

- 5.3 The Grant Agreement may be executed in counterparts, each of which when executed and delivered shall constitute an original but all counterparts together shall constitute one and the same instrument.

6 Scope of Grant Agreement

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

7 Notices

- 7.1 Except as otherwise expressly provided within the Grant Agreement, no notice or other communication from one Party to the other shall have any validity under the Grant Agreement unless made in writing by or on behalf of the Party concerned.
- 7.2 Any notice or other communication which is to be given by either Party to the other shall be given by letter (sent by hand, post, registered post or by the recorded delivery service), by facsimile transmission or electronic mail. Such notices or communications shall be addressed to the other Party in the manner referred to in clause 7.3. Provided the relevant communication is not returned as undelivered, the notice or communication shall be deemed to have been given 2 Working Days after the day on which the letter was posted, or four hours, in the case of electronic mail or facsimile

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transmission or sooner where the other Party acknowledges receipt of such letters, facsimile transmission or item of electronic mail.

7.3 For the purposes of clause 7.2, the address of each Party shall be:

(a) For the Commissioner:

The Joint Procurement Unit,
Norfolk Constabulary,
Building 8,
Jubilee House,
Falconers Chase,
WYMONDHAM,
NR18 0WW
For the attention of: Andrew Taylor, MCIPS
Tel: +44 (0) 1953 425699 ext 2885
Fax: +44 (0) 1953 424255
Email: jointprocurementdept@norfolk.pnn.police.uk

(b) For the Service Provider:

Leeway Domestic Violence and Abuse Services,
PO Box Leeway,
City Hall,
Norwich,
NR2 1NH
Tel: +44 (0)300 561 0077
Fax: +44 (0)1603 623772

7.4 Either Party may change its address for service by serving a notice in accordance with this clause.

8 Mistakes in Information

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

9 Conflicts of Interest

9.1 The Service Provider shall take appropriate steps to ensure that neither the Service Provider nor any employee, servant, agent, supplier or sub-Contractor is placed in a position where in the reasonable opinion of the Commissioner there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Service Provider or such persons and the duties owed to the Commissioner under the provisions of the Grant Agreement. The Service Provider will disclose to the Commissioner full particulars of any such conflict of interest, which may arise.

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

10.0 Fraud

The Service Provider shall take all reasonable steps, in accordance with good industry practice, to prevent any fraudulent activity by the Staff, the Service Provider and/or any of the Service Providers

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suppliers, in connection with the receipt of grant monies from the Commissioner. The Service Provider shall notify the Commissioner immediately, if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.

PART 2- THE PROVISION OF THE SERVICES

11 The Services

- 11.1 The Service Provider shall provide an Independent Sexual Violence Advisory Services during the Term, in accordance with the Commissioner's requirements as set out in the Specification and to the terms of the Grant Agreement. The Commissioner shall have the power to inspect and examine the performance of the Services at the Commissioner's Premises at any reasonable time or, provided that the Commissioner gives reasonable notice to the Service Provider, at any other premises where any part of the Services is being performed.
- 11.2 The Service Provider shall at all times deliver the Services in accordance with the Law.
- 11.3 If the Commissioner informs the Service Provider that the Commissioner considers that any part of the Services do not meet the requirements of the Grant Agreement or differ in any way from those requirements, and this is other than as a result of default or negligence on the part of the Commissioner, the Service Provider shall at its own expense re-schedule and carry out the Services in accordance with the requirements of the Agreement within such reasonable time as may be specified by the Commissioner.
- 11.4 The Commissioner reserves the right to review or withdraw, all or partial grant funding, in the event of the Service Provider not performing in accordance with the terms of the Specification and Service Level Agreement.
- 11.5 Subject to the Commissioner providing Approval in accordance with clause 12.2, timely provision of the Services shall be of the essence of the Agreement, including in relation to commencing the provision of the Services within the time agreed or on a specified date.
- 11.6 Without prejudice to any other rights and remedies the Commissioner may have pursuant to the Agreement, the Service Provider shall reimburse the Commissioner for all reasonable costs incurred by the Commissioner which have arisen as a consequence of the Service Provider's delay in the performance of its obligations under the Agreement and which delay the Service Provider has failed to remedy following reasonable notice from the Commissioner. For the avoidance of doubt, the Service Provider's obligation to reimburse the Commissioner under this clause does not arise to the extent that the delay was caused by a delay or failure by the Commissioner to provide Approval under clause 12.2.
- 11.7 The Service provider shall not vary or amend the services without the prior written agreement of the Commissioner. Neither shall it be used for any party-political purposes or promotion of religious activity.

12 Manner of Carrying Out the Services

- 12.1 The Service Provider shall provide all the knowledge, skills, resource, accommodation and equipment, necessary for the delivery of the Services within the County of Norfolk.
- 12.2 The Service Provider shall make no delivery of Equipment nor commence any work without obtaining the Commissioner's prior Approval.
- 12.3 All Equipment brought onto the Commissioner's Premises shall be at the Service providers own risk. The Service Provider shall provide for the haulage or carriage thereof to the Premises and the removal

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of Equipment when no longer required at its sole cost. Unless otherwise agreed, Equipment brought onto the Commissioner's Premises will remain the property of the Service Provider.

- 12.4 The Service Provider shall maintain all items of Equipment within the Commissioner's Premises in a safe, serviceable and clean condition.
- 12.5 All Equipment shall be at the risk of the Service Provider and the Commissioner shall have no liability for any loss of or damage to any Equipment unless the Service Provider is able to demonstrate that such loss or damage was caused or contributed to by the negligence or default of the Commissioner.
- 12.6 The Commissioner shall have the power at any time during the performance of the Services to order in writing that the Service Provider:
- (a) remove from the Commissioner's Premises any Equipment which in the opinion of the Commissioner is either hazardous, noxious or not in accordance with the Agreement; and
 - (b) if the Commissioner has ordered the Service Provider to remove any item of Equipment in accordance with clause 12.6 (a) above, to replace such item with a suitable substitute item of Equipment.
- 12.7 If, in the event, the Commissioner access and use of any of his premises and upon completion of the Services. The Service Provider shall remove their Equipment together with any other materials used by the Service Provider in order to leave the Commissioner's Premises in a clean, safe and tidy condition. For the avoidance of doubt the Service Provider is solely responsible for making good any damage to the Commissioner's Premises or any objects contained thereon, other than fair wear and tear, which is caused by the Service Provider or any of the Service Provider's employees, servants, agents, suppliers or sub-Contractors.
- 12.8 If, in the event, the Commissioner provides access and use of any of his premises; it shall not be exclusive to the Service Provider but shall be limited to such Staff and the Service Provider's suppliers as are necessary in order to perform the Services concurrently, with the execution of work by others. The Service Provider shall co-operate free of charge with such others on the Commissioner's Premises as the Commissioner may reasonably require.

13 Standard of Work

- 13.1 The Service Provider shall at all times comply with the Quality Standards, and where applicable shall maintain accreditation with the relevant Quality Standards authorisation body. To the extent the standard of Services has not been specified in the Agreement, the Service Provider shall agree the relevant standard of Services with the Service Manager prior to execution, and shall execute the Agreement with reasonable care and skill and in accordance with good industry practice.
- 13.2 The introduction of new methods or systems which impinge on the provision of the Services shall be subject to prior Approval.
- 13.3 The signing by the Service Manager (or his representative) of time sheets or other similar documents shall not be construed as implying the Service Provider's compliance with the Agreement.

14 Key Personnel

- 14.1 Key Personnel shall not be released from providing the Services without the agreement of the Commissioner, except by reason of long-term sickness, termination of employment and other extenuating circumstances.

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- 14.2 Any replacements to the Key Personnel shall be subject to the agreement of the Commissioner. Such replacements shall be of at least equal status or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services.
- 14.3 The Commissioner shall not unreasonably withhold its agreement under clause 14.1 or clause 14.2. Such agreement shall be conditional on appropriate arrangements being made by the Service Provider to minimise any adverse impact on the Agreement which could be caused by a change in Key Personnel.
- 14.4 In the event that replacement staff are engaged on a full time basis; in order to fill vacancies to Key Personnel. The Commissioner shall provide additional grant funding to meet their training needs.

15 Not Used

16 Inspection of Premises

- 16.1 Save as the Commissioner may otherwise direct, the Service Provider is deemed to have inspected the Premises before bidding so as to have understood the nature and extent of the Grant Agreement to be carried out and be satisfied in relation to all matters connected with the performance of the Grant Agreement.
- 16.2 The Commissioner shall, at the request of the Service Provider, grant such access as may be reasonable for the purpose referred to in clause 16.1.

17 Licence to occupy the Commissioner's Premises

- 17.1 Any land or Premises (including temporary buildings) made available to the Service Provider by the Commissioner in connection with the Grant Agreement, shall be made available to the Service Provider free of charge and shall be used by the Service Provider solely for the purpose of performing its obligations under the Grant Agreement. The Service Provider shall have the use of such land or Premises as licensee and shall vacate the same on completion, termination or abandonment of the Grant Agreement in accordance with Clause 58.
- 17.2 The Service Provider shall not use the Commissioner's Premises for any purpose or activity other than the provision of the Services.
- 17.3 Should the Service Provider require modifications to the Commissioner's Premises, such modifications shall be subject to prior Approval and shall be carried out by the Commissioner at the Service Provider's expense. The Commissioner shall undertake Approved modification work without undue delay. Ownership of such modifications shall rest with the Commissioner.
- 17.4 The Service Provider shall (and shall ensure that their employees, servants, agents, suppliers or sub-Contractors) observe and comply with such rules and regulations as may be in force at any time for the use of such Premises as determined by the Commissioner, and the Service Provider shall pay for the cost of making good any damage caused by the Service Provider, his employees, servants, agents, suppliers or sub-Contractors other than fair wear and tear. For the avoidance of doubt, damage includes damage to the fabric of the buildings, plant, fixed equipment or fittings therein.
- 17.5 The Parties agree that there is no intention on the part of the Commissioner to create a tenancy of whatsoever nature in favour of the Service Provider or its employees, servants, agents, suppliers or sub-Contractors Providers and that no such tenancy has or shall come into being and, notwithstanding any rights granted pursuant to the Agreement, the Commissioner retains the right at any time to use in any manner the Commissioner sees fit any premises owned or occupied by it.

18 Commissioner Property

Office of the Police and Crime Commissioner for Norfolk – General Terms and Conditions for the Supply of Services

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- 18.1 Where the Commissioner for the purpose of the Grant Agreement issues Commissioner Property free of charge to the Service Provider such property shall be and remain the property of the Commissioner. The Service Provider shall not in any circumstances have a lien on the Commissioner Property and the Service Provider shall take all reasonable steps to ensure that the title of the Commissioner to such Commissioner Property and the exclusion of any such lien are brought to the notice of all sub-Contractors and other persons dealing with the Agreement.
- 18.2 Any Commissioner Property made available or otherwise received by the Service Provider shall be deemed to be in good condition when received by or on behalf of the Service Provider unless the Service Provider notifies the Commissioner otherwise within 5 Working Days of receipt.
- 18.3 The Service Provider shall maintain all Commissioner Property in good order and condition, excluding fair wear and tear, and shall use Commissioner Property solely in connection with the Agreement and for no other purpose without prior Approval.
- 18.4 The Service Provider shall notify the Service Manager of any surplus Commissioner Property remaining after the expiry, termination and/or partial termination (as appropriate) of the Agreement and shall dispose of it as the Commissioner may direct. Waste of such Commissioner Property arising from bad workmanship or negligence of the Service Provider or any of the Service Provider's employees, servants, agents, suppliers or sub-Contractors shall be made good at the Service Provider's expense. Without prejudice to any other rights of the Commissioner, the Service Provider shall deliver up Commissioner Property whether processed or not to the Commissioner on demand.
- 18.5 The Service Provider shall ensure the security of all Commissioner Property, whilst in the Service Provider's possession, either on its premises or elsewhere during the performance of the Agreement, in accordance with the Commissioner's reasonable security requirements as required from time to time.
- 18.6 The Service Provider shall be liable for any and all loss of or damage (excluding fair wear and tear) to any Commissioner Property, unless the Service Provider is able to demonstrate that such loss or damage was caused by the negligence or default of the Commissioner. The Service Provider's liability set out in this clause shall be reduced to the extent that such loss or damage was contributed to by the negligence or default of the Commissioner. The Service Provider shall inform the Service Manager within two Working Days of becoming aware of any defects appearing in or losses or damage occurring to Commissioner Property made available for the purposes of the Agreement.
- 18.7 Where capital assets have been supplied as part of the initial start up costs, these assets will be retained by the Commissioner, either upon expiry or termination of the grant agreement.

19 Sub-Contracting for the Delivery of the Services

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

20 Offers of Employment

For the duration of the Agreement and for a period of 12 months thereafter the Service Provider shall not employ or offer employment to any of the Commissioner's staff who have been associated with

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the procurement and/or the contract management of the Services without the Commissioner's prior Approval.

PART 3- GRANT PAYMENT

21 Grant

- 21.1 In consideration of the performance of the Service Provider's obligations under the Agreement by the Service Provider, the Commissioner shall pay the Grant in accordance with clause 22.
- 21.2 In the event that the cost to the Service Provider of performing its obligations under the Agreement increases or decreases as a result of a change of Law, the provisions of clause 26 shall apply.
- 21.3 Grants are outside the scope of Value Added Tax and therefore tax exempt.

22 Payment and Tax

- 22.1 The Commissioner shall pay the undisputed sums due to the Service Provider in cleared funds within 30 days of receipt of a correctly submitted invoice.
- 22.2 Invoices to be submitted quarterly in advance.
- 22.3 Each invoice shall contain all appropriate references to purchase order numbers and a brief description of the ISVA service. It may be necessary on occasions and at the request of the SARC Manager to provide any additional supporting information.
- 22.4 Tax, **where applicable**, shall be shown separately on valid Tax invoices as a strictly net extra charge.
- 22.5 The Commissioner may reduce payment in respect of any Services which the Service Provider has either failed to provide or has provided inadequately, without prejudice to any other rights or remedies of the Commissioner.
- 22.6 The Service Provider shall not suspend the supply of the Services unless the Service Provider is entitled to terminate the Grant Agreement under clause 54.3 for failure to pay undisputed charges.

23 Recovery of Sums Due

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

24 Grant Adjustment on Extension

When applicable, Grant adjustment on extension will be covered in the special terms and conditions.

25 Euro

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25.1 Any legislative requirement to account for the services in euro, (or to prepare for such accounting) instead of and/or in addition to sterling, shall be implemented by the Service Provider at nil charge to the Commissioner.

25.2 The Commissioner shall provide all reasonable assistance to facilitate compliance by the Service Provider under clause 25.1.

26 Change of Law

26.1 The Service Provider shall neither be relieved of its obligations to perform the Services in accordance with the terms of the Grant Agreement nor be entitled to an increase in the Grant and/or any charges payable by the Service Provider as the result of:

(a) a General Change in Law; or

(b) a Specific Change in Law where the effect of that Specific Change in Law on the Services is known at the Commencement Date whether by publication of a Bill, as part of a Government Departmental Consultation paper, a draft Statutory Instrument, a proposal in the Official Journal of the European Union or otherwise.

26.2 Subject to the agreement of the Commissioner, if a Specific Change in Law occurs or will occur during the Term (other than those referred to in clause 26.1) or during any extension agreed pursuant to clause 24, the Service Provider shall notify the Commissioner of the likely effects of that change, including:

(a) whether any change is required to the Services, the Grant or the Grant Agreement; and

(b) whether any relief from compliance with the Service Provider's obligations is required, including any obligation to achieve any milestones or to meet any service level requirements at any time.

26.3 As soon as practicable after any notification in accordance with clause 26.2 the Parties shall discuss and agree the matters referred to in that clause and any ways in which the Service Provider can mitigate the effect of the Specific Change of Law, including:

(a) providing evidence that the Service Provider has minimised any increase in costs or maximised any reduction in costs, including in respect of the costs of its sub Contractor Service Providers;

(b) demonstrating that a foreseeable Specific Change in Law had been taken into account by the Service Provider before it occurred;

(c) giving evidence as to how the Specific Change in Law has affected the cost of providing the Services; and

(d) demonstrating that any expenditure that has been avoided has been taken into account in amending the Grant.

26.4 Any increase in the Grant Agreement or relief from the Service Provider's obligations agreed by the Parties pursuant to this clause 26 shall be implemented in accordance with clause 43.

PART 4 - STATUTORY OBLIGATIONS, CODES OF PRACTICE AND REGULATIONS

27. Prevention of Corruption

- 27.1 The Service Provider shall not offer or give, or agree to give, to any employee, agent, servant or representative of the Commissioner any gift or consideration of any kind as an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Agreement or any other contract with the Commissioner, or for showing or refraining from showing favour or disfavour to any person in relation to the Agreement or any such contract. The Service Provider shall be compliant in all respects with the requirements of the Bribery Act 2010.
- 27.2 The Service Provider warrants that it has not paid commission or has agreed to pay any commission to any employee or representative of the Commissioner or Chief Constable by the Service Provider or on the Service Provider's behalf.
- 27.3 Where the Service Provider or Service Provider's employees, servants, sub-Contractors, suppliers or agents or anyone acting on the Service Provider's behalf, engages in conduct prohibited by clauses 27.1 or 27.2 in relation to this or any other contract with the Commissioner, the Commissioner has the right to:
- (a) terminate the Agreement and recover from the Service Provider the amount of any loss suffered by the Commissioner resulting from the termination; or
 - (b) recover in full from the Service Provider any other loss sustained by the Commissioner in consequence of any breach of this clause, whether or not the Agreement has been terminated.

28. Discrimination

- 28.1 The Service Provider shall not unlawfully discriminate either directly or indirectly on such grounds as race, colour, ethnic or national origin, disability, sex or sexual orientation, religion or belief, or age and without prejudice to the generality of the foregoing the Service Provider shall not unlawfully discriminate within the meaning and scope of the Equalities Act 2010 or equivalent legislation, or any statutory modification or re-enactment thereof. The Commissioner takes the view that membership of the British National Party and any proscribed organisation defined under the Terrorism Act 2000 is incompatible with the aforementioned legal and moral duty.
- 28.2 The Service Provider shall take all reasonable steps to secure the observance of clause 28.1 by all servants, employees or agents of the Service Provider and all suppliers and sub-Contractors employed in the execution of the Agreement.

29. The Contracts (Rights of Third Parties) Act 1999

No person who is not a Party to the Agreement (including without limitation any employee, officer, agent, representative, or sub-Contractor of either the Commissioner or the Service Provider) shall have any right to enforce any term of the Agreement, which expressly or by implication, confers a benefit on him without the prior agreement in writing of both Parties, which agreement should specifically refer to the clause 29. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

30. Environmental Requirements

The Service Provider shall, when working on the Commissioner's Premises, perform the Agreement in accordance with the Commissioner's environmental policy, which is to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.

31. Health and Safety

31.1 The Service Provider shall promptly notify the Commissioner of any health and safety hazards which may arise in connection with the performance of the Grant Agreement. The Commissioner shall promptly notify the Service Provider of any health and safety hazards which may exist or arise at the Commissioner's Premises and which may affect the Service Provider in the performance of the Grant Agreement.

31.2 While on the Commissioner's Premises, the Service Provider shall comply with any health and safety measures implemented by the Commissioner in respect of Staff and other persons working on those Premises.

31.3 The Service Provider shall notify the Commissioner immediately in the event of any incident occurring in the performance of the Grant Agreement on the Commissioner's Premises where that incident causes any personal injury or damage to property which could give rise to personal injury.

31.4 The Service Provider shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to Staff and other persons working on the Premises in the performance of the Agreement.

31.6 The Service Provider shall ensure that its health and safety policy statement (as required by the Health and Safety at Work etc Act 1974) is made available to the Commissioner on request.

32. Not Used

PART 5 - PROTECTION OF INFORMATION

33. Data Protection Act

- 33.1 The Service Provider shall (and shall procure that any of its Staff involved in the provision of the Agreement) comply with any notification requirements under the Data Protection Act 1998 ("DPA") and both Parties will duly observe all their obligations under the DPA which arise in connection with the Agreement.
- 33.2 Notwithstanding the general obligation in clause 33.1, where the Service Provider is processing personal data (as defined by the DPA) as a data processor for the Commissioner (as defined by the DPA) the Service Provider shall ensure that it has in place appropriate technical and contractual measures to ensure the security of the personal data (and to guard against unauthorised or unlawful processing of the personal data and against accidental loss or destruction of, or damage to, the personal data), as required under the Seventh Data Protection Principle in Schedule 1 to the DPA; and
- (a) provide the Commissioner with such information as the Commissioner may reasonably require to satisfy itself that the Service Provider is complying with its obligations under the DPA;
 - (b) promptly notify the Commissioner of any breach of the security measures required to be put in place pursuant to clause 33.2; and
 - (c) ensure it does not knowingly or negligently do or omit to do anything which places the Commissioner in breach of the Commissioner's obligations under the DPA.
- 33.3 The provisions of this clause shall apply during the continuance of the Agreement and indefinitely after its expiry or termination.

34. Confidentiality

- 34.1 Each Party:-
- (a) shall treat all Confidential Information belonging to the other Party as confidential and safeguard it accordingly; and
 - (b) shall not disclose any Confidential Information belonging to the other Party to any other person without the prior written consent of the other Party, except to such persons and to such extent as may be necessary for the performance of the Agreement or except where disclosure is otherwise expressly permitted by the provisions of the Agreement.

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- 34.2 The Service Provider shall take all necessary precautions to ensure that all Confidential Information obtained from the Commissioner under or in connection with the Agreement:
- (a) is given only to such of the Staff and professional advisors or consultants engaged to advise it in connection with the Grant Agreement as is strictly necessary for the performance of the Grant Agreement and only to the extent necessary for the performance of the Grant Agreement;
 - (b) is treated as confidential and not disclosed (without prior Approval) or used by any Staff or such professional advisors or consultants otherwise than for the purposes of the Grant Agreement.
- 34.3 Where it is considered necessary in the opinion of the Commissioner, the Service Provider shall ensure that Staff or such professional advisors or consultants sign a confidentiality undertaking before commencing work in connection with the Grant Agreement.
- 34.4 The Service Provider shall not use any Confidential Information it receives from the Commissioner otherwise than for the purposes of the Grant Agreement.
- 34.5 The provisions of clauses 34.1 to 34.4 shall not apply to any Confidential Information received by one Party from the other:
- (a) which is or becomes public knowledge (otherwise than by breach of this clause);
 - (b) which was in the possession of the receiving Party and can be demonstrated, without restriction as to its disclosure, before receiving it from the disclosing Party;
 - (c) which is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;
 - (d) is independently developed without access to the Confidential Information; or
 - (e) which must be disclosed pursuant to a statutory, legal or parliamentary obligation placed upon the Party making the disclosure, including any requirements for disclosure under the FOIA or the Environmental Information Regulations pursuant to clause 35.
- 34.6 Nothing in this clause shall prevent the Commissioner:
- (a) disclosing any Confidential Information for the purpose of:

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

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

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

35. Freedom of Information

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

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

- (a) the names of successful applicant(s);
- (b) the duration of the grant agreement; and
- (c) the goods or services to be supplied.

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

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- 35.4 The Service Provider shall provide the Commissioner with all reasonable assistance and co-operation to enable it to comply with any requests for information received under the Freedom of Information Act 2000 within the prescribed time limits.
- 35.5 The Service Provider shall take any necessary legal advice in relation to the operation of the Freedom of Information Act 2000 at the earliest opportunity.
- 35.6 No liability shall arise on the part of the Commissioner in respect of the disclosure of any information by it in proper compliance with the Freedom of Information Act 2000.
- 35.7 The Service Provider acknowledges that the Commissioner is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with the Commissioner (at the Service Provider's expense) to enable the Commissioner to comply with these Information disclosure requirements.
- 35.8 The Service Provider shall and shall procure that its sub-Contractors shall:
- (a) transfer the Request for Information to the Commissioner as soon as practicable after receipt and in any event within two Working Days of receiving a Request for Information;
 - (b) provide the Commissioner with a copy of all Information in its possession or power in the form that the Commissioner requires within five Working Days (or such other period as the Commissioner may specify) of the Commissioner requesting that Information; and
 - (c) provide all necessary assistance as reasonably requested by the Commissioner to enable the Commissioner to respond to a Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.
- 35.9 The Commissioner shall be responsible for determining at its absolute discretion whether the Commercially Sensitive Information and/or any other Information:
- (a) is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations;
 - (b) is to be disclosed in response to a Request for Information, and in no event shall the Service Provider respond directly to a Request for Information unless expressly authorised to do so by the Commissioner.
- 35.10 The Service Provider acknowledges that the Commissioner may, acting in accordance with the Department for Constitutional Affairs' Code of Practice on the Discharge of Functions of Public Authorities under Part I of the Freedom of Information Act 2000, be obliged under the FOIA or the Environmental Information Regulations to disclose Information:-
- (a) without consulting with the Service Provider, or
 - (b) following consultation with the Service Provider and having taken its views into account.
- 35.11 The Service Provider shall ensure that all Information produced in the course of the Agreement or relating to the Agreement is retained for disclosure and shall permit the Commissioner to inspect such records as requested from time to time.
- 35.12 The Service Provider acknowledges that any lists or schedules provided by it outlining Confidential Information are of indicative value only and that the Commissioner may nevertheless be obliged to disclose Confidential Information in accordance with Clause 35.10.

36. Security of Confidential Information

- 36.1 In order to ensure that no unauthorised person gains access to any Confidential Information or any data obtained in the performance of the Grant Agreement, the Service Provider undertakes to maintain security systems approved by the Commissioner. Where necessary to prevent such access, the Commissioner may require the Service Provider to alter any security systems at any time during the Term at the Service Provider's expense.
- 36.2 The Service Provider will immediately notify the Commissioner of any breach of security in relation to Confidential Information and all data obtained in the performance of the Grant Agreement and will keep a record of such breaches. The Service Provider will use its best endeavours to recover such Confidential Information or data however it may be recorded. This obligation is in addition to the Service Provider's obligations under clause 34. The Service Provider will co-operate with the Commissioner in any investigation that the Commissioner considers necessary to undertake as a result of any breach of security in relation to Confidential Information or data.

37. Publicity, Media and Official Enquiries

- 37.1 Without prejudice to the Commissioner's obligations under the FOIA, neither Party shall make any press announcements or publicise the Agreement or any part thereof in any way, except with the written consent of the other Party.
- 37.2 Both Parties shall take all reasonable steps to ensure the observance of the provisions of clause 37.1 by all their servants, employees, agents, professional advisors and consultants. The Service Provider shall take all reasonable steps to ensure the observance of the provisions of clause 37.1 by its sub-Contractors.
- 37.3 The provisions of this clause shall apply during the continuance of the Agreement and indefinitely after its expiry or termination.

38. Security

- 38.1 The Commissioner shall be responsible for maintaining the security of the Premises in accordance with its standard security requirements. The Service Provider shall comply with all reasonable security requirements of the Commissioner while on the Premises, and shall procure that all of its employees, agents, servants and sub-Contractors shall likewise comply with such requirements.
- 38.2 The Commissioner shall provide the Service Provider upon request copies of any written security procedures and shall afford the Service Provider upon request with an opportunity to inspect its physical security arrangements.

39. Intellectual Property Rights

- 39.1 All Intellectual Property Rights in any specifications, instructions, plans, data, drawings, databases, patents, patterns, models, designs or other material:
- (a) furnished to or made available to the Service Provider by the Commissioner shall remain the property of the Commissioner;
 - (b) prepared by or for the Service Provider for use, or intended use, in relation to the performance of the Grant Agreement shall belong to the Commissioner and the Service Provider shall not, and shall procure that the Service Provider's employees, servants, agents, suppliers and sub-Contractors shall not, (except when necessary for the implementation of the Agreement) without prior Approval, use or disclose any such Intellectual Property Rights, or any other information

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(whether or not relevant to the Agreement) which the Service Provider may obtain in performing the Agreement except information which is in the public domain.

- 39.2 The Service Provider shall obtain Approval before using any material, in relation to the performance of the Grant Agreement which is or may be subject to any third party Intellectual Property Rights. The Service Provider shall procure that the owner of the rights grants to the Commissioner a non-exclusive licence, or if itself a licensee of those rights, shall grant to the Commissioner an authorised sub-licence, to use, reproduce, and maintain the material. Such licence or sub-licence shall be non-exclusive, perpetual and irrevocable, shall include the right to sub-license, transfer, novate or assign to other Contracting Authorities, the Replacement Service Provider or to any other third party providing services to the Commissioner, and shall be granted at no cost to the Commissioner.
- 39.3 It is a condition of the Grant Agreement that the Services will not infringe any Intellectual Property Rights of any third party and the Service Provider shall during and after the Term on written demand indemnify and keep indemnified the Commissioner against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which the Commissioner may suffer or incur as a result of or in connection with any breach of this clause, except where any such claim relates to:
- (a) designs furnished by the Commissioner;
 - (b) the use of data supplied by the Commissioner which is not required to be verified by the Service Provider under any provision of the Grant Agreement.
- 39.4 The Commissioner shall notify the Service Provider in writing of any claim or demand brought against the Commissioner for infringement or alleged infringement of any Intellectual Property Right in materials supplied or licensed by the Service Provider. The Service Provider shall at its own expense conduct all negotiations and any litigation arising in connection with any claim for breach of Intellectual Property Rights in materials supplied or licensed by the Service Provider, provided always that the Service Provider:
- (a) shall consult the Commissioner on all substantive issues which arise during the conduct of such litigation and negotiations;
 - (b) shall take due and proper account of the interests of the Commissioner; and
 - (c) shall not settle or compromise any claim without the Commissioner's prior written consent (not to be unreasonably withheld or delayed).
- 39.5 The Commissioner shall at the request of the Service Provider afford to the Service Provider all reasonable assistance for the purpose of contesting any claim or demand made or action brought against the Commissioner or the Service Provider for infringement or alleged infringement of any Intellectual Property Right in connection with the performance of the Grant Agreement and shall be repaid all costs and expenses (including, but not limited to, legal costs and disbursements) incurred in doing so. Such costs and expenses shall not be repaid where they are incurred in relation to a claim, demand or action which relates to the matters in clause 39.3(a) and (b),
- 39.6 The Commissioner shall not make any admissions which may be prejudicial to the defence or settlement of any claim, demand or action for infringement or alleged infringement of any Intellectual Property Right by the Commissioner or the Service Provider in connection with the performance of the Agreement.

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- 39.7 If a claim, demand or action for infringement or alleged infringement of any Intellectual Property Right is made in connection with the Grant Agreement or in the reasonable opinion of the Service Provider is likely to be made, the Service Provider may at its own expense and subject to the consent of the Commissioner (not to be unreasonably withheld or delayed) either:
- (a) modify any or all of the Services without reducing the performance or functionality of the same, or substitute alternative Services of equivalent performance and functionality, so as to avoid the infringement or the alleged infringement, provided that the terms herein shall apply with any necessary changes to such modified Services or to the substitute Services; or
 - (b) procure a licence to use and provide the Services, which are the subject of the alleged infringement, on terms which are acceptable to the Commissioner.
- 39.8 At the termination or expiry of the Grant Agreement the Service Provider shall immediately return to the Commissioner all materials, work or records held, including any back-up media.
- 39.9 The provisions of this clause shall apply during the continuance of the Grant Agreement and indefinitely after its expiry or termination.

40. Audit and the Audit Commission

The Service Provider shall keep and maintain until six years after the Grant Agreement has been completed, or as long a period as may be agreed between the Parties, full and accurate records of the Grant Agreement including the Services provided under it, all expenditure reimbursed by the Commissioner, and all payments made by the Commissioner. The Service Provider shall on request afford the Commissioner or the Commissioner's representatives such access to those records as may be required by the Commissioner in connection with the Grant Agreement.

PART 6- CONTROL OF THE CONTRACT

41. Assignment and Sub-Contracting

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

42. Waiver

- 42.1 The failure of either Party to insist upon strict performance of any provision of the Grant Agreement or the failure of either Party to exercise any right or remedy shall not constitute a waiver of that right or remedy and shall not cause a diminution of the obligations established by the Grant Agreement.
- 42.2 No waiver shall be effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with the provisions of clause 7.
- 42.3 A waiver of any right or remedy arising from a breach of the Grant Agreement shall not constitute a waiver of any right or remedy arising from any other or subsequent breach of the Grant Agreement.

43. Variation of the Services

- 43.1 The Commissioner reserves the right on giving reasonable written notice from time to time to require changes to the Services (whether by way of the removal of Services, the addition of new Services, or increasing or decreasing the Services or specifying the order in which the Services are to be performed or the locations where the Services are to be provided) for any reasons whatsoever. Such a change is hereinafter called "a Variation".
- 43.2 Any such Variation shall be communicated in writing by the Service Manager to the Service Provider's Representative in accordance with the notice provisions of clause 7. All Variations shall be in the form of an addendum to the Grant Agreement.
- 43.3 In the event of a Variation the Grant allocated may also be varied. Such Variation in the Grant shall be calculated by the Commissioner and agreed in writing with the Service Provider and shall be such amount as properly and fairly reflects the nature and extent of the Variation in all the circumstances. Failing agreement the matter shall be determined by negotiation or mediation in accordance with the provisions of clause 66.
- 43.4 The Service Provider shall provide such information as may be reasonably required to enable such varied Grant to be calculated.

44. Severability

- 44.1 If any provision of the Grant Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions of the Grant Agreement shall continue in full force and effect as if the Grant Agreement had been executed with the invalid, illegal or unenforceable provision eliminated.
- 44.2 In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of the Grant Agreement, the Parties shall immediately commence negotiations in good faith to remedy the invalidity.

45. Remedies in the event of Inadequate Performance

45.1 Where a complaint is received or a problem indicated in any Victim Survey about the standard of ISVA Services or about the way any ISVA Services have been delivered or any other matter connected with the performance of the Grant Agreement, then the Service Manager shall take all reasonable steps to ascertain whether the complaint is valid. If the Service Manager so decides, he may uphold the complaint, or take further action in accordance with the provisions of clause 54 of the Grant Agreement.

45.2

In the event that the Commissioner is of the reasonable opinion that there has been a material breach of the Grant Agreement by the Service Provider, or the Service Provider's performance of its obligations under the Grant Agreement has failed to meet the requirement set out in the Specification Schedule, then the Commissioner may, without prejudice to its rights under clause 54 of the Agreement, do any of the following:

- (a) make such deduction from the Grant to be paid to the Service Provider as the Commissioner shall reasonably determine to reflect sums paid or sums which would otherwise be payable in respect of such of the Services as the Service Provider shall have failed to provide or performed inadequately;
- (b) without terminating the Grant Agreement, itself provide or procure the provision of part of the Services until such time as the Service Provider shall have demonstrated to the reasonable satisfaction of the Commissioner that the Service Provider will be able to perform such part of the Services in accordance with the Agreement;
- (c) without terminating the whole of the Grant Agreement, terminate the Grant Agreement in respect of part of the Services only (whereupon a corresponding reduction in the Grant shall be made) and thereafter itself provide or procure a third party to provide such part of the relevant Services; and/or
- (d) terminate, in accordance with clause 54, the whole of the Grant Agreement.

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

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

45.5 In the event that:

- (a) the Service Provider fails to comply with clause 45.4. above and the failure is materially adverse to the commercial interests of the Commissioner or prevent the Commissioner from discharging a statutory duty; or
- (b) the Service Provider persistently fails to comply with clause 45.4 above,

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

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

46. Remedies Cumulative

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

47. Monitoring of Performance

The Service Provider shall comply with the monitoring arrangements set out in the Grant Allocation Invitation, including, but not limited to, providing such data and information as the Service Provider may be required to produce under the Agreement.

48. Extension of Term

Subject to meeting satisfactory performance and funding. The Commissioner, may at his discretion, extend the term or an additional period of up to 2 years.

49. Novation

49.1 The Commissioner shall be entitled to assign, novate or otherwise dispose of its rights and obligations under this Grant Agreement or any part thereof to any Contracting Authority, private sector body or any other body established under statute ("Transferee") provided that any such assignment, novation or other disposal shall not increase the burden of the Service Provider's obligations under this Grant Agreement.

49.2 Any changes in the legal status of the Commissioner such that it ceases to be a Contracting Authority shall not; subject to Condition 49.3, affect the validity of the Grant Agreement. In such circumstances, this Agreement shall bind and inure to the benefit of any successor body to the Commissioner.

49.3 If the Grant Agreement is novated pursuant to Condition 49.1 to a body which is not a Contracting Authority or if there is a change in the legal status of the Commissioner such that it ceases to be a Contracting Authority (in the remainder of this Condition both such bodies being referred to as "the Transferee"):

- (a) the right of terminations of the Commissioner in Condition 53 and 54 shall be available to the Service Provider in the event of the bankruptcy, insolvency or Default of the Transferee;
- (b) the Transferee shall only be able to assign, novate or otherwise dispose of its rights and obligations under this Agreement or any part thereof with prior consent in writing to the Service Provider.
- (c) the following Conditions and Clauses shall be varied from the date of the novation or the date of the change in status (as appropriate) as set out below as if the Grant Agreement had been amended by the Parties:
 - (i) Condition 40 cease to be applicable in the event that the Agreement is novated to a private sector body.

49.4 The Commissioner shall be entitled to disclose to any Transferee any Confidential Information of the Service Provider which relates to the performance of the Grant Agreement by the Service Provider. In such circumstances the Commissioner shall authorise the Transferee to use such Confidential Information only for purposes relating to the performance of the Grant Agreement and for no other purposes and shall take all reasonable steps to ensure that the Transferee accepts an obligation of confidence.

PART 7- LIABILITIES

50. Indemnity and Insurance

- 50.1 Neither Party excludes or limits liability to the other Party for death or personal injury caused by its negligence or for any breach of any obligations implied by Section 2 of the Supply of Goods and Services Act 1982.
- 50.2 The Service Provider shall indemnify and keep indemnified the Commissioner fully against all claims, proceedings, actions, damages, legal costs, expenses and any other liabilities whatsoever arising out of, in respect of or in connection with the Agreement including in respect of any death or personal injury, loss of or damage to property, financial loss arising from any advice given or omitted to be given by the Service Provider, or any other loss which is caused directly or indirectly by any act or omission of the Service Provider. This clause shall not apply to the extent that the Service Provider is able to demonstrate that such death or personal injury, or loss or damage was not caused or contributed to by its negligence or default, or the negligence or default of its Staff or sub-Contractors, or by any circumstances within its or their control.
- 50.3 The Service Provider shall effect Public Liability Insurance for such a sum and range of cover as the Service Provider deems to be appropriate but not less than £5,000,000 for any one incident unless otherwise agreed by the Commissioner in writing.
- 50.4 Not Used
- 50.5 The Service Provider shall effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Service Provider, arising out of the Service Provider's performance of the Grant Agreement, including death or personal injury, loss of or damage to property or any other loss. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Service Provider.
- 50.6 The Service Provider shall hold employer's liability insurance in respect of Staff in accordance with any requirements specified by the Commissioner.
- 50.7 The Service Provider shall produce to the Service Manager, on request, copies of all insurance policies referred to in this clause or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.
- 50.8 If, for whatever reason, the Service Provider fails to give effect to and maintain the insurances required by the Grant Agreement the Commissioner may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Service Provider.
- 50.9 The terms of any insurance or the amount of cover shall not relieve the Service Provider of any liabilities under the Grant Agreement. It shall be the responsibility of the Service Provider to determine the amount of insurance cover that will be adequate to enable the Service Provider to satisfy any liability referred to in clause 50.2.

51. Professional Indemnity

The Service Provider shall hold and maintain professional indemnity insurance cover and shall ensure that all professional consultants or sub-Contractors involved in the provision of the Services hold and maintain appropriate cover. To comply with its obligations under this clause 51.1, and as a minimum, the Service Provider shall ensure professional indemnity insurance held by the Service Provider and by any agent, sub-Contractor or consultant involved in the performance of Services has a limit of

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indemnity of not less than £2 million for any occurrences arising out of each and every event. Such insurance shall be maintained for a minimum of 12 (twelve) years following the expiration or earlier termination of the Agreement.

52. Warranties and Representations

52.1 The Service Provider warrants and represents that:

- (a) the Service Provider has the full capacity and authority and all necessary consents (including, but not limited to, where its procedures so require, the consent of its parent company) to enter into and perform the Grant Agreement and that the Grant Agreement is executed by a duly authorised representative of the Service Provider;
- (b) the Service Provider shall discharge its obligations hereunder with all due skill, care and diligence including but not limited to good industry practice;
- (c) all obligations of the Service Provider pursuant to the Grant Agreement shall be performed and rendered by appropriately experienced, qualified and trained Staff with all due skill, care and diligence;
 - (c) the Service Provider is not in default in the payment of any due and payable taxes or in the filing, registration or recording of any document or under any legal or statutory obligation or requirement which default might have a material adverse effect on its business, assets or financial condition or its ability to observe or perform its obligations under the Grant Agreement.

PART 8- DEFAULT, DISRUPTION AND TERMINATION

53. Termination on Change of Control and Insolvency

53.1 The Commissioner may terminate the Grant Agreement by notice in writing with immediate effect where:

- (a) the Service Provider undergoes a change of control, within the meaning of section 416 of the Income and Corporation Taxes Act 1988, which impacts adversely and materially on the performance of the Grant Agreement; or
- (b) the Service Provider is an individual or a firm and a petition is presented for the Service Provider's bankruptcy, or a criminal bankruptcy order is made against the Service Provider or any partner in the firm, or the Service Provider or any partner in the firm makes any composition or arrangement with or for the benefit of creditors, or makes any conveyance or assignment for the benefit of creditors, or if an administrator is appointed to manage the Service Provider's or firm's affairs; or
- (c) the Service Provider is a company, and the company passes a resolution for winding up or dissolution (otherwise than for the purposes of and followed by an amalgamation or reconstruction) or an application is made for, or any meeting of its directors or members resolves to make an application for an administration order in relation to it or any party gives or files notice of intention to appoint an administrator of it or such an administrator is appointed, or the court makes a winding-up order, or the company makes a composition or arrangement with its creditors, or an administrative receiver, receiver, manager or supervisor is appointed by a creditor or by the court, or possession is taken of any of its property under the terms of a fixed or floating charge; or

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(d) where the Service Provider is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or

(e) any similar event occurs under the law of any other jurisdiction.

53.2 The Commissioner may only exercise its right under clause 53.1(a) within six months after a change of control occurs and shall not be permitted to do so where it has agreed in advance to the particular change of control that occurs. The Service Provider shall notify the Service Manager immediately when any change of control occurs.

53.3 If the Service Provider, being an individual, shall die or be adjudged incapable of managing his or her affairs within the meaning of Part VII of the Mental Health Act 1983, the Commissioner shall be entitled to terminate the Agreement by notice to the Service Provider or the Service Provider's Representative with immediate effect.

54. Termination on Default

54.1 The Commissioner may terminate the Agreement, or terminate the provision of any part of the Grant Agreement by written notice to the Service Provider or the Service Provider's Representative with immediate effect if the Service Provider commits a Default and if:

(a) the Service Provider has not remedied the Default to the satisfaction of the Commissioner within 25 Working Days, or such other period as may be specified by the Commissioner, after issue of a written notice specifying the Default and requesting it to be remedied; or

(b) the Default is not, in the opinion of the Commissioner, capable of remedy; or

(c) the Default is a material breach of the Agreement.

54.2 In the event that through any Default of the Service Provider, data transmitted or processed in connection with the Grant Agreement is either lost or sufficiently degraded as to be unusable, the Service Provider shall be liable for the cost of reconstitution of that data and shall provide a full credit in respect of any charge levied for its transmission and shall reimburse the Commissioner for any costs charged in connection with such Default of the Service Provider.

54.3 The Service Provider may terminate the Grant Agreement if the Commissioner is in material breach of its obligations to pay undisputed charges by giving the Commissioner 60 Working Days' notice specifying the breach and requiring its remedy. The Service Provider's right of termination under this clause 54.3 shall not apply to non-payment of the charges or Grant where such non-payment is due to the Commissioner exercising its rights under clauses 23.1 and 45.2(a).

55. Break

The Commissioner shall have the right to terminate the Grant Agreement, or to terminate the provision of any part of the Grant Agreement at any time by giving three Months' written notice to the Service Provider.

56. Consequences of Termination

56.1 Where the Commissioner terminates the Grant Agreement under clause 54, or terminates the provision of any part of the Grant Agreement under that clause, and then makes other arrangements for the provision of Services, the Commissioner shall be entitled to recover from the Service Provider the cost reasonably incurred of making those other arrangements and any additional expenditure incurred by the Commissioner throughout the remainder of the Term or any Extension. The Commissioner shall take all reasonable steps to mitigate such additional expenditure. Where the Grant Agreement is terminated under clause 54, no further payments shall be payable by the

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Commissioner to the Service Provider until the Commissioner has established the final cost of making those other arrangements.

56.2 Where the Commissioner terminates the Grant Agreement under clause 55, the Commissioner shall indemnify the Service Provider against any commitments, liabilities or expenditure which would otherwise represent an unavoidable loss by the Service Provider by reason of the termination of the Grant Agreement, provided that the Service Provider takes all reasonable steps to mitigate such loss. Where the Service Provider holds insurance, the Service Provider shall reduce its unavoidable costs by any insurance sums available. The Service Provider shall submit a fully itemised and costed list of such loss, with supporting evidence, of losses reasonably and actually incurred by the Service Provider as a result of termination under 55.

56.3 The Commissioner shall not be liable under clause 56.2 to pay any sum which:

- (a) was claimable under insurance held by the Service Provider, and the Service Provider has failed to make a claim on its insurance, or has failed to make a claim in accordance with the procedural requirements of the insurance policy; or
- (b) when added to any sums paid or due to the Service Provider under the Agreement, exceeds the total sum that would have been payable to the Service Provider if the Grant Agreement had not been terminated prior to the expiry of the Term.

57. Disruption

57.1 The Service Provider shall take reasonable care to ensure that in the execution of the Agreement it does not disrupt the operations of the Commissioner, its employees or any other Service Provider employed by the Commissioner.

57.2 The Service Provider shall immediately inform the Commissioner of any actual or potential industrial action, whether such action be by their own employees or others, which affects or might affect its ability at any time to perform its obligations under the Grant Agreement.

57.3 In the event of industrial action by the Staff or the Service Provider's suppliers the Service Provider shall seek the Commissioner's Approval to its proposals for the continuance of the performance of the Services in accordance with its obligations under the Agreement.

57.4 If the Service Provider's proposals referred to in clause 57.3 are considered insufficient or unacceptable by the Commissioner, then the Agreement may be terminated by the Commissioner by notice in writing with immediate effect.

57.5 If the Service Provider is temporarily unable to fulfil the requirements of the Grant Agreement owing to disruption of normal business by direction of the Commissioner, an appropriate allowance by way of extension of time will be approved by the Commissioner. In addition, the Commissioner will reimburse any reasonable and justified additional expense incurred by the Service Provider in fulfilling the provisions of the Grant Agreement as a result of such disruption.

58. Recovery upon Termination

58.1 Termination or expiry of the Grant Agreement shall be without prejudice to any rights and remedies of the Service Provider and the Commissioner accrued before such termination or expiration and nothing in the Agreement shall prejudice the right of either Party to recover any amount outstanding at such termination or expiry.

58.2 At the end of the Term (and howsoever arising) the Service Provider shall forthwith deliver to the Commissioner upon request all the Commissioner's Property (including but not limited to materials, documents, information, access keys) relating to the Grant Agreement in its possession or under its control or in the possession or under the control of any permitted suppliers or sub-Contractors and in

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default of compliance with this clause the Commissioner may recover possession thereof and the Service Provider grants licence to the Commissioner or its appointed agents to enter (for the purposes of such recovery) any premises of the Service Provider or its permitted suppliers or sub-Contractors where any such items may be held.

- 58.3 At the end of the Term (howsoever arising) and/ or after the Term the Service Provider shall provide assistance to the Commissioner and any new Service Provider appointed by the Commissioner to continue or take over the performance of the Grant Agreement in order to ensure an effective handover of all work then in progress. Where the end of Term arises due to the Service Provider's default, the Service Provider shall provide such assistance free of charge. Otherwise the Commissioner shall pay the Service Provider's reasonable costs of providing the assistance, and the Service Provider shall take all reasonable steps to mitigate such costs.
- 58.4 The provisions of this clause shall survive the continuance of the Grant Agreement and indefinitely after its termination.

59. Not Used

PART 9- DISPUTE AND LAW

60. Governing Law

The Agreement shall be governed by and interpreted in accordance with English law and the Parties submit to the exclusive jurisdiction of the courts of England.

61. Not Used

PART 10 - ADDITIONAL CONDITIONS

62. Not used

63. Prevention of Corruption

The provisions of clause 27.3 shall apply where the Service Provider shall have given any fee or reward the receipt of which is an offence under sub-section (2) of Section 117 of the Local Government Act 1972.

64. Service Providers Staff

- 64.1 The Service Provider shall take the steps reasonably required by the Commissioner to prevent unauthorised persons being admitted to the Premises. If the Commissioner gives the Service Provider notice that any person is not to be admitted to or is to be removed from the Premises or is not to become involved in or is to be removed from involvement in the performance of the Grant Agreement, the Service Provider shall comply with such notice and if required by the Commissioner the Service Provider shall replace any person removed under this condition with another suitably qualified person and procure that any pass issued to the person removed in connection with the performance of the Services and/or access to the Premises is surrendered.
- 64.2 The Service Provider shall take all reasonable steps to verify their employees proof of identity and retain documentation confirming the actions that have been taken. If and when instructed by the Commissioner, the Service Provider shall give to the Commissioner a list of names and addresses of all persons who are or may be at any time concerned with the Services, or any part of them, specifying the capabilities in which they are so concerned and giving such other particulars, evidence of identity and other supporting evidence as the Commissioner may reasonably require to undertake appropriate

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security checks. For the purposes of undertaking such checks it shall normally be a requirement that the employee has a minimum of three (3) years UK residence. In work having access to inter alia, sensitive police information, police sites, police systems and police assets and on the advice of the Norfolk Constabulary Vetting Manager it shall normally be a requirement that the employee has a minimum of five (5) years UK residence. In exceptional circumstances employees may be considered for such checks with less than the three (3) or five (5) years of UK residence.

- 64.3 The decision of the Commissioner as to whether any person is to be admitted to or is to be removed from the Premises or is not to become involved in or is to be removed from involvement in the performance of the Grant Agreement and as to whether the Service Provider has furnished the information or taken the steps required of him by this condition shall be final and conclusive.
- 64.4 It is the Service Provider's responsibility to ensure that the Commissioner is notified of any significant changes regarding personal details for any of their staff subject of the Commissioner's security clearance. The Service Provider shall immediately advise the Commissioner of the following changes to staff details, to include but not limited to, changes in name, address, and also any convictions, cautions, reprimands, warnings or fixed penalty notices received in order that security clearance can be reconsidered. If in doubt, the Norfolk Constabulary Central Vetting Unit should be notified and will consider the circumstances of each particular case.
- 64.5 The Service Provider shall bear the cost of any notice, instruction or decision of the Commissioner under this condition.
- 64.6 The Service Provider's personnel shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force from time to time for the conduct of personnel when working on the Commissioner's premises.

65. Force Majeure

- 65.1 The Commissioner reserves the right to defer the date of delivery or payment or to cancel all or part of the Grant Agreement or reduce the volume of the Services ordered if it is prevented from or delayed in the carrying on of its business through any circumstances beyond its reasonable control.
- 65.2 Without prejudice to the generality of clause 65.1 the following shall be included as causes beyond the Commissioner's reasonable control:-
- 65.2.1 governmental actions, war or threat of war, national emergency, riot, civil disturbance, sabotage or requisition;
- 65.2.2 Act of God, fire, explosion, flood, epidemic or accident;
- 65.2.3 import or export regulations or embargoes; or
- 65.2.4 labour disputes including disputes involving the workforce of the Commissioner, the Seller or any third party.

66. Dispute Resolution

- 66.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement within 30 days of either Party notifying the other of the dispute, such efforts shall involve the escalation of the dispute to the Chief Executive of the Commissioner and CEO of the Service Provider.
- 66.2 Nothing in this dispute resolution procedure shall prevent the Parties from seeking from any court of the competent jurisdiction an interim order restraining the other Party from doing any act or compelling the other Party to do any act.

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- 66.3 If the dispute cannot be resolved by the Parties pursuant to Clause 66.1 the dispute shall be referred to mediation pursuant to the procedure set out in Clause 66.5 unless (a) the Commissioner considers that the dispute is not suitable for resolution by mediation; or (b) the Service Provider does not agree to mediation.
- 66.4 The performance of the Agreement shall not be suspended, cease or be delayed by the reference of a dispute to mediation and the Service Provider (or employee, agent, supplier or sub-Contractor) shall comply fully with the requirements of the Agreement at all times.
- 66.5 The procedure for mediation and consequential provisions relating to mediation are as follows:
- (a) it is agreed that the mediator ("the Mediator") shall be engaged through the PASS Alternative Dispute Resolution Expert (PADRE) Service provided by BiP Solutions Ltd.
 - (b) The mediation process and timescales shall be in accordance with the PADRE procedure.
 - (c) Unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings.
 - (d) If the Parties reach agreement on the resolution of the dispute, the agreement shall be reduced to writing and shall be binding on the Parties once it is signed by their duly authorised representatives.
 - (e) Failing agreement, either of the Parties may invite the Mediator to provide a non-binding but informative opinion in writing. Such an opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to the Grant Agreement without the prior written consent of both Parties.
 - (f) If the Parties fail to reach agreement in the structured negotiations within 60 days of the Mediator being appointed, or such longer period as may be agreed by the Parties, then any dispute or difference between them may be referred to the Courts unless the dispute is referred to arbitration pursuant to the procedures set out in Clause 66.6.
- 66.6 Subject to Clause 66.2, the Parties shall not institute court proceedings until the procedures set out in Clauses 66.3 and 66.5 have been completed save that:
- (a) the Commissioner may at any time before court proceedings are commenced, serve a notice on the Service Provider requiring the dispute to be referred to and resolved by arbitration in accordance with the provisions of Clause 66.7.
 - (b) if the Service Provider intends to commence court proceedings, it shall serve written notice on the Commissioner of its intentions and the Commissioner shall have 21 days following receipt of such notice to serve a reply on the Service Provider requiring the dispute to be referred to and resolved by arbitration in accordance with the provisions of Clause 66.7.
 - (c) the Service Provider may request by notice in writing to the Commissioner that any dispute be referred and resolved by arbitration in accordance with the provisions of Clause 66.7, to which the Commissioner may in its discretion consent as it sees fit.
- 66.7 In the event that any arbitration proceedings are commenced pursuant to Clause 66.6, the following provisions shall apply:
- (a) the arbitration shall be governed by the provisions of the Arbitration Act 1996;

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- (b) the Commissioner shall give a written notice of arbitration to the Service Provider (“the Arbitration Notice”) stating:
 - (i) that the dispute is referred to arbitration; and
 - (ii) providing details of the issues to be resolved;
- (c) the London Court of International Arbitration (“LCIA”) procedural rules in force at the date that the dispute was referred to arbitration in accordance with 66.7(b) shall be applied and are deemed to be incorporated by reference to this Agreement and the decision of the arbitrator shall be binding on the Parties in the absence of any material failure to comply with such rules;
- (d) the tribunal shall consist of a sole arbitrator to be agreed by the Parties;
- (e) if the Parties fail to agree the appointment of the arbitrator within 10 (ten) days of the Arbitration Notice being issued by the Commissioner under 66.7 (b) or if the person appointed is unable or unwilling to act, the arbitrator shall be appointed by the LCIA;
- (f) the arbitration proceedings shall take place at the Commissioner’s Headquarters and in the English language; and
- (g) the arbitration proceedings shall be governed by, and interpretations made in accordance with, English law.

67. Entitlement to Contract

The Commissioner has the right to contract with any person or persons, firm or company other than the Service Provider for the supply of similar services to the Services which may from time to time be provided pursuant to this Grant Agreement.

68. Competition

If, during the period of the Grant Agreement, the Commissioner learns that it is possible to obtain similar provision of the Services at a lower price than the Grant applied for, then the Commissioner may request the Service Provider to review the Grant and should the Service Provider be unwilling to do so, the Commissioner shall be free to commission such Services from the alternative source without incurring any liability.

69. Not used.

70. Hazardous Materials and Dangerous Substances

70.1 The Service Provider shall be responsible for complying with the requirements of COSHH Regulations 1988 and all other relevant UK and International Agreement relating to the packaging, labelling and carriage of hazardous goods and Materials, including relevant statutory regulations and Code of Practice.

70.2 As soon as possible following the Grant Agreement all information held or reasonably available to the Service Provider regarding any potential hazards known or believed to exist in the transport, handling or use of the Materials supplied shall be promptly communicated to the Commissioner.

71. Canvassing

Canvassing is prohibited and any Applicant who is guilty of so doing will be disqualified and apart from any other action which may be taken against him may not be allowed to apply again for a Grant to the Commissioner for up to 3 years following the date of expiry of the Agreement.

72. Management of Risk

- 72.1 It shall be a condition of the Agreement that the Service Provider shall continuously monitor the Grant Agreement for any emerging risks. Where the Service Provider identifies such an emerging risk that has the potential to effect the execution of the Agreement in any way whatsoever, then the Service Provider shall immediately notify the Authorised Officer in writing, clearly identifying the risk, the potential implications for the Commissioner and the actions that may be taken to eliminate or mitigate such risk.
- 72.2 In consultation with the Service Provider, the Commissioner shall agree the course of action that shall be taken in relation to the risk identified.
- 72.3 No additional costs shall be payable by the Commissioner as a result of any risk and subsequent action unless agreed in writing by the Authorised Officer.

73. Environmental Procurement

The Service Provider shall, in the provision of the Goods and / or the delivery of the Service, support the Commissioner in the achievement of his Environmental Procurement Policy, which will be an Annex to the Grant Agreement.

74. Waste Electrical and Electronic Equipment Regulations 2006

- 74.1 The Service Provider shall indemnify the Commissioner fully and shall keep the Commissioner fully indemnified against all liability, loss, damages, injury, costs, claims and expenses (including legal expenses) suffered or incurred by the Commissioner in connection with the WEEE Regulations 2006.
- 74.2 In the event that the Service Provider's business is transferred in whole or in part to another person or organisation, and the Commissioner does not invoke its right to terminate the Agreement in such circumstances, the Service Provider shall retain producers responsibility under the WEEE Regulations 2006, unless the transferee has agreed to meet the producer's obligations in respect of any Goods (i.e. electronic or electrical equipment) under the WEEE Regulations 2006.
- 74.3 The Service Provider warrants to the Commissioner that the Goods shall comply with any statute, statutory order, directive or regulation or relevant International, European or British Standard (or equivalent required by the Purchaser) and any voluntary codes of conduct relating to the Goods and their sale and subsequent disposal in force at the time of delivery.

75. TUPE (The Transfer of Undertakings (Protection of Employment) Regulations 2006

- 75.1 Where the Transfer of Undertakings (Protection of Employment) Regulations 2006 apply, in respect of the award of the Grant Agreement, the undertaking concerned (or any relevant part of the undertaking) shall transfer to the Service Provider on the commencement of the Grant Agreement.
- 75.2 The Service Provider shall provide to the Commissioner all employee information necessary for TUPE six months prior to the Grant Agreement expiry date.
- 75.3 The Service Provider shall allow the Commissioner to use the information for the purposes of TUPE and of inviting grant applications. The Service Provider will co-operate with the re-advertising of the Grant Agreement by allowing the body to whom the new Grant Agreement is awarded ("Transferee") to communicate with and meet the affected employees and/or their representatives.
- 75.4 The Service Provider agrees to indemnify the Commissioner fully and to hold it harmless at all times from and against all actions, proceedings, claims, expenses, awards, cost and all other liabilities whatsoever in any way connected with or arising from or relating to the provision of the above information.

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75.5 The Service Provider agrees to indemnify the Commissioner from and against all actions, proceedings, claims, expenses, awards, costs and all other liabilities (including legal fees) in connection with or as a result of any claim or demand by any employee or other employee or person claiming to be an employee on any date upon which the Grant Agreement is terminated and/or transferred to any third party ("Relevant Transfer Date") arising out of their employment or its termination whether such claim or claims arise before or after the Relevant Transfer Date.

76. Whistleblowing

76.1 The Service Provider shall notify the Chief Executive to the Police Commissioner immediately if it has reason to suspect that any malpractice has occurred or is occurring or is likely to occur. However, if the Service Provider feels that the concern cannot be raised with the Chief Executive the Service Provider can raise the concern externally in accordance with the Constabulary's Whistleblowing (Complaints) Procedure by going to the following address: <http://www.norfolk.police.uk>.

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



OFFICE OF THE POLICE & CRIME COMMISSIONER FOR NORFOLK

Service Specification for an Independent Sexual Violence Advisory Service (ISVA) in Norfolk

Grant Specification

1. Introduction:

Independent Sexual Violence Advisors (ISVAs) are victim-focused advocates who are funded to work with victims of serious sexual crimes and to enable them to access the services they need in the aftermath of the abuse they have experienced. Also, in addition to supporting them throughout the criminal justice process as necessary. The nature of the support that an ISVA provides will vary from case to case, depending upon the support requirements of the victim and their particular circumstances. However, there are a core set of expectations of ISVAs and the services that they shall provide.

The service will be provided by two ISVA's embedded within the Harbour Centre, offering a service during normal working hours, Monday to Friday 08.00 am to 5.00 pm.

1.1 Aims, Outcomes and Values ISVA's must

- Provide a victim-focused, independent service, distinct from the role of crisis worker or counsellor, through working in partnership with a range of local statutory and voluntary services in order to best support victims of recent or historic sexual violence and abuse
- Provide support to victims in relation to the criminal justice process, from reporting a crime, or deciding whether to report a crime, throughout the trial process as necessary
- Provide advice and support across a wide range of issues, such as housing, health, and education that will help to support the victim in the aftermath of the abuse.
- Provide a service that will be accessible for those victims where English is not their first language.

1.1.1 ISVA's will:

- Complete accredited training specifically designed to support them in delivering this service
- Build links with other delivery agencies to enable them to deliver relevant support to victims, such as housing and health services
- Fulfil relevant monitoring processes as requested by the OPCC to enable better understanding of victims' needs and requirements

1.2 Background

- 1.2.1 An ISVA service will offer 'victims of rape and serious sexual assault a needs led response, delivered in partnership with other agencies, that pro-actively addresses and supports a victim's practical and emotional needs, empowers them and provides effective referral pathways where appropriate.

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Although the service does not work directly with children under the age of 18, it will make referrals to safeguard children at risk of harm.

1.3 Demand Across Norfolk

1.3.1 Sexual violence is an under reported crime and it is recognised that the true extent of unmet demand is not yet fully understood.

1.3.2 It is anticipated that the number of cases discussed for Norfolk will increase by approximately 10% up to year end 31st March 2016.

1.4 The Grant Agreement

1.4.1 The grant agreement will be for one service covering the whole of the County of Norfolk. The maximum amount of grant that has been provisionally allocated for this service over the next three financial years is detailed at Appendix 3 and will be reviewed on a quarterly basis, throughout the duration.

1.4.2 Leeway will offer a consistent service to best practice standards, covering need across Norfolk. Compliance with standards will be monitored in regular reviews with The Commissioner, be delivered in the best interests of service users and effectively delivered against required outcomes.

1.4.3 The grant allocation is subject to ongoing audit and scrutiny in accordance with the National Audit Office guidelines. The Commissioner reserves the right to review or rescind any grant for a service that is not providing value for money.

1.5 Commissioning

1.5.1 The Office of the Police and Crime Commissioner for Norfolk will be responsible for monitoring the service and will review ongoing performance and quality management.

Service Specification

1.6 Scope of the Service

The service will:

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- Support victims of rape and serious sexual assault across Norfolk
- Provide individual support to any victim of Rape and serious sexual assault
- Identify other partner agencies that currently support the victim and their family, and seek to co-ordinate activity in improving victim care.
- Identify and seek to fill gaps in services for victims by engaging with other partner agencies.
- Ensure effective referral to other appropriate services
- Offer a consistent support service to all eligible victims.
- Ensure staff have access to relevant Police systems (OI (Office Infra-structure) including email , internet and CIS/Athena).
- Be flexible in order to target an initial response to referrals within a maximum of 7 days or sooner if required. A degree of flexibility in approach to hours worked in order to meet the needs of clients

1.7 Location

The service will:

- Locate the ISVA's within the Harbour Centre at Reepham Road, Hellesdon, Norwich, Norfolk.
- be provided in such a way as to deliver the objectives and outcomes set out in paragraph 1.1 in particular in relation to accessibility to different service user groups, and access to justice.

1.8 Access to Services

The service will:

- Receive referrals via the Harbour Centre who will triage and allocate to the most relevant ISVA depending on geographical location/catchment area.
- Monitor referral routes, profiles and service user engagement to ensure that referrals from partner agencies are in line with expectations and publish monthly agreed performance data to partners.
- Work proactively to ensure that a non-discriminatory service is accessible to all eligible victims, including identifying and implementing a strategy to overcome barriers to access for vulnerable groups such as elderly people and from hard to reach communities.
- The ability to influence strategic partnerships in relation to the work of the ISVA post, ensuring that links are made between local priorities, strategies and funding streams and the purpose of the ISVA service

1.9 Nature of Support

1.9.1 The service will provide a consistent, evidence based and effective response to victims of rape and serious sexual assault.

The service will:

- Provide practical and emotional support to victims.
- Support victims through the Criminal Justice System as necessary

1.10 Case Management and Supervision

1.10.1 The service will have a robust case management and supervision process in place to ensure effective practice by appropriately qualified staff from the point of intake to case closure or exit from the intervention.

The service will:

- Have a referral process that aims to maximise engagement by pro-actively contacting victims within a maximum of 7 days of referral. The Harbour Centre will send a letter to the victim after attendance at the SARC or upon receipt of referral to inform the victim who their allocated ISVA is. Thereafter, the ISVA will attempt contact for initial engagement no more than three times. Once engagement is established there will be a minimum contact of once per month. Where required contact will be made sooner and contact will be more regular depending on the individual needs of the client.
- Allocate an appropriately qualified and/or specialised ISVA to provide seamless support to **engaged victims from referral to case closure**. Manage caseloads to deliver the outcomes detailed in the specification.
- Once all practical support has been completed a minimum of 3 months emotional support will be offered. Anything more than this will need to be authorised by the SARC Manager or ISVA Manager.
- Maintain comprehensive case files for service users engaged with the provider.

1.11 (Not applicable)

1.12 Performance Monitoring Framework

1.12.1 The performance monitoring framework will include measures of both outputs and outcomes. The key outcomes measures to be monitored are:

- Victims supported through the criminal justice system
- Self-referral Victims supported and empowered to report to the Police
- Victims supported to access sexual health screening and any other services that are required
- Victims report improved health and wellbeing.
- All identified victims offered an equal and accessible service that best meets their needs.
- Children at risk, identified and referred appropriately.

The service will:

NOT PROTECTIVELY MARKED

- Provide a quarterly report to the Commissioner which includes evidence to support performance against the outcome measures above. Any material deviation from quality indicators or other monitored metrics must be identified together with any explanatory notes or service developments or corrective actions taken and flagged outside of the quarterly report.
- Provide a quarterly survey of service user feedback and, where applicable, outline any service developments or corrective actions taken as a result of this feedback.
- Provide input to the SARC Quality Operational Group.
- Provide audited annual accounts for the provider, and a supplementary schedule of annual income and direct expenses relating to the commissioned service.
- If required, attend quarterly meetings with the Commissioner for the purpose of contract management and quality monitoring. Attend other ad hoc meetings if required.

1.13 Human Resources

- 1.13.1 The service will have a strong policy framework which reflects the specific challenges of working with victims of rape and serious sexual assault. They will employ qualified, competent and well supported staff, recruit them in a safe and considered way and provide them with opportunities for Continuous Professional Development (CPD).

The service will:

- Ensure that staff are recruited, inducted, trained and supported appropriately for working with those who have experienced rape and serious sexual assault.
- Ensure that staff will have ISVA training
- Proactively work to provide opportunities for staff to develop specialisms by providing opportunities for training and CPD.
- Provide regular independent clinical supervision to all staff working with victims.
- Effectively manage the risks that staff experience through their work, and be able to address the situation where employees are victims or perpetrators.

1.14 Data Sharing and Case Management

The service will:

- Ensure that all aspects of casework and case file recording meet their legal and best practice duties to the victim, specifically:
 - Confidentiality and its limitations are clearly explained to victims during the intake process.
 - Victims are provided with a confidentiality agreement to sign to say they have understood confidentiality and information sharing and to consent to support.
 - Case files are stored securely (e.g. password protected/ locked in cabinets).

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- Clearly define the range of information that can be shared and with whom Sign up to the Harbour Centre Information Sharing Agreement (currently being written)
- Ensure all staff that need to share information, are trained to understand and adhere to the protocols.

1.15 Governance

- 1.15.1 The service will have clarity of accountability between their executive and non-executive roles (trustees/board) with robust performance management, risk and financial management systems and a clear strategy, operating plan and budget.

The service will:

- Be placed within a robust framework with clear lines of accountability between all staff and between the executive management and the board.
- Have appropriate role descriptions in place for all staff.
The service will have a management or board structure that:
- Monitors appropriate data to measure the performance and outcomes and regularly reviews practice to ensure continuous evidence led service development or corrective action when required.
- Can demonstrate that resources are allocated according to risk and need, and this is reflected in the caseloads of frontline practitioners.
- Receives regular information to ensure that a non-discriminatory service is being offered to all eligible victims.
- Takes account of stakeholder's views in reviewing and developing the service, and ensures there are systems in place to monitor victim's views and experiences.
- Identifies and manages key legal, financial and operational risks and has a clear strategy for maintaining its activities within a sustainable organisation.
- Takes responsibility for ensuring that the service meets its contractual requirements.

1.16 Safeguarding

The service will:

- 1.16.1 Ensure that the welfare and rights of children and young people remains paramount and that all children and young people are effectively safeguarded with due consideration but not exclusively to the:
- Children's Act 1989 & 2004.
 - Human Rights Act 1998.
 - United Nations Convention on the Rights of the Child (UNCRC).
 - Homelessness Act 2002.
- 1.16.2 Ensure that all staff, conform to all safeguarding children and child protection legislation, national Working Together guidelines and the safeguarding children procedures.

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- 1.16.3 Ensure that all staff conform to safeguarding adults' policy and procedures.
- 1.16.4 Ensure that frontline practitioners have the relevant level, for their role, of safeguarding training as identified by the Local Safeguarding Children's Board (LSCB).
- 1.16.5 Ensure that frontline practitioners have the relevant level, for their role, of safeguarding training as identified by the Local Safeguarding Adults Board (LSAB).
- 1.16.6 Comply with any future amendments/additions to such legislation and/or guidelines.

1.17 Disclosure and Barring Service (DBS)/ Criminal Records Bureau (CRB) Checks

The service will:

- Ensure at all times that all staff have current enhanced Disclosure and Barring Service and barred list checks or enhanced Criminal Records Bureau clearance, which includes the Protection of Children Act (POCA), and that this clearance is repeated on such a regular basis as is reasonably necessary for the duration of the agreement.
- Ensure that any employee or out-sourced third party provider whose alleged conduct places a child or vulnerable adult at risk or might bring the Commissioner into disrepute will be the subject of immediate investigation by the provider and dealt with appropriately.

1.18 Equality and Diversity

The service will:

- Have a clear, published Equality and Diversity Strategy.
- Be able to demonstrate compliance with Equalities legislation.
- Ensure that Equality and Diversity policies and procedures are in place and implemented.
- Tackle any unlawful discrimination, harassment and victimisation.
- Ensure that Equal opportunities are advanced across the organisations in line with The Equality Act 2010.
- Have an internal policy relating to tackling domestic abuse.

1.19 (FOI) Freedom of Information Act

- Applicants shall treat all unclassified information supplied by the Commissioner as "Restricted - Commercial". The Commissioner shall treat as "Restricted - Commercial" any information which the Applicant so designates until an agreement has been granted or the process closed. Thereafter, all information held by the Commissioner shall be subject to the requirements of the Freedom of Information Act 2000.

NOT PROTECTIVELY MARKED

Annex 2

This Annex was removed

Invoicing:

Invoices relating to the costs as detailed within Annex 2; to be submitted in equal amounts, quarterly in advance and to the satisfaction of the Commissioner.

Contract Variation Form No 1

Provider: Leeway Domestic Violence & Abuse Services	Agreement No: 2015-035
Title: ISVA Service for the County of Norfolk	Agreement Period: 3 years

It is hereby agreed that the following Variation to Grant Agreement No 2015-035 shall take effect from 1st April 2016

Signed for and on behalf of the Commissioner



Name

MARK STOKES

Position

CHIEF EXECUTIVE

Date

24 MARCH 2016

Signed for and on behalf of the Provider



Name

D.L. SMITH

Position

CHIEF

Date

3.3.16