



THE POLICE & CRIME COMMISSIONER FOR CLEVELAND

DECISION RECORD FORM

REQUEST:

To approve funding for a Victim Referral Services Project Manager

Title:

Victim Referral Services Project Manager

Executive Summary:

The proposal is to engage a project manager to research, analyse and develop an 'ideal' victims service framework for the Cleveland and Durham areas from 1st April 2016. The project manager will be directed by the Strategic Board and the Monthly Grant Review Board set up under the Grant Agreement for Victim Referral Services. The project manager will be required to operate with an appropriate degree of autonomy and ethical separation from Victim Support to ensure independence when investigating, auditing and delivering recommendations related to the projects and tasks given by the boards. Suitable provision has been made in the grant agreement to this effect. Further information can be found in the project proposal and grant agreement appended to this decision.

Decision:

To grant fund Victim Support £27,000 for the provision of a Victim Referral Services Project Manager.

Implications:

Has consideration been taken of the following:	Yes	No	
Financial	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Legal	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Equality & Diversity	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Human Rights	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Sustainability	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Risk	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

(If yes please provide further details below)

Decision Required – Supporting Information

Financial Implications: (Must include comments of the PCC's CFO where the decision has financial implications)

Victim Support has also contributed £16,391 from fundraising reserves to contribute to this project and reduce the cost to each PCC's office. The PCC has sufficient funding available within the 2015/16 budget to support this proposal.

Legal Implications: (Must include comments of the Monitoring Officer where the decision has legal implication)

Grant funding arrangement pursuant to s143 Anti-Social Behaviour, Crime & Policing Act 2014. Legal matters are catered for by the grant agreement.

Equality and Diversity Implications

None arise

Human Rights Implications

None arise

Sustainability Implications

None arise

Risk Management Implications

Risk management is addressed by way of the stipulations of the grant agreement and the parent grant agreement with Victim Support in respect of referral services.


OFFICER APPROVAL**Chief Executive**

I have been consulted about the decision and confirm that financial, legal, and equalities advice has been taken into account. I am satisfied that this is an appropriate request to be submitted to the Police and Crime Commissioner.

Signed:  Date: 21/7/15

Police and Crime Commissioner:

The above request HAS / ~~DOES NOT~~ HAVE my approval.

Signed:  Date: 21/7/15

Cleveland and Durham Victims OPCC project proposal for 2015-2016.

Background

Victim Support has provided support in relation to research and analysis around victims throughout 2014-2015. Primarily, this work has been delivered by Verna Fee. Verna has also been supported by a project officer and a Lead Manager with input from Divisional Manager, Jo Parks.

Support provided throughout 2014-2015 has included;

- Management, delivery and co-ordination of Victims Strategic Planning Groups
- Coordination and support of sub groups as a result of Victims Strategic Planning Group (i.e. Hate Crime sub group)
- Development, support and reporting responsibilities relating to recently launched Soft Intelligence tool
- Dip sampling projects to monitor the victims' journey through Cleveland and Durham force areas and subsequent reports regarding analysis of process for victim referrals
- Development and project management of the Cleveland Victims Directory website

Proposal

The proposal is to employ a project manager to research, analyse and develop an 'ideal' victims service framework for the Cleveland and Durham areas from 1st April 2016. The project manager will focus on impartial best practice guidance and recommendations.

The project manager will have a clear work plan from 1st April 2015 – 31st March 2016, focusing on projects designed to provide the OPCC offices with as much local information, research and analysis around victim need and victim support services.

The project managers projects and tasks will be directed by the Strategic Board and the Monthly Grant Review Board set up under the Grant Agreement for Victim Referral Services. The project manager will be required to operate with some degree of autonomy from Victim Support to ensure independence when investigating, auditing and delivering recommendations related to the projects and tasks given by the boards. This autonomy however is not to conflict with any contract of employment or professionalism required. This arrangement is to ensure impartiality is achieved with regards to future services. Both the PCCs and Victim Support will be able to meet with the project manager both jointly and unilaterally, and the project manager may be asked to spend much of their time based within either one of the PCCs offices, as required. For the avoidance of doubt, no contract of employment will be created between the project manager and/or team and the PCCs.

Victim Support is proposing that the Project Managers works 30 hours per week plus a Project Officer supporting the project of work for 15 hours per week plus guidance and support from Victim Support's Lead Manager and Divisional Manager.

The year's funding will begin with the Project Manager, Project Officer and Lead Manager, together with PCC's officers, developing a year-long work programme ensuring current work (Soft Intelligence annual report, Hate Crime Dip Sampling, maintenance of the Cleveland ongoing Directory, incorporation of Durham into the online Victims Services Directory) is scheduled early within the

year to allow enough flexibility to incorporate future aspirations of both PCC offices. It is anticipated that 2015-2016 will be a year of significant change and therefore both PCC's offices will require a great deal of research and support.

The work programme for 2015-2016 will be jointly agreed between Victim Support and the PCC's offices with regular review throughout the year, as priorities or circumstances change. Any significant time demanding new projects where the Project team are unable to deliver in the hours available within the agreed hours and funding will be discussed on a case-by-case basis and suitable solutions developed.

This proposal includes the previously agreed annual maintenance fee for the Soft Intelligence Tool and hosting fee for the online directory. Victim Support has also contributed £16,391 from our fundraising reserves to contribute to this project and reduce the cost to each PCC's office.

Clear exceptions and boundaries of these project roles

All of the roles mentioned in this proposal will have no involvement whatsoever in anything relating to commissioning, procurement or have any bias towards any particular agency. The dotted line management approach will ensure this commitment to impartiality is maintained at all times.

Financial information

Please see attached spreadsheet. Please note the inclusion of Divisional Manager hours and rent rates are not a duplication of any other pieces of funding. The Divisional Manager, Jo Parks, has had significant input in previous Project work and will continue to do so in 2015-2016.

Contact details

Jayne Forman

Lead Witness Service and Specialist Services Manager for the North East & North Yorkshire

Victim Support, 4 Longlands Road, Middlesbrough, TS4 2JL

Tel: 01642 832302. Email: Jayne.forman@victimsupport.org.uk



GRANT AGREEMENT

BETWEEN

POLICE AND CRIME COMMISSIONER FOR CLEVELAND

AND

POLICE AND CRIME COMMISSIONER FOR DURHAM

AND

VICTIM SUPPORT

FOR

VICTIM REFERRAL SERVICES PROJECT MANAGER

GRANT NUMBER/REFERENCE: - OPCCC-GRANT-0121

1ST APRIL 2015

GRANT PARTICULARS

Police and Crime Commissioner for Cleveland (CPCC) & Police and Crime Commissioner for Durham (DPCC)

PCC	Either or both of the Office of the Police and Crime Commissioner for Cleveland (CPCC) & the Office of the Police and Crime Commissioner for Durham (DPCC)
Recipient	Victim Support, Victim Support National Centre, Hallam Street, London, W1W 6JL, Charity Registration 298028, Company No. 2158780
Grant Agreement	<p>The agreement between the PCC and the Recipient for the Purpose consisting of the following listed documents which shall be read as one document. In the event of any ambiguity, conflict or contradictions between the documents, the conflict will be resolved according to the following order of priority:</p> <ol style="list-style-type: none"> 1. the Grant Particulars; 2. the Grant Terms and Conditions; 3. the Purpose; 4. the Business Case
Commencement Date	1 st April 2015
Purpose / Service(s) / Specification / Description of Requirement	Full details of the Purpose are provided in Schedule 1 of the Grant Agreement
Victim Referral Service Project Manager	Grant Agreement for the provision of a victim referral services Project Manager
Grant Monitoring Arrangements	<p>A monthly report recording the delivery of the Purpose of the Grant in accordance with the Performance and Monitoring Requirements identified in Schedule 1</p> <p>Financial reporting is to be submitted in accordance with Schedule 2</p>
Grant	<p>The "Grant" means the grant payable by the PCC to the Recipient under the terms of this Grant Agreement, the amount of which (the "Grant Amount") shall not be more than from the CPCC and from the DPCC</p> <p>The payments will be made in accordance with the</p>

	Payment Schedule	
Payment Schedule	From CPCC £6,750 £6,750 £6,750 £6,750 From DPCC £6,750 £6,750 £6,750 £6,750 Recipient will contribute £16,391 from its fund raising to supplement the project costs.	30 June 2015 30 September 2015 31 December 2015 31 March 2016 30 June 2015 30 September 2015 31 December 2015 31 March 2016
Funding Period	means the financial year from 1 st April 2015 to 31 st March 2016	
Grant Term	1 year	
Grant Termination Date	31 st March 2016	
Termination Notice Period	Any unspent element of the Grant may be terminated at any time	
Limitation of Liability	Public Liability cap of £10,000,000 (ten million pounds) Professional Liability cap of £5,000,000 (ten million pounds)	
Review intervals	The PCC Authorising Officers will meet with the recipient every month in order to discuss delivery under the Grant Agreement.	

PCC for Cleveland Authorised Officers		
Name	Position	Contact Details
Joanne Hodgkinson	Governance Manager	01642 301635 Joanne.hodgkinson@cleveland.pnn.police.uk
Jonathan Whitley	Strategic Contracts Manager	01642 301263 Jonthan.whitley@cleveland.pnn.police.uk

PCC for Durham Authorised Officers		
Name	Position	Contact Details
Charles Oakley	Resources and Business Manager	03000 264 978 charles.oakley@durham-pcc.gov.uk

Recipient Manager			
Name		Contact Details	
Johanna Parks		07891 581946 01642 297000 Johanna.parks@victimsupport.org.uk	
Recipient Key Personnel			
Name	Position		Contact Details
Nicola Crawford	Lead	Victim Service Manager	01388 664111 Nicola.crawford@victimsupport.org.uk
Verna Fee	Victim	Referral Services Project Manager	Verna.fee@victimsupport.org.uk

Insurance	
Insurance type:	Minimum level
Employers Liability Insurance	As per Recipients operational requirements
Public Liability Insurance	£10,000,000 (ten million pounds)
Professional Indemnity Insurance	£5,000,000 (five million pounds)

SIGNED BY the duly authorised representatives of the parties on _____ 2015

SIGNED BY

duly authorised to sign for and
on behalf of Victim Support -

SIGNED BY

duly authorised to sign for and
on behalf of Police and Crime Commissioner for Cleveland

SIGNED BY

duly authorised to sign for and
on behalf of Police and Crime Commissioner for Durham

SCHEDULE 1 – PURPOSE

1 BACKGROUND

- 1.1 Victim Support has provided support in relation to research and analysis around victims throughout 2014-2015. Primarily, this work has been delivered by a small team within Victim Support. The team constituted a lead officer, a project officer and a Lead Manager with input from the Divisional Manager.
- 1.2 Support provided throughout 2014-2015 has included;
 - 1.2.1 Management, delivery and co-ordination of Victims Strategic Planning Groups
 - 1.2.2 Coordination and support of sub groups as a result of Victims Strategic Planning Group (i.e. Hate Crime sub group)
 - 1.2.3 Development, support and reporting responsibilities relating to recently launched Soft Intelligence tool
 - 1.2.4 Dip sampling projects to monitor the victims' journey through Cleveland and Durham force areas and subsequent reports regarding analysis of process for victim referrals
 - 1.2.5 Development and project management of the Cleveland Victims Directory website

2 PROPOSAL

- 2.1 The proposal is to provide project management services and delivery of projects ('the project services') to research, analyse and develop an 'ideal' victims service framework for the Cleveland and Durham policing areas from 1st April 2016. The parties envisage that the project services will primarily be provided by a single Project Manager, and that expression is used throughout this agreement; in the event that more than one person provides the project services, the expression 'Project Manager' shall be construed accordingly. The Project Manager will focus on impartial best practice guidance and recommendations.
- 2.2 Obligations of autonomy, ethical separation and confidentiality. The project services will be provided by way of a retainer with Victim Support which is discrete from the core Victim Referral Services arrangement and which
 - 2.2.1 Permits the Project Manager to operate with the necessary autonomy and ethical separation from Victim Support, to ensure that advice and assistance to CPCC and DPCC is objective; and
 - 2.2.2 Permits the project manager to maintain a relationship of proper professional privilege and confidentiality with CPCC and DPCC, in which regard the parties will enter into a suitable form of Confidentiality Agreement which respects both that

requirement and the requirement of good faith in the discharge of any contract of employment or contract for services between the Project Manager with Victim Support.

- 2.3 The Project Manager will have a clear work plan from 1st April 2015 – 31st March 2016, focusing on projects designed to provide the OPCC offices with as much local information, research and analysis around victim need and victim support services.
- 2.4 The Project Manager's projects and tasks will be directed by the Strategic Board and the Monthly Grant Review Board set up under the Grant Agreement for Victim Referral Services.
- 2.5 The professional autonomy in respect of the Project Manager is required in order to ensure independence when investigating, auditing and delivering recommendations related to the projects and tasks given by the boards. The Project Manager will be under the direction and control of the Strategic Board for the purposes of this retainer. The details of the work of the Project Manager and any documentation arising therefore may only be shared with CPCC and DPCC and may not be disclosed further without the consent of CPCC and DPCC. The team will be advised on cases by case basis when this is occurring. Victim Support will be kept informed of the nature of the tasks being undertaken in the discharge of this commission, but the detail of the work will remain confidential unless CPCC and DPCC agree otherwise on a case by case basis.
- 2.6 Victim Support will ensure that any contract of employment or commissioned service agreement/contract for services which support this project allows (either in its content or interpretation) for the Project Manager to abide by the obligations of autonomy, ethical separation and confidentiality set out at paragraph 2.2 and throughout this grant agreement. CPCC, DPCC and Victim Support recognise that these arrangements are necessary in order to ensure that no conflict of interest or significant risk of conflict of interest, arises for Victim Support in connection with any other current or potential commission from CPCC or DPCC.
- 2.7 Both the PCCs and Victim Support will be able to meet with the Project Manager/team both jointly and unilaterally.
- 2.8 The Project Manager/team may be asked to spend much of their time based within either one of the PCCs offices, as required to ensure privacy of certain types of information and products/reports delivered or reviewed. For the avoidance of doubt, no contract of employment will be created between the Project Manager and/or team and the PCCs.
- 2.9 Victim Support is proposing that the Project Manager works 30 hours per week on the project services and may be assisted from time to time by a Project Officer (for up to 15 hours per week) plus guidance and support from Victim Support's Lead Victim Service Manager and (where consistent with the obligations of autonomy,

ethical separation and confidentiality set out at paragraph 2.2) the Divisional Manager.

- 2.10 The year's funding will begin with the Project Manager, Project Officer and Lead Victim Service Manager, together with PCC's officers, developing a year-long work programme ensuring current work (Soft Intelligence annual report, Hate Crime Dip Sampling, maintenance of the Cleveland ongoing Directory, incorporation of Durham into the online Victims Services Directory) is scheduled early within the year to allow enough flexibility to incorporate future aspirations of both PCC offices. It is anticipated that 2015-2016 will be a year of significant change and therefore both PCC's offices will require a great deal of research and support.
- 2.11 The work programme for 2015-2016 will be jointly agreed (where consistent with the obligations of autonomy, ethical separation and confidentiality set out at paragraph 2.2) between Victim Support and the PCC's offices with regular review throughout the year, as priorities or circumstances change. Where a conflict of interest may arise, Victim Support will be consulted only in relation to the resources/capacity required in order to complete the piece(s) of work in question.
- 2.12 Any significant time demanding new projects where the Project team are unable to deliver in the hours available within the agreed hours and funding will be discussed on a case-by-case basis and suitable solutions developed.
- 2.13 This proposal includes the previously agreed annual maintenance fee for the Soft Intelligence Tool and hosting fee for the online directory. Victim Support has also contributed £16,391 from fundraising reserves to contribute to this project and reduce the cost to CPCC and DPCC (and therefore the public purse).

3 GOVERNANCE AND LEGISLATION

- 3.1 Clear exceptions and boundaries of these project roles
- 3.2 All of the roles mentioned in this proposal will have no involvement whatsoever in anything relating to commissioning, procurement or have any bias towards any particular agency. The dotted line management approach will ensure this commitment to impartiality is maintained at all times.
- 3.3 Meeting structures governing Grant Agreement
 - 3.3.1 Weekly meetings of the Victim Referral Services Project Team consisting of but not limited to the Victim Referral Services Project Manager, PCC for Durham Resources and Business Manager and PCC for Cleveland Governance Manager
 - 3.3.1.1 The minutes will be taken on a rotational basis by one of the attendees of the meeting.
 - 3.3.1.2 The terms of reference will initially be: -

- Project oversight (Appendix 1)
- Review processes and procedures to drive continuous improvement
- Address issues relating to data quality
- Highlight reports on projects
- Future plans, aims and objectives
- Resolve disputes and review complaints and commendations

Appendix 1 – Projects

The Police and Crime Commissioners for Cleveland and Durham (PCCs) have made clear their commitment to put victims at the heart of criminal justice processes. They are committed in their shared vision for the future of ensuring that every victim of crime and anti-social behaviour benefits from the best possible service according to their needs .

Too often the services received by victim are determined by crime type, we want to ensure that no matter what type of crime they have suffered from, victims feel that they get personal and professional support at times when they need to most.

We want to better identify our most vulnerable victims and focus our efforts on repeat victims to give them dedicated one to one support. We aim to reduce the confusion and often frustration that some victims have previously faced by receiving multiple contacts from different agencies.

The Solution: What will be different?

- Victims will receive tailored support to their individual needs and circumstances rather than crime type
- Repeat and vulnerable victims will receive one to one care from a victims advocate
- We want to ensure victims get the right support without them having to re-tell their story and relive their victimisation.
- Victims can choose to receive support at any point in their journey to recovery
- Victims are routinely offered the option of restorative justice and solutions
- Victims are routinely offered the option of restorative justice and solutions
- Providing a single point of contact will allow greater ownership of the whole victim journey from first reporting the incident to the police, throughout the investigation and criminal justice process and beyond.
- Refer and direct victims to relevant local support agencies or charities, giving the victims greater choice over the services they wish to receive.

The following Projects are to be delivered by the Recipient working in conjunction with the PCCs. The projects are: -

- Improving Victim Reporting Process
- Performance Management
- Develop a Multi-Agency Victims' Hub
- Implementation of Independent Victim Advocacy Model
- Protocols for Target Hardening

CLEVELAND AND DURHAM PC

Project Title		Improving Victim Reporting Process						
Background								
<ul style="list-style-type: none">To improve the overall quality of information collected, recorded and shared about the victim to allow compliance with VCOP and EU Directive.								
Solution								
<ul style="list-style-type: none">Agreement between Client and Recipient on the data sets that will improve quality and enable compliance.Modification of existing systems to hold and share the new data sets.								
Recipient Responsibilities								
<ul style="list-style-type: none">Review with each force the information that will be required to enable an individual victim needs assessment to be conducted in line with VCOP and the EU Directive requirements, to enable the appropriate developments in each Force's systems and to ensure that the VS Case Management System can receive and hold that information.								
Milestone Dates and Sign Off Criteria								
Task No.	Requirement	Comments	Delivery Date	Durham PCC Resource	Cleveland PCC Resource	Recipient Resource		
1	What victim information is needed to enable an effective assessment of needs and meet VCOP & EU Directive?		June 2015	[TBA]	[TBA]	[TBA]		
2	How are the Police capturing this information?	Capturing and recording key information so it is held specifically and not as part of free text information	June 2015	[TBA]	[TBA]	[TBA]		
3	Develop protocol to ensure standard capture and movement of key information about/from the victim	This is to ensure that the responding police officer or PCSO collects the key information in a standard format	June 2015	[TBA]	[TBA]	[TBA]		
4	How much change to the ADT would be required to transfer this		July 2015	[TBA]	[TBA]	[TBA]		

	information to VS CMS?							
5	Review of data sharing agreements	This must be agreed by data controllers of both Forces and Victim Support	July 2015	[TBA]	[TBA]	[TBA]		
6	When can the modifications be made to the existing Police system or a new one developed?	Modification of existing police system	September 2015	[TBA]	[TBA]	[TBA]		
7	When can the modifications be made to the VS data interface?	New interface into VS CMS	September 2015	[TBA]	[TBA]	[TBA]		
8	When can the modifications be made to the existing VS CMS or a new one developed?	Modification of VS CMS	September 2015	[TBA]	[TBA]	[TBA]		

Project Title		Performance Management					
Background							
<ul style="list-style-type: none">To formally agree the basis on which the Client holds the Recipient to account.							
Solution							
<ul style="list-style-type: none">An agreed monitoring and performance framework.An outcome based focus added to the current management information.							
Recipient Responsibilities							
Milestone Dates and Sign Off Criteria							
Task No.	Requirement	Comments	Delivery Date	Durham PCC Resource	Cleveland PCC Resource	Recipient Resource	
1	What are the throughput volumes?	For demand management	April 2015	[TBA]	[TBA]	[TBA]	
2	How will we capture the victims' experiences at start and end of their journey?	Utilise proposed VS "Outcomes Framework"	April 2015	[TBA]	[TBA]	[TBA]	
3	What modification is required to record outcome based measures?	Outcome based	April 2015	[TBA]	[TBA]	[TBA]	
4	Agree content and frequency of PM reports		April 2015	[TBA]	[TBA]	[TBA]	

Project Title		Develop a Multi-Agency Victims' Hub					
Background							
<ul style="list-style-type: none">To improve the overall experience of victims on their journey to recovery.							
Solution							
<ul style="list-style-type: none">A multi-agency hub informed by research and best practice.							
Recipient Responsibilities							
Review of the victim referral assessment:							
<ul style="list-style-type: none">Shared decision making in respect of the referral process to help manage the demand that will emerge from the EU Directive and VCOP.Shared location for the team involved in receiving referrals and needs assessment.Determine content of team to receive referrals and needs assessment.Review effectiveness and timeliness of the arrangements in place to contact victims.							
The project dates need completing, but the project must be completed to ensure compliance with VCOP and the EU Directive by November 2015.							
Milestone Dates and Sign Off Criteria							
Task No.	Requirement	Comments	Delivery Date	Durham PCC Resource	Cleveland PCC Resource	Recipient Resource	
1	Determine criteria to determine the appropriate level of victim support	Check VCOP & EU Directive Compliance by November 2015	[TBA]	[TBA]	[TBA]	[TBA]	
		Consider 8 Categories of Need	[TBA]	[TBA]	[TBA]	[TBA]	
		Volume Assessment based on new criteria	[TBA]	[TBA]	[TBA]	[TBA]	
2	Do we use the opt in/out process for onward referral?	Consideration of consent issues (for onward referral)	[TBA]	[TBA]	[TBA]	[TBA]	

3	How will Self-Referral and Referrals from BTP and Action Fraud be processed?		[TBA]	[TBA]	[TBA]	[TBA]
4	Volume Throughput Assessment	Analysis based on new criteria	[TBA]	[TBA]	[TBA]	[TBA]
5	Develop decision making approach to determine if help will be offered to victim?	Demand management	[TBA]	[TBA]	[TBA]	[TBA]
6	Develop decision making approach to determine the level of help to be offered to victim?	Demand management	[TBA]	[TBA]	[TBA]	[TBA]
7	Where will victim assessment be made?	Police / VS / LA / Shared Accommodation (Premises, ICT and Telephony)	[TBA]	[TBA]	[TBA]	[TBA]
8	What resources will be needed to support the decision making and resource allocation processes?	How many people to staff unit?	[TBA]	[TBA]	[TBA]	[TBA]
9	What are the service delivery hours?	Demand management	[TBA]	[TBA]	[TBA]	[TBA]
10	Victim Contact Method (Telephone v Written)	Demand management / Dip Sampling Exercise	[TBA]	[TBA]	[TBA]	[TBA]
11	In what circumstances will the written form be used?	Is e-mail better than SMS?	[TBA]	[TBA]	[TBA]	[TBA]
12	How are victims of SV / DV / DA to be supported?	SV / DV / DA how treated?	[TBA]	[TBA]	[TBA]	[TBA]
13	How are volunteers tasked?		[TBA]	[TBA]	[TBA]	[TBA]

Project Title		Implementation of Independent Advocate Model					
Background							
<ul style="list-style-type: none">To create a key support worker role for those victims with specific vulnerabilities and complex needs that may require enhanced support.							
Solution							
<ul style="list-style-type: none">Create Independent Victim Advocacy roles to meet this need.							
Recipient Responsibilities							
Milestone Dates and Sign Off Criteria							
Task No.	Requirement	Comments	Delivery Date	Durham PCC Resource	Cleveland PCC Resource	Recipient Resource	
1	Define and agree the potential IVA role		May 2015	[TBA]	[TBA]	[TBA]	
2	Collate and analyse learning from North Yorkshire model		May 2015	[TBA]	[TBA]	[TBA]	
3	Compilation of a business case		June 2015	[TBA]	[TBA]	[TBA]	
4	Define the content and training requirement of an IVA role		June 2015	[TBA]	[TBA]	[TBA]	

Project Title		Protocols for Target Hardening						
Background								
The funding from the Prisoners Earnings Act is currently received by the Ministry of Justice and expended by the MOJ on projects to support crime prevention. From 1 st April 2015, the Prisoners Earnings Act funds will be transferred from the MOJ to the PCCs. There is a need to understand how this funding can best be used to support the victims of crime in Cleveland and Durham.								
Solution								
The Recipient is required to develop a business case for both Durham and Cleveland PCCs, demonstrating how the Recipient can best utilise the allocated funding for Durham and Cleveland Police. The business case should identify the following: - <ul style="list-style-type: none">• Benefits that the funding can bring• Services and deliverables to be delivered by the Recipient• How the funding will be spent• Governance and reporting arrangements								
Recipient Responsibilities								
To provide a business case as to how the funding from the Prisoners Earnings Act can help to meet the needs of crime prevention in Durham and Cleveland.								
Milestone Dates and Sign Off Criteria								
Task No.	Requirement	Comments	Delivery Date	Durham PCC Resource	Cleveland PCC Resource	Recipient Resource		
1.	Produce a business case		30 th April 2015			Yes		
2	Make decision on business case		31 st May 2015	PCC	PCC			

SCHEDULE 2 – IN-YEAR FINANCIAL MONITORING INFORMATION REQUIREMENTS

The PCC requires the Recipient to provide a signed copy of Annex A setting out the breakdown of expenditure at the midyear point. The midyear expenditure report must be submitted by 30th October 2015.

1 ANNEX A - MID YEAR FINANCIAL MONITORING REPORT

Grant Recipient:	Grant Stream: [insert reason for grant]
------------------	---

Period From: To:	Revenue (£)	Capital (£) NOT APPLICABLE
(1) Total funding received for this financial year		
(2) Actual expenditure in this period		
(3) Forecast/ accrued expenditure in the period		

MONITORING INFORMATION REQUIREMENTS

Please provide any other information which you have easily available to support the above summary.

CONFIRMATION BY GRANT RECIPIENT

I confirm that on the basis of the information provided in this report, progress and costs are accurate and in compliance with the terms and conditions of the Grant Agreement:

Signature:			
Name		Date:	
Position:			

2 ANNEX B - END OF YEAR FINANCIAL MONITORING REPORT – APRIL 2015 TO MARCH 2016

The form should be completed and certified by the Recipient's Chief Finance Officer or equivalent and returned to the PCC in accordance with Clause 6.

Grant Recipient:	Grant Stream: [Insert reason for Grant]
------------------	---

Expenditure Category:	Actual Revenue Expenditure (£)
TOTAL EXPENDITURE:	
TOTAL GRANT PROVIDED:	
VARIANCE: total grant provided minus total revenue expenditure (To be returned to the PCC in accordance with Clause 6.6)	
Reason for variance:	

3 CHIEF FINANCE OFFICER OR EQUIVALENT CERTIFICATION

I certify to the best of my knowledge and belief that:

- The information provided is correct; and no other specific Exchequer grants, other grants or contributions have been or will be payable for the expenditure in respect of the grant being claimed;
- The expenditure has been incurred only for the purposes set out in the terms and conditions of the Grant Agreement for the above grant stream.

Signature:			
Name		Date:	
Position:			

TERMS AND CONDITIONS OF GRANT AGREEMENT

1 INTRODUCTION AND DEFINITIONS

1.1 The terms and expressions used in this Grant Agreement shall have the meanings set out below:

"PCC"	Police & Crime Commissioner for Cleveland and the Police and Crime Commissioner for Durham;
"PCC's Premises"	all offices, depots, police stations or other sites used by the PCC at any time during the performance of its duties;
"Recipient"	As described in the Grant Particulars
"Business Day"	a day (other than a Saturday and Sunday) on which banks are open for domestic business in the City of London;
"Business Hours"	the hours of 9.00 a.m. to 5.00 p.m. Monday to Friday inclusive, excluding Bank and other Public Holidays, or as otherwise detailed in the Purpose;
"Commencement Date"	the commencement date stated in the Contract Particulars;
"Grant Agreement"	<p>The agreement between the PCC and the Recipient for the Purpose consisting of the following listed documents which shall be read as one document. In the event of any ambiguity, conflict or contradictions between the documents, the conflict will be resolved according to the following order of priority:</p> <ol style="list-style-type: none">1. the Grant Particulars;2. the Grant Terms and Conditions;3. the Purpose;4. the Business Case;
"Grant Particulars"	the document detailing the specific core terms agreed between the Parties with regard to the Purpose which shall include but not be limited to the Commencement Date, Grant Term and Price;
"Grant Term"	the term of the Grant as stated in the Grant Particulars or as extended;

Recipient	the Recipient of the Grant from the PCC;
"Force Majeure"	any cause materially affecting the performance by a party of its obligations under the Grant Agreement arising from any act beyond its reasonable control and affecting either party, including without limitation: acts of God, war, protests, fire, flood, storm, tempest, epidemic, explosion, acts of terrorism and national emergencies;
"Good Industry Practice"	the exercise of such degree of skill, diligence, care and foresight which would reasonably and ordinarily be expected from a skilled and experienced organisation engaged in the supply of services similar to the Purpose;
"Information Request"	a request under the Legislation for information recorded in any form held by the PCC or by the Recipient on behalf of the PCC;
"Business Case"	the Business Case submitted by the Recipient requesting the Grant from the PCC;
"Legislation"	the Environmental Information Regulations 2004; the Freedom of Information Act 2000;
"Liabilities"	all costs, expenses, losses, damages, claims, demands, actions, compensation, proceedings, awards, fines, orders and other liabilities (including reasonable legal and other professional fees and expenses) whenever arising or brought;
"Personnel"	the Recipient's employees including any Transferring Employees, sub-contractors, agents, representatives, and permitted assigns and their employees
"Grant"	The Grant payable to the Recipient for the Purpose as set out in the Grant Particulars. Unless otherwise stated, any reference to Grant shall be regarded as being exclusive of value added tax which shall be separately accounted for;
"Provider of Services"	Not used;
"the Regulations"	the Transfer of Undertakings (Protection of Employment)

Regulations 2006;

“Replacement Services”	any services which are identical or substantially similar to any of the Purpose or part thereof and which the PCC receives in substitution for any of the Purpose following the termination or expiry of the Grant Agreement or part thereof, whether those services are provided by the PCC internally or by any Replacement Recipient;
“Replacement Recipient”	any third party recipient providing similar deliverables appointed by the PCC from time to time;
“Purpose”	the deliverables provided by the Recipient as further described in the Grant Particulars;
“Grant Monitoring Arrangements”	the document described in the Grant Particulars;
“Tender”	the Contractor’s tender for the Services in response to the PCC Invitation to Tender as accepted by the PCC;
“Termination Date”	the date of termination of the Grant Agreement stated in the Grant Particulars, or any earlier date of termination in accordance with the Grant Agreement;
“Third Party”	a person, partnership, company or any other undertaking not being the Recipient or the PCC;

1.2 References to a statute or statutory provision include, unless the context otherwise requires, a reference to that statute or statutory provision as from time to time amended, modified, extended, re-enacted, consolidated and all statutory instruments, orders, by-laws, directions and notices made pursuant to it whether made before or after the date of the Grant Agreement.

1.3 References to clauses are to clauses in the Grant Agreement unless otherwise confirmed. Headings are included for ease of reference only and shall not affect the interpretation or construction of the Grant Agreement.

1.4 Grant Agreement is awarded in accordance with the Anti-Social Behaviour, Crime and Policing Bill 2014.

2. GRANT TERM

2.1 The Grant Agreement shall commence on the Commencement Date and, subject to the provisions for earlier termination, continue for the Grant Term.

2.2 The PCC may terminate or extend the Grant at any time by giving notice to the Recipient as stated in the Grant Particulars.

3. WARRANTY

3.1 The Recipient warrants to the PCC that the Purpose will be provided:

- 3.1.1 strictly in accordance with the Grant Agreement as relevant;
- 3.1.2 in a proper, skilful and workmanlike manner;
- 3.1.3 by a sufficient number of appropriately qualified, trained and experienced Personnel with a high standard of skill, care and diligence and in accordance with Good Industry Practice;
- 3.1.4 in accordance with any specifications or descriptions provided by the Recipient;
- 3.1.5 in compliance with all legislation and statutory requirements, implied terms, standards, regulations and codes of practice relating to the supply of services generally and the Purpose;
- 3.1.6 where no aspect of the activity funded by the PCC may be party-political in intention, use, or presentation.
- 3.1.7 Where the Grant may not be used to support or promote religious activity. This will not include inter faith activity.
- 3.1.8 accurately and without interruption;
- 3.1.9 In a way that the Recipient takes every reasonable precaution to safeguard the PCC's property accessed by or entrusted to the care of the Recipient.

3.2 The Recipient further warrants to the PCC that:

- 3.2.1 its Personnel shall at all times act in a responsible manner whilst on PCC premises with full regard to the safety of all persons at such premises and the Recipient hereby confirms that it is vicariously liable for all actions of its Personnel;
- 3.2.2 it shall not infringe the British or foreign patent, copyright, registered design, design right, trade mark, trade name or other intellectual property right of any third party;

4. BREACH OF GRANT CONDITIONS

4.1 If the Recipient fails to comply with any of the conditions set out in this Grant Agreement, or if any of the events mentioned in Clause 4.2 occur, then the PCC may reduce, suspend, or withhold Grant payments, or require all or any part of the Grant to be repaid. The Recipient must repay any amount required to be repaid under this condition within 30 days of receiving the demand for repayment.

- 4.2 The events referred to in Clause 4.1 are as follows:
- 4.2.1 The Recipient purports to transfer or assign any rights, interests or obligations arising under this Grant Agreement without the agreement in advance of the PCC;
 - 4.2.2 Any information provided in the application for the Grant (or in a claim for payment) or in any subsequent supporting correspondence is found to be incorrect or incomplete to an extent which the PCC considers to be material;
 - 4.2.3 The Recipient takes inadequate measures to investigate and resolve any reported irregularity;
 - 4.2.4 The Recipient ceases to operate and/or changes the nature of its operations to an extent which the PCC considers to be significant or prejudicial;
 - 4.2.5 The Recipient is subject to a proposal for a voluntary arrangement or has a petition for an administration order or a winding-up order brought against it; or passes a resolution to wind up; or make any composition, arrangement, conveyance or assignment for the benefit of its creditors, or purports to do so; or is subject to the appointment of a receiver, administrator or liquidator.
- 4.3 It is hoped that most difficulties encountered by the Recipient can be overcome with the advice and support of the PCC. In the event that it becomes necessary to take steps to enforce the terms and conditions of this Grant Agreement, the PCC will write to the Recipient giving particulars of its concern or of any breach of a term or condition of the Grant.
- 4.4 The Recipient must act within 30 days (or earlier, depending on the severity of the problem) to address the PCC's concern or rectify the breach, and may consult the PCC or agree with it an action plan for resolving the problem. If the PCC is not satisfied with steps taken by the Recipient to address its concern or rectify the breach, it may take steps to withhold or suspend the further payment of Grant, or to recover Grant funds already paid.
- 4.5 On termination of this Grant Agreement for any reason, the Recipient should as soon as reasonably practicable return to the PCC any assets or property or any unused funds (unless the PCC gives its written consent to their retention) that is in its possession in connection with this Grant Agreement. Without prejudice to the PCC's rights to terminate under clause 4 (Breach of Contract/Termination), if any of the Services supplied are not in accordance with the Contract, the PCC shall be entitled to:
- 4.5.1 require the Contractor to provide replacement Services in accordance with the Contract as soon as reasonably practicable and in any event within fourteen (14) days of a request to do so; or
 - 4.5.2 Require repayment of the proportion of the Price which has been paid in respect of such Services together with payment of any additional expenditure over and above the Price reasonably incurred by the PCC in obtaining replacement Services.

4.6 Any facilities at the PCC's Premises which are made available to the Recipient during the Grant Term shall be used by the Recipient solely for the provision of the Purpose.

5. GRANT OFFER AND PAYMENT

5.1 Grant Offer

5.1.1 Subject to the Recipient complying with the terms and conditions set out in this Grant Agreement, the PCC offers to pay the Grant to the Recipient as a contribution towards eligible expenditure.

5.1.2 The Recipient acknowledges that the PCC agrees to fund it only for the amount, the Funding Period and for the Purpose specified in this Grant Agreement.

5.1.3 This Grant is paid to the Recipient in exercise of the power conferred by Section 9 of the Police Reform and Social Responsibility Act 2011 (as amended).

5.2 Purpose and extent of the Grant

5.2.1 The Recipient may not use the Grant for any activities other than the Purpose, or as approved in writing by the PCC. Further details of the Purpose of the Grant are as defined in Schedule 1 (the "Project").

5.3 Amount of the Grant

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

5.4 Timing of the Grant

5.4.1 Payments will be made in accordance with Grant Particulars

5.4.2 In order for any payment to be released, the PCC will require the Recipient to:

5.4.2.1 have signed and returned a copy of this Grant Agreement to the PCC,

5.4.2.2 have provided the appropriate bank details, and

5.4.2.3 be in compliance with the terms and conditions of this Grant Agreement.

5.4.3 The PCC reserves the right to withhold all or any payments of the Grant if the PCC has reasonably requested information/documentation from the Recipient and this has not been received by the PCC in the timescales reasonably required.

5.4.4 The PCC is not permitted to pay the Grant in advance of need. If the PCC reasonably believes that payment is being made in advance of need, it may change the timing and/or the amount of any outstanding Grant payments.

5.5 Eligible expenditure

- 5.5.1 Eligible expenditure consists of payments by the Recipient for the Purpose. Eligible expenditure is net of VAT recoverable by the Recipient from HM Revenue & Customs and gross of irrecoverable VAT.
- 5.5.2 The Recipient shall account for the Grant on an accruals basis. This requires the cost of goods or services to be recognised when the goods or services are received, rather than when they are paid for.
- 5.5.3 All payments shall be invoiced and paid in pounds sterling (£). Should the Government adopt an alternative national currency during the Grant Term (e.g. the Euro), invoicing and payments may be transferred to such currency in compliance with appropriate legislation at that time.

6. MANAGING THE GRANT

6.1 Each party must notify the other of:

- 6.1.1 the nominated person who will act as the party's authorised representative; and
- 6.1.2 the contact details of the authorised representative and any deputies.

6.2 The PCC requires the Recipient to submit in-year monitoring information as detailed in the Grant Particulars and Schedule 2.

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

6.4 An end of year monitoring report (also referred to as an "outturn statement") shall be submitted by the Recipient to the PCC on or before 30th April 201X. This report must:

- 6.4.1 be in the format set out in Annex B;
- 6.4.2 be signed by the Chief Finance Officer or equivalent; and
- 6.4.3 contain a detailed breakdown of expenditure for the entire Funding Period.

6.5 The PCC may, in addition, ask the Recipient to provide it with forecast outturn information for the financial year end. If so, the Recipient shall comply with any reasonable request.

6.6 The Recipient must notify the PCC as soon as reasonably practicable that an under spend is forecast. Any under spend of Grant funds must be returned to the PCC.

6.7 If an overpayment of the Grant has been made, the PCC will recover the payment.

6.8 The Recipient may not vire funds between this Grant and other grants made to it.

- 6.9 The Recipient's Chief Finance Officer, or equivalent, will ensure that appropriate professional arrangements are put in place for the management of the Grant and the reporting of expenditure. The Chief Finance Officer, or equivalent should take all necessary steps to ensure that the Grant is accounted for and monitored separately from the Recipient's other funding streams.
- 6.10 The Recipient undertakes to complete the work for which the Grant is provided. The work should be completed within agreed timescales, and the Recipient will report any significant variations to spending on work funded by the PCC.
7. AUDIT
- 7.1 Records to be kept
- 7.1.1 The Recipient must:
- 7.1.1.1 maintain and operate effective monitoring and financial management systems; and
- 7.1.1.2 keep a record of expenditure funded partly or wholly by the Grant, and retain all accounting records relating to this for a period of at least six years after the end of the Funding Period. Accounting records include: original invoices, receipts, minutes from meetings, accounts, deeds, and any other relevant documentation, whether in writing or electronic form.
- 7.1.2 Where the Recipient is working in partnership and its partner(s) wish to retain such documentation, the Recipient should obtain from the partner(s):
- 7.1.2.1 an annual, written statement, signed by the partner's authorised officer or Chief Finance Officer, of how the money was spent; and
- 7.1.2.2 a signed undertaking that the partner will retain such documents for the period prescribed above.
- 7.1.3 The funds provided under this Grant Agreement may not be used to purchase capital items.
- 7.2 AUDIT AND INSPECTION
- 7.2.1 The Recipient, without charge, will permit any officer or officers of the PCC, external auditing bodies (i.e. National Audit Office or Audit Commission) or their nominees, to visit its premises and/or inspect any of its activities and/or to examine and take copies of the Recipient's books of account and such other documents or records as in such officers' view may relate to the use of Grant. In addition, examinations may be carried out into the economy, efficiency and effectiveness with which the Grant has been used. The PCC shall endeavour, but is not obliged, to provide due notice of its intent to conduct an audit. The Recipient shall keep and maintain until two years after the Grant

Agreement has been completed, records to the satisfaction of the PCC of all Grants received from the PCC and of the hours worked and costs incurred in connection with any goods and services procured, employees or sub-contractors of the Recipient, paid for by the Grant from the PCC, such as access to those records as may be required by the PCC in connection with the Grant Agreement.

8. RECIPIENT'S PERSONNEL

- 8.1 The Recipient must retain sufficient Personnel with sufficient experience, skills, abilities and qualifications to ensure that the Purpose is provided in accordance with the Grant Agreement at all times including periods of absence through staff holidays, illness or otherwise.
- 8.2 The Recipient shall, at all times ensure that its Personnel are given sufficient training to ensure their familiarity with and competence in latest legal and technical developments needed in the performance of their duties under the Grant Agreement.
- 8.3 The Contractor will ensure that all Personnel are aware of the terms and conditions of the Grant Agreement and their obligations under it.
- 8.4 If and when requested by the PCC, the Contractor shall provide a list of all names, addresses, dates of birth and national insurance numbers of all persons who may be involved in this Grant Agreement, to enable security checks to be carried out.
- 8.5 The PCC reserves the right to refuse to admit to, or remove from, any premises occupied by or on behalf of it any Personnel, whose admission or presence would, in the reasonable opinion of the PCC on reasonable grounds, be undesirable. The reasonable exclusion of an individual shall not relieve the Recipient of obligations under the Grant Agreement.
- 8.6 Members, trustees and employees of the Recipient shall be careful not to be subject to conflicts of interest.
- 8.7 The Recipient must set up formal procedures to require all such persons to declare any personal or financial interest in any matter concerning the Recipient's activities and to be excluded from any discussion or decision-making relating to the matter concerned.
- 8.8 If the Recipient has any grounds for suspecting financial irregularity in the use of any Grant paid under this Grant Agreement, it must notify the PCC immediately, explain what steps are being taken to investigate the suspicion, and keep the PCC informed about the progress of the investigation.
- 8.9 For the purposes of Clause 8.8, "financial irregularity" includes fraud or other impropriety, mismanagement, and the use of the Grant for purposes other than those intended by the

9. PROCUREMENT PROCEDURES

- 9.1 The Recipient must secure the best value for money and shall act in a fair, open and non-discriminatory manner in all purchases of goods and services.

- 9.2 The Recipient must ensure it complies with requirements of the Public Contracts Regulations 2006 (SI 2006/5) when procuring works, goods or services as appropriate using Grant monies.
- 9.3 If the Recipient follows a single tender procedure it must provide and document a full justification that can be robustly defended and maintain the relevant documentation on file. Such justification may apply in exceptional circumstances for example where:
- 9.3.1 the requirement can demonstrably be met only by proprietary or specialist equipment;
or
 - 9.3.2 the requirement can demonstrably be met only by a single available entity with extremely niche skills; or
 - 9.3.3 there are simply no alternative sources of supply.
10. PCC.ASSIGNMENT AND SUB-CONTRACTING
- 10.1 The Recipient shall not assign or sub-contract the Grant Agreement or any part of it without the PCC's prior written consent which shall not be unreasonably withheld.
11. HEALTH AND SAFETY
- 11.1 The Recipient will comply with all health and safety legislation in force from time to time during the Grant Term.
- 11.2 If the Purpose is to be provided by the Recipient at the PCC's Premises, the Recipient will at all times comply with all health and safety polices of the PCC and all local site regulations in place at the PCC's Premises.
12. INDEMNITY AND INSURANCE
- 12.1 The Contractor does not exclude its liability (if any) to the PCC:
- 12.1.1 for breach of the Recipients obligations arising under section 12 Sale of Goods Act 1979 or section 2 Supply of Goods and Services Act 1982;
 - 12.1.2 for personal injury or death resulting from the Contractor's negligence;
 - 12.1.3 under section 2(3) Consumer Protection Act 1987;
 - 12.1.4 for any matter for which it would be illegal for the Contractor to exclude or to attempt to exclude its liability; or
 - 12.1.5 For fraud or fraudulent misrepresentation.

- 12.2 Except as provided in clause 12.1, neither party shall in any event be liable to the other for any indirect or consequential loss (including loss of profit and pure economic loss) however caused.
- 12.3 The Recipient agrees to indemnify, keep indemnified and hold harmless the PCC against all Liabilities relating to injury (including death) or loss of or damage to property which arises out of the Recipient's direct or indirect breach, negligence, failure or delay in performing the terms of the Grant Agreement or any act or omission of the Recipient in delivering the Purpose except where and to the extent attributable to the PCC's own negligence or that of its servants or agents.
- 12.4 The Recipient's liability is limited as set out in the Grant Particulars.
- 12.5 The Recipient shall at all times during the Grant Term maintain public liability insurance with a limit of indemnity as specified in the Grant Particulars, in a form acceptable to the PCC (acting reasonably). Evidence of maintenance of such insurance, including details of the insurer, insured person, the limit of indemnity and deductible, and period of insurance, must be provided to the PCC prior to the Commencement Date and thereafter on each renewal of such insurance.
- 12.6 Upon the PCC's written request, the Recipient shall provide the PCC with a copy of the certificate of insurance.
- 12.7 The Recipient shall give immediate notice to the PCC in the event of any incident, accident or damage likely to form the subject of any claim under the PCC's insurance and shall provide all information and assistance in respect thereof as the PCC shall require.

13. CONFIDENTIALITY

- 13.1 The Recipient will not divulge or communicate to any person, firm or company any confidential information however acquired which refers to the PCC without first obtaining the written consent of the PCC and the Recipient shall ensure that all of its Personnel are bound by the provisions of this clause.
- 13.2 The Recipient shall not, without prior written consent of the PCC, advertise or publicly announce that it is undertaking work for the PCC.
- 13.3 The Recipient shall comply with the Official Secrets Acts 1911 and 1989 in connection with the performance of the Grant Agreement and shall take all reasonable steps to ensure compliance by its Personnel. In particular, and without prejudice to the generality of the foregoing, the Recipient shall take all reasonable steps to ensure that all Personnel engaged on any work in connection with the Grant Agreement have notice that these statutory provisions apply to them and will continue so to apply after the expiry or termination of the Grant Agreement.

14. INTELLECTUAL PROPERTY RIGHTS

- 14.1 The Intellectual Property Rights in all information, reports, documentation, hardware, software, assets, designs and the like generated, created or modified by or on behalf of the Recipient pursuant to this Grant Agreement, including such matters created or modified as a result of the development and/or implementation of any changes, shall vest in the PCC and the Recipient from their generation,

creation or modification as the case may be subject to payment by the PCC of the Grant for the relevant Purpose to which creation of the relevant Intellectual Property Rights relate.

14.2 The Intellectual Property Rights owned by the Recipient prior to the Grant Agreement will remain with the Recipient. The Recipient will provide a non-exclusive, royalty free perpetual licence to use these materials as reasonably required. The Intellectual Property Rights owned by the PCC(s) prior to the Grant Agreement will remain with the PCC(s).

14.3 Publicity and written material relating to the work funded by the Grant shall, by agreement, acknowledge this either in the body of the copy or with 'Funded by:' written alongside the PCC's logo.

15. FREEDOM OF INFORMATION AND TRANSPARENCY

15.1 The Recipient acknowledges that the PCC:

15.1.1 is subject to the Legislation and agrees to assist and co-operate with the PCC to enable the PCC to comply with its obligations under the Legislation; and

15.1.2 may be obliged under the Legislation to disclose information without consulting or obtaining consent from the Recipient and shall assist and cooperate with the PCC (at the Recipient's expense) to enable the PCC to comply with the information disclosure requirements under the Legislation and in so doing will comply with any timescale notified to it by the PCC.

15.2 Without prejudice to the generality of clause 15.1.1, the Recipient shall and shall procure that its Personnel (if any) shall, to the extent permitted by statute:

15.2.1 transfer to the Freedom of Information Office, Professional Standards (or such other person as may be notified by the PCC to the Recipient) each Information Request relevant to the Grant Agreement, the Purpose that it receives or they receive (as the case may be) as soon as practicable and in any event within two (2) Business Days of receiving such Information Request; and

15.2.2 in relation to information held by the Recipient on behalf of the PCC, provide the PCC with details about and/or copies of all such information that the PCC requests and such details and/or copies shall be provided as soon as possible and always within five (5) Business Days of a request from the PCC (or such other period as the PCC may reasonably specify) and in such forms as the PCC may reasonably specify.

15.3 The PCC shall be responsible for determining whether information is exempt information under the Legislation and for determining what information will be disclosed in response to an Information Request in accordance with the Legislation. The Contractor shall not itself respond to any person making an Information Request, save to acknowledge receipt, unless expressly authorised to do so by the PCC.

- 15.4 The Recipient acknowledges that the PCC shall disclose payments made against this grant, in accordance with the Government's transparency agenda
16. DATA PROTECTION
- 16.1 Both Parties warrant that they will duly observe all their obligations under the Data Protection Act 1984, the Data Protection Act 1998 and any subordinate legislation relating thereto which arise in connection with the Grant Agreement.
17. FUNDING PERIOD AND TERMINATION
- 17.1 The PCC does not commit to renew or continue financial support to the Recipient after the Funding Period.
- 17.2 The PCC may terminate this Agreement forthwith by serving a written notice on The Recipient if:
- 17.2.1 The grant or any part of it is being used for any purpose other than the purpose set out in this Agreement;
 - 17.2.2 The Recipient has made any false, incorrect or misleading statement in order to obtain this grant or has been involved in any illegal activity or improper act in its administration;
 - 17.2.3 The Recipient has failed to remedy any breach of this Agreement within 30 days (or such other period as the PCC agrees in writing) of being served with a notice pointing out the breach requiring its rectification.
- 17.3 The Recipient may terminate this Agreement forthwith by serving a notice on the PCC in writing if it has made a written request for payment of a sum properly due to it under this Agreement and the PCC has failed to make payment of that sum within 30 days of receiving the request.
- 17.4 Notwithstanding Clauses 17.2 and 17.3 above, this Agreement may be terminated by either party giving the other at least three months (or other agreed time period) notice in writing.
- 17.5 With reference to 17.4 above, in the event that either party exercises its right to give notice of termination under this Agreement, the PCC will reimburse The Recipient in relation to expenditure reasonably estimated and actually incurred in providing services within the scope of this Agreement up until the effective date of termination. The right to reimbursement can be excluded if termination of the agreement is enacted under the provisions set out in Clause 17.2 above.
- 17.6 Any termination of this Agreement will be without prejudice to any other rights or remedies of the parties under this Agreement or at law and will not affect any accrued rights or liabilities of the parties at the date of termination
18. VARIATION

- 18.1 The PCC may require the Purpose to be varied upon such terms as may be agreed with the Recipient and, where appropriate, the variation will include provision for adjustment of the Grant.
- 18.2 All variations shall be recorded in writing, signed by an authorised signatory of both Parties and attached to the Grant Agreement.
19. DISCRIMINATION AND RIGHTS
- 19.1 The Contractor shall not unlawfully discriminate within the meaning and scope of the Race Relations Act 1976, the Sex Discrimination Act 1975, the Disability Discrimination Act 1995, or any statutory modification or re-enactment thereof relating to discrimination in employment.
- 19.2 The Contractor shall take all reasonable steps to ensure the observance of the above by all Personnel.
- 19.3 The Contractor will ensure that any work carried out on behalf of the PCC under the Contract will be compliant with the Human Rights Act 1998.
20. EXCLUSIVITY
- 20.1 The Contract is not exclusive to the Contractor and the PCC reserves the right to enter in to any other Contract for the same type of services to the Services as it considers necessary for the efficiency of its operation.
21. IMPROVEMENT AND INNOVATION
- 21.1 The Contractor shall work with the PCC in order to achieve continuous improvement and innovation in the quality and delivery of the Services.
22. REVIEW
- 22.1 The PCC and the Contractor will meet at the review intervals stated in the Contract Particulars in order to discuss the performance of the Contract.
23. BUSINESS CONTINUITY PLAN
- 23.1 If required by the PCC in the Invitation to Tender, the Contractor shall have a comprehensive Business Continuity Plan in place and ensure that all relevant personnel of the Contractor are familiar with the Business Continuity Plan and the Contractor shall carry out regular tests of the Business Continuity Plan. At the request of the PCC the Contractor shall provide the PCC with a copy of the Business Continuity Plan and with full written details of the results of each test. The Contractor will ensure that the Business Continuity Plan complements and co-ordinates with the PCC's own business continuity plan from time to time and the Contractor shall co-operate with the PCC in connection with such Business Continuity Plan.

23.2 The Contractor will ensure that any tests of its Business Continuity Plan do not interrupt or otherwise adversely affect the provision of the Services in accordance with the Contract nor disrupt the PCC's operations, its staff or other persons permitted to use the PCC's Premises.

24. FORCE MAJEURE

24.1 Neither Party will be deemed to be in breach of the Contract or otherwise liable to the other Party in any manner whatsoever for any failure or delay in performing its obligations under the Contract due to Force Majeure, provided that it has and continues to comply with its obligations set out in clause 24.2.

24.2 If a Party's performance of its obligations under the Contract is affected by Force Majeure:

24.2.1 it will give written notice to the other Party, specifying the nature and extent of the Force Majeure, immediately on becoming aware of the Force Majeure and will at all times use all reasonable endeavours to bring the Force Majeure event to an end and, whilst the Force Majeure is continuing, to mitigate its severity;

24.2.2 subject to the provisions of clause 24.3, the date for performance of such obligation will be deemed suspended only for a period equal to the delay caused by such event;

24.2.3 It will not be entitled to payment from the other Party in respect of extra costs and expenses incurred by virtue of the Force Majeure.

24.3 If the Force Majeure in question continues for more than three months, the Party not subject to the Force Majeure may give written notice to the other to terminate the Contract. The notice to terminate must specify the termination date and once such notice has been validly given, the Contract will terminate on that termination date.

24.4 If the Contract is terminated in accordance with clause 24.3, then neither Party will have any liability to the other except that rights and liabilities which accrued prior to such termination will continue to exist.

24.5 This clause 244 (Force Majeure) is without prejudice to the Contractor's obligations in relation to insurance and the Business Continuity Plan, pursuant to the Contract.

25. NOTICES

25.1 Any notice, demand or communication in connection with this Agreement will be in writing and may be delivered by hand, post, facsimile (but not by e-mail), addressed to the recipient at its registered office or any other address (including a facsimile number) notified to the other party in writing in accordance with this clause as an address to which notices, invoices and other documents may be sent. The notice, demand or communication will be deemed to have been duly served:

25.1.1 if delivered by hand, at the time of delivery;

25.1.2 if delivered by post, 48 hours after being posted; or

25.1.3 If delivered by facsimile, at the time of transmission.

26. GENERAL

- 26.1 The Contract and any non-contractual obligations arising out of or in connection with it will be governed by English law and shall be subject to the exclusive jurisdiction of the English courts.
- 26.2 The Contract represents the complete agreement between the PCC and the Contractor and supersedes all other undertakings, statements and agreements relating to the Services.
- 26.3 The invalidity or enforceability of any provision of the Contract shall not affect the validity or enforceability of any other provision of the Contract that shall continue in force and effect except for any such invalid and un-enforceable provision.
- 26.4 No failure, delay, relaxation or indulgence on the part of the PCC in exercising any power or right conferred upon it by the Contract or order shall operate as a waiver with such power or right nor shall any single or partial exercise have any such power or right preclude any other offered exercise thereof for the subsequent exercise of any power or right thereunder.
- 26.5 A person who is not a party to the Contract shall not derive the right to enforce any of the terms of the Contract by virtue of the Contracts (Rights of Third Parties) Act 1999 (The Third Party Rights Act). Any right or remedy of a third party, which existed or is available apart from the Third Party Rights Act, is not affected.