

GRANT AGREEMENT

between

POLICE AND CRIME COMMISSIONER FOR NORFOLK

and

[NAME OF RECIPIENT]

THIS DEED is dated \_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_\_\_\_

**PARTIES**

1. Police and Crime Commissioner for Norfolk, whose principal address is at Room 1-1-73, Jubilee House, Falconers Chase, Wymondham, Norfolk, NR18 0WW (Commissioner).
2. [NAME OF RECIPIENT], [RELEVANT DETAILS OF LEGAL STRUCTURE] whose principal address is at [ADDRESS] (Recipient).

**BACKGROUND**

1. The Commissioner may make grants in connection with the arrangements for the provision or commissioning of services intended for the Purpose, under section 143 of the Anti-Social Behaviour, Crime and Policing Act 2014.
2. The Commissioner has agreed to pay the Grant to the Recipient to assist it in carrying out the Project for the Purpose.
3. This Agreement sets out the terms and conditions on which the Grant is made by the Commissioner to the Recipient.
4. These terms and conditions are intended to ensure that the Grant is used for the Purpose for which it is awarded.

**AGREED TERMS**

1. **Definitions**

In this Agreement the following terms shall have the following meanings:

Asset: means any assets that are purchased or developed using Grant monies.

Authorised Representative: the nominated person who will act as each Party’s authorised representative as set out at clause 2.6.

Bribery Act**:** the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation.

Commencement Date**:** [START DATE].

**Data Protection Legislation**: all applicable data protection legislation and privacy legislation in force from time to time in the UK including the GDPR; the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426); any other directly applicable European Union regulation relating to privacy; and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data and the privacy of electronic communications.

**Eligible Expenditure:** expenditure by the Recipient during the Grant Period for the purposes of delivering the Project.

**Evaluation Report**: a report providing an evaluation of the Project, including (but not limited to):

1. details of the outcome of the Project;
2. an assessment of the outcome of the Project against the required outcomes;
3. an outline of any particular difficulties or successes in delivering the Project; and
4. any other relevant information.

**GDPR**: General Data Protection Regulation ((EU) 2016/679).

Governing Body**:** the governing body of the Recipient including its directors or trustees.

Grant**:** the sum to be paid to the Recipient in accordance with this Agreement.

**Grant Amount**: the maximum Grant amount, which shall not be more than £[AMOUNT].

Grant Period**:** the period for which the Grant is awarded starting on the Commencement Date and ending on [DATE BY WHICH THE GRANT MUST BE SPENT].

Intellectual Property Rights**:** all patents, copyrights and design rights (whether registered or not) and all applications for any of the foregoing and all rights of confidence and Know-How however arising for their full term and any renewals and extensions.

Know-How**:** information, data, know-how or experience whether patentable or not and including but not limited to any technical and commercial information relating to research, design, development, manufacture, use or sale.

**Personal Data**: shall have the same meaning as set out in the Data Protection Legislation.

Prohibited Act**:**

1. offering, giving or agreeing to give to any servant of the Commissioner or the Crown any gift or consideration of any kind as an inducement or reward for:
2. doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Agreement or any other contract with the Commissioner or the Crown; or
3. showing or not showing favour or disfavour to any person in relation to this Agreement or any other contract with the Commissioner or the Crown;
4. entering into this Agreement or any other contract with the Commissioner or the Crown where a commission has been paid or has been agreed to be paid by the Recipient or on its behalf, or to its knowledge, unless before the relevant contract is entered into particulars of any such commission and of the terms and conditions of any such contract for the payment thereof have been disclosed in writing to the Commissioner;
5. committing any offence:
6. under the Bribery Act;
7. under legislation creating offences in respect of fraudulent acts; or
8. at common law in respect of fraudulent acts in relation to this Agreement or any other contract with the Commissioner or the Crown; or
9. defrauding or attempting to defraud or conspiring to defraud the Commissioner or the Crown.

Project**:** the project described in Schedule 1.

Purpose: [to secure, or contribute to securing, crime and disorder reduction in the body’s area OR to help victims or witnesses of, or other persons affected by, offences and anti-social behaviour.]

**Reporting Information**: the information to be included in reports submitted under clause 6.2, including (but not limited to):

1. details of the progress of the Project;
2. an outline of any particular difficulties or successes in delivering the Project;
3. details of any risks over and above those normally associated with this kind of project;
4. an assessment of the progress of the Project against the required outcomes;
5. the actual expenditure of the Grant as compared to the projected expenditure of the Grant; and
6. any other relevant information.
7. **Purpose of Grant**
	1. The Recipient shall use the Grant only for the delivery of the Project for the Purpose and in accordance with the terms and conditions set out in this Agreement. The Grant shall not be used for any other purpose without the prior written agreement of the Commissioner.
	2. The Recipient shall not make any significant change to the Project without the Commissioner's prior written agreement.
	3. The Commissioner will notify the Recipient of any changes it requires to be made to the Project.
	4. The Recipient will endeavour to accommodate any changes to the Commissioner’s needs and requirements under this Agreement.
	5. Where the Recipient intends to apply to a third party for other funding for the Project, it will notify the Commissioner in advance of its intention to do so and, where such funding is obtained, it will provide the Commissioner with details of the amount and purpose of that funding. The Recipient agrees and accepts that it shall not apply for duplicate funding in respect of any part of the Project or any related administration costs that the Commissioner is funding in full under this Agreement and that it may be prosecuted for fraud should it dishonestly and intentionally make such an application.
	6. The details of each Party’s Authorised Representative are as follows:
		1. Commissioner:

Stephanie Shearman

stephanie.stearman@norfolk.pnn.police.uk.

* + 1. Recipient:

[NAME]

[E-MAIL ADDRESS]

1. **Payment of Grant**
	1. The Commissioner has agreed to pay a Grant up to the Grant Amount to the Recipient as a contribution towards Eligible Expenditure, subject to compliance by the Recipient with the terms of this Agreement.
	2. Subject to clauses 3.4, 3.5 and 12, the Commissioner shall pay the Grant to the Recipient in instalments. The initial instalment will [be paid in advance and will] cover the first two quarters of the Grant Period in recognition of the need for the Recipient to meet set up and establishment costs.
	3. Subject to clauses 3.4, 3.5, 3.6 and 12, the Commissioner shall pay the remainder of the Grant to the Recipient in [monthly/quarterly/six monthly] instalments in [advance/arrears] in accordance with Schedule 2 and to the nearest £100, subject to the necessary funds being available when payment falls due. The Recipient agrees and accepts that payments of the Grant can only be made to the extent that the Commissioner has available funds.
	4. No Grant monies shall be paid unless and until the Commissioner is satisfied that such payment will be used for Eligible Expenditure in the delivery of the Project.
	5. The Recipient shall submit an invoice for each instalment in advance, such invoice to include the Commissioner’s purchase order number and confirmation of the applicable Grant details and Grant Period.
	6. The final instalment of the Grant shall not be paid until the Evaluation Report has been submitted by the Recipient to the Commissioner and [agreed by the Parties **OR** approved by the Commissioner].
	7. The amount of the Grant shall not be increased in the event of any overspend by the Recipient in its delivery of the Project.
	8. The Grant shall be paid into a separate bank account in the name of the Recipient which must be an ordinary business bank account in the UK. The Recipient must provide correct bank details within any bid or application for the Grant. [All cheques from the bank account must be signed by at least two individual representatives of the Recipient.]
	9. Time for payment of the Grant is not of the essence. The Commissioner has no liability to the Recipient for any losses caused by a delay in the payment of the Grant howsoever arising.
	10. Where the Recipient enters into a contract with a third party in connection with the Activities, the Recipient will remain responsible for paying that third party. The Commissioner has no responsibility for paying third party invoices.
	11. The Recipient shall promptly repay to the Commissioner any money incorrectly paid to it either as a result of an administrative error or otherwise. This includes (without limitation) situations where either an incorrect sum of money has been paid or where Grant monies have been paid in error before all conditions attaching to the Grant have been complied with by the Recipient. Any sum payable under this paragraph 3.11 shall fall due immediately. If the Recipient fails to repay the due sum immediately or within any a timeframe specified by the Commissioner the sum will be recoverable summarily as a civil debt.
2. **Use of Grant**
	1. The Grant shall be used by the Recipient for the delivery of the Project for the Purpose in accordance with the agreed budget set out in Schedule 3. [For the avoidance of doubt, the amount of the Grant that the Recipient may spend on any item of expenditure listed in column 1 of Schedule 3 shall not exceed the corresponding sum of money listed in column 2 without the prior written agreement of the Commissioner.]
	2. The Grant shall be used for Eligible Expenditure which is net of VAT recoverable by the Recipient from HM Revenue & Customs and gross of irrecoverable VAT.
	3. The Recipient must seek efficiency and best value for money when spending the Grant, including the consideration of co-commissioning of services and integration of services.
	4. The Recipient is expected to comply with the procurement procedures and policies of its own organisation.
	5. Where the Recipient has obtained funding from a third party in relation to its delivery of the Project (including without limitation funding for associated administration and staffing costs), the amount of such funding shall be included in the budget in Schedule 3 together with a clear description of what that funding shall be used for.
	6. The Recipient shall not use the Grant to:
		1. make any payment to members of its Governing Body;
		2. support activity intended to influence or attempt to influence Parliament, government or political parties, or attempting to influence the awarding or renewal of contracts and grants, or attempting to influence legislative or regulatory action;
		3. promote religious activity (other than inter-faith activity);
		4. further commercial purposes (save where such purposes are consistent with the Purposes);
		5. purchase buildings or land; or
		6. pay for any expenditure commitments of the Recipient entered into before the Commencement Date,

unless this has been approved in writing by the Commissioner.

* 1. The Recipient shall not spend any part of the Grant on the delivery of the Project after the Grant Period.
	2. The Recipient must notify the Commissioner as soon as reasonably practicable if an annual underspend is forecast. Any underspend of Grant funds must be returned to the Commissioner. Grant monies cannot be carried forward to the following financial year except with written consent from the Commissioner.
	3. Should any part of the Grant remain unspent at the end of the Grant Period, the Recipient shall ensure that any unspent monies are returned to the Commissioner within [specify timeframe].
	4. Any liabilities arising at the end of the Project including any redundancy liabilities for staff employed by the Recipient to deliver the Project must be managed and paid for by the Recipient using the Grant or other resources of the Recipient. There will be no additional funding available from the Commissioner for this purpose.
	5. The [Recipient **OR** Commissioner] may determine the ownership of any Assets created as a result of the Project or purchased with the Grant.
1. **Accounts and records**
	1. The Grant shall be shown in the Recipient's accounts as a restricted fund and shall not be included under general funds.
	2. The Recipient shall account for the Grant on an accruals basis. This requires the cost of goods or services to be recognised when goods or services are received, rather than when they are paid for.
	3. The Recipient shall keep separate, accurate and up-to-date accounts and records of the receipt and expenditure of the Grant monies received by it.
	4. The Recipient shall keep all invoices, receipts, and accounts and any other relevant documents relating to the expenditure of the Grant for a period of at least six years following receipt of any Grant monies to which they relate. The Commissioner shall have the right to review, at the Commissioner's reasonable request, the Recipient's accounts and records that relate to the expenditure of the Grant and shall have the right to take copies of such accounts and records.
	5. The Recipient shall provide the Commissioner with a copy of its annual accounts within six months (or such lesser period as the Commissioner may reasonably require) of the end of the relevant financial year in respect of each year in which the Grant is paid.
	6. The Recipient shall comply and facilitate the Commissioner's compliance with all statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns applicable to itself and the Commissioner.

1. **Monitoring and reporting**
	1. The Recipient shall closely monitor the delivery and success of the Project throughout the Grant Period to ensure that the aims and objectives of the Project are being met and that this Agreement is being adhered to.
	2. The Recipient shall provide the Commissioner with a financial report and an operational report on its use of the Grant and delivery of the Project every [quarter] and in such formats as the Commissioner may reasonably require, including but not limited to the provision of the Reporting Information. The Recipient shall provide the Commissioner with each report, which shall be signed by the Recipient’s Authorised Representative, within [three] months of the [last day of the quarter] to which it relates.
	3. Where the Recipient has obtained funding from a third party for its delivery of part of the Project, the Recipient shall include the amount of such funding in its financial reports together with details of what that funding has been used for.
	4. Along with its first quarterly financial report, the Recipient shall provide the Commissioner with a risk register and insurance review in the format provided by the Commissioner. The Recipient shall address the health and safety of its staff in the risk register.
	5. The Recipient shall submit the Evaluation Report to the Commissioner within one month of completion of the Grant Period.
	6. The Recipient shall on request provide the Commissioner with such further information, explanations and documents as the Commissioner may reasonably require in order for it to establish that the Grant has been used properly in accordance with this Agreement.
	7. The Recipient shall permit any person authorised by the Commissioner such reasonable access to its employees, agents, premises, facilities and records, for the purpose of discussing, monitoring and evaluating the Recipient's fulfilment of the conditions of this Agreement and shall, if so required, provide appropriate oral or written explanations from them.
	8. The Recipient shall permit any person authorised by the Commissioner for the purpose to visit the Recipient once every quarter to monitor the delivery of the Project. Where, in its reasonable opinion, the Commissioner considers that additional visits are necessary to monitor the Project, it shall be entitled to authorise any person to make such visits on its behalf. [The Recipient shall provide local transport and accommodation for such visits, the cost of which may be charged to the Commissioner for payment.]
	9. The Recipient will notify the Commissioner as soon as reasonably practicable of any actual or potential failure to comply with any of its obligations under the Agreement, which includes those caused by any administrative, financial or managerial difficulties.
2. **Acknowledgment and publicity**
	1. The Recipient shall acknowledge the Grant in its annual report and accounts, including an acknowledgement of the Commissioner as the source of the Grant.
	2. The Recipient shall not publish any material referring to the Project or the Commissioner without the prior written agreement of the Commissioner. The Recipient shall acknowledge the support of the Commissioner in any materials that refer to the Project and in any written or spoken public presentations about the Project. Such acknowledgements (where appropriate or as requested by the Commissioner) shall include the Commissioner's name and logo (or any future name or logo adopted by the Commissioner) using the templates provided by the Commissioner from time to time.
	3. In using the Commissioner's name and logo, the Recipient shall comply with all reasonable branding guidelines issued by the Commissioner from time to time.
	4. The Recipient agrees to participate in and co-operate with promotional activities relating to the Project that may be instigated and/or organised by the Commissioner.
	5. The Commissioner may acknowledge the Recipient's involvement in the Project as appropriate without prior notice.
	6. The Recipient shall comply with all reasonable requests from the Commissioner to facilitate visits, provide reports, statistics, photographs and case studies that will assist the Commissioner in its promotional and fundraising activities relating to the Project.
3. **Intellectual Property Rights**
	1. The Commissioner and the Recipient agree that all rights, title and interest in or to any information, data, reports, documents, procedures, forecasts, technology, Know-How and any other Intellectual Property Rights whatsoever owned by either the Commissioner or the Recipient before the Commencement Date or developed by either party during the Grant Period, shall remain the property of that party.
	2. Where the Commissioner has provided the Recipient with any of its Intellectual Property Rights for use in connection with the Project (including without limitation its name and logo), the Recipient shall, on termination of this Agreement, cease to use such Intellectual Property Rights immediately and shall either return or destroy such Intellectual Property Rights as requested by the Commissioner.
4. **Confidentiality**
	1. Subject to clause 10 (Freedom of Information), each party shall during the term of this Agreement and thereafter keep secret and confidential all Intellectual Property Rights or Know-How or other business, technical or commercial information disclosed to it as a result of the Agreement and shall not disclose the same to any person save to the extent necessary to perform its obligations in accordance with the terms of this Agreement or save as expressly authorised in writing by the other party.
	2. The obligation of confidentiality contained in this clause shall not apply or shall cease to apply to any Intellectual Property Rights, Know-How or other business, technical or commercial information which:
		1. at the time of its disclosure by the disclosing party is already in the public domain or which subsequently enters the public domain other than by breach of the terms of this Agreement by the receiving party;
		2. is already known to the receiving party as evidenced by written records at the time of its disclosure by the disclosing party and was not otherwise acquired by the receiving party from the disclosing party under any obligations of confidence; or
		3. is at any time after the date of this Agreement acquired by the receiving party from a third party having the right to disclose the same to the receiving party without breach of the obligations owed by that party to the disclosing party.
5. **Freedom of information**
	1. The Recipient acknowledges that the Commissioner is subject to the requirements of the Freedom of Information Act 2000 (**FOIA**) and the Environmental Information Regulations 2004 (EIRs).
	2. The Recipient shall:
		1. provide all necessary assistance and cooperation as reasonably requested by the Commissioner to enable the Commissioner to comply with its obligations under the FOIA and EIRs;
		2. transfer to the Commissioner all requests for information relating to this agreement that it receives as soon as practicable and in any event within 2 working days of receipt;
		3. provide the Commissioner with a copy of all information belonging to the Commissioner requested in the request for information which is in its possession or control in the form that the Commissioner requires within 5 working days (or such other period as the Commissioner may reasonably specify) of the Commissioner's request for such information; and
		4. not respond directly to a request for information unless authorised in writing to do so by the Commissioner.
	3. The Recipient acknowledges that the Commissioner may be required under the FOIA and EIRs to disclose information without consulting or obtaining consent from the Recipient. The Commissioner shall take reasonable steps to notify the Recipient of a request for information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this agreement) the Commissioner shall be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the FOIA and/or the EIRs.
6. **Data protection**
	1. Both Parties will comply with all applicable requirements of and all their obligations under the Data Protection Legislation which arise in connection with the Agreement.
7. **Withholding, suspending and repayment of Grant**
	1. The Commissioner's intention is that the Grant will be paid to the Recipient in full. However, without prejudice to the Commissioner's other rights and remedies, the Commissioner may at its discretion withhold or suspend payment of the Grant and/or require repayment of all or part of the Grant if:
		1. the Recipient has not signed and returned a copy of this Agreement to the Commissioner;
		2. the Recipient uses the Grant for purposes other than those for which they have been awarded;
		3. the delivery of the Project does not start within [6 months] of the Commencement Date and the Recipient has failed to provide the Commissioner with a reasonable explanation for the delay;
		4. the Commissioner considers that the Recipient has not made satisfactory progress with the delivery of the Project;
		5. the Recipient is, in the reasonable opinion of the Commissioner, delivering the Project in a negligent manner;
		6. the Recipient fails, in the reasonable opinion of the Commissioner, to deliver the Project with reasonable care and skill and in accordance with good industry practice;
		7. the Recipient fails to maintain, where applicable, accreditation with the relevant quality standards authorisation body;
		8. the Recipient obtains duplicate funding from a third party for the Project;
		9. the Recipient obtains funding from a third party which, in the reasonable opinion of the Commissioner, undertakes activities that are likely to bring the reputation of the Project or the Commissioner into disrepute;
		10. the Recipient provides the Commissioner with any materially misleading or inaccurate information;
		11. the Recipient fails, in the timescales set out by the Commissioner, to provide the Commissioner with information or documentation requested in the reasonable opinion of the Commissioner.
		12. the Recipient commits or committed a Prohibited Act;
		13. any member of the governing body, employee or volunteer of the Recipient has (a) acted dishonestly or negligently at any time and directly or indirectly to the detriment of the Project or (b) taken any actions which, in the reasonable opinion of the Commissioner, bring or are likely to bring the Commissioner's name or reputation into disrepute;
		14. the Recipient ceases to operate for any reason, or it passes a resolution (or any court of competent jurisdiction makes an order) that it be wound up or dissolved (other than for the purpose of a bona fide and solvent reconstruction or amalgamation);
		15. the Recipient becomes insolvent, or it is declared bankrupt, or it is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors, or it is unable to pay its debts as they fall due; or
		16. the Recipient fails to comply with any of the terms and conditions set out in this Agreement and fails to rectify any such failure within 30 days of receiving written notice detailing the failure.
	2. Where the Commissioner requires any part or all of the Grant to be repaid in accordance with paragraph 13.1, the Recipient shall repay this amount no later than 30 days of the date it received the demand for repayment. If the Recipient fails to repay the Grant within 30 days of a demand from the Commissioner for payment, the sum will be recoverable summarily as a civil debt.
	3. The Commissioner may retain or set off any sums owed to it by the Recipient which have fallen due and payable against any sums due to the Recipient under this agreement or any other agreement pursuant to which the Recipient provides goods or services to the Commissioner.
	4. The Recipient shall make any payments due to the Commissioner without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.
	5. Should the Recipient be subject to financial or other difficulties which are capable of having a material impact on its effective delivery of the Project or compliance with this Agreement it will notify the Commissioner as soon as possible so that, if possible, and without creating any legal obligation, the Commissioner will have an opportunity to provide assistance in resolving the problem or to take action to protect the Commissioner and the Grant monies.
8. **Anti-discrimination**
	1. The Recipient shall not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation, age or otherwise) in employment.
	2. The Recipient shall take all reasonable steps to secure the observance of clause 13.1 by all servants, employees or agents of the Recipient and all suppliers and sub-contractors engaged on the Project.
9. **Human rights**
	1. The Recipient shall (and shall use its reasonable endeavours to procure that its staff shall) at all times comply with the provisions of the Human Rights Act 1998 in the performance of this Agreement as if the Recipient were a public body (as defined in the Human Rights Act 1998).
	2. The Recipient shall undertake, or refrain from undertaking, such acts as the Commissioner requests so as to enable the Commissioner to comply with its obligations under the Human Rights Act 1998.

1. **Limitation of liability**
	1. The Commissioner accepts no liability for any consequences, whether direct or indirect, that may come about from the Recipient running the Project, the use of the Grant or from withdrawal of the Grant. The Recipient shall indemnify and hold harmless the Commissioner, its employees, agents, officers or sub-contractors with respect to all claims, demands, actions, costs, expenses, losses, damages and all other liabilities arising from or incurred by reason of the actions and/or omissions of the Recipient in relation to the Project, the non-fulfilment of obligations of the Recipient under this Agreement or its obligations to third parties.
	2. Subject to clause 15.1, the Commissioner's liability under this Agreement is limited to the payment of the Grant.
2. **Warranties**
	1. The Recipient warrants, undertakes and agrees that:
		1. it has all necessary resources and expertise to deliver the Project (assuming due receipt of the Grant);
		2. it has not committed, nor shall it commit, any Prohibited Act;
		3. it shall at all times comply with all relevant legislation and all applicable codes of practice and other similar codes or recommendations, and shall notify the Commissioner immediately of any significant departure from such legislation, codes or recommendations;
		4. it 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 employees and other persons working on the Project;
		5. it has and shall keep in place adequate procedures for dealing with any conflicts of interest;
		6. it has and shall keep in place systems to deal with the prevention of fraud and/or administrative malfunction;
		7. all financial and other information concerning the Recipient which has been disclosed to the Commissioner is to the best of its knowledge and belief, true and accurate;
		8. it is not subject to any contractual or other restriction imposed by its own or any other organisation's rules or regulations or otherwise which may prevent or materially impede it from meeting its obligations in connection with the Grant;
		9. it is not aware of anything in its own affairs, which it has not disclosed to the Commissioner or any of the Commissioner's advisers, which might reasonably have influenced the decision of the Commissioner to make the Grant on the terms contained in this Agreement; and
		10. since the date of its last accounts there has been no material change in its financial position or prospects.
3. **Insurance**
	1. The Recipient shall effect and maintain with a reputable insurance company a policy or policies in respect of all risks which may be incurred by the Recipient, arising out of the Recipient's performance of the Agreement, including death or personal injury, loss of or damage to property or any other loss (the Required Insurances).
	2. The Required Insurances referred to above include (but are not limited to):
		1. professional indemnity insurance with a limit of indemnity of not less than two million pounds (£2,000,000) in relation to any one claim or series of claims arising from the Project;
		2. public liability insurance with a limit of indemnity of not less than ten million pounds (£10,000,000) in relation to any one claim or series of claims arising from the Project; and
		3. employer's liability insurance with a limit of indemnity of not less than five million pounds (£5,000,000) in relation to any one claim or series of claims arising from the Project.
	3. The Recipient shall (on request) supply to the Commissioner a copy of such insurance policies and evidence that the relevant premiums have been paid.
4. **Duration**
	1. Except where otherwise specified, the terms of this Agreement shall apply from the date of this Agreement until the anniversary of expiry of the Grant Period or for so long as any Grant monies remain unspent by the Recipient, whichever is longer.
	2. Any obligations under this Agreement that remain unfulfilled following the expiry or termination of the Agreement shall survive such expiry or termination and continue in full force and effect until they have been fulfilled.
5. **Termination**

The Commissioner may terminate this Agreement and any Grant payments on giving the Recipient three months' written notice should it be required to do so by financial restraints or for any other reason.

1. **Variation**

No amendment to this Agreement will be effective unless it is in writing and signed on behalf of each of the Parties. The Commissioner reserves the right to impose an amendment to the Agreement if it considers that the Recipient has unreasonably withheld its consent to the amendment being made.

1. **Assignment**

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

1. **Waiver**

No failure or delay by either party to exercise any right or remedy under this Agreement shall be construed as a waiver of any other right or remedy.

1. **Notices**
	1. All notices and other communications in relation to this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered, e-mailed, or mailed (first class postage prepaid) to the Authorised Representative at the address of the relevant party, as referred to above or otherwise notified in writing. If personally delivered or if e-mailed all such communications shall be deemed to have been given when received (except that if received on a non-working day or after 5.00 pm on any working day they shall be deemed received on the next working day) and if mailed all such communications shall be deemed to have been given and received on the second working day following such mailing.
2. **Dispute resolution**
	1. In the event of any complaint or dispute (which does not relate to the Commissioner's right to withhold funds or terminate) arising between the Parties in relation to this Agreement the matter should first be referred for resolution to the Commissioner’s Authorised Representative or any other individual nominated by the Commissioner from time to time.
	2. Should the complaint or dispute remain unresolved within 14 days of the matter first being referred to the Commissioner’s Authorised Representative or other nominated individual, as the case may be, either party may refer the matter to the [Chief Executive of the] Commissioner and the [Chair **OR** Chief Executive] of the Recipient with an instruction to attempt to resolve the dispute by agreement within 28 days, or such other period as may be mutually agreed by the Commissioner and the Recipient.
	3. In the absence of agreement under clause 24.2, the Parties may seek to resolve the matter through mediation under the CEDR Model Mediation Procedure (or such other appropriate dispute resolution model as is agreed by both Parties). Unless otherwise agreed, the Parties shall bear the costs and expenses of the mediation equally.
3. **No partnership or agency**

This Agreement shall not create any partnership or joint venture between the Commissioner and the Recipient, nor any relationship of principal and agent, nor authorise any party to make or enter into any commitments for or on behalf of the other party.

1. **Joint and several liability**

Where the Recipient is not a company nor an incorporated entity with a distinct legal personality of its own, the individuals who enter into and sign this Agreement on behalf of the Recipient shall be jointly and severally liable for the Recipient's obligations and liabilities arising under this Agreement.

1. **Contracts (Rights of Third Parties) Act 1999**

This Agreement does not and is not intended to confer any contractual benefit on any person pursuant to the terms of the Contracts (Rights of Third Parties) Act 1999.

1. **Governing law**

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

1. **Entire agreement**

This Agreement (together with all documents attached to or referred to within it) constitutes the entire agreement and understanding between the Parties in relation to the Grant and supersedes any previous agreement or understanding between them in relation to such subject matter.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

1. The Project
2. **Purpose:** [to secure, or contribute to securing, crime and disorder reduction in the body’s area OR to help victims or witnesses of, or other persons affected by, offences and anti-social behaviour.]
3. **Key Deliverables**
4. **Outputs**
5. **Outcomes**
6. **Financial Information**
7. **Total of Grant Award**
8. **A Financial Breakdown of budget for a XXXXX year service**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Financial Year Breakdown** | **2017/18** | **2018/19** | **2019/20** | **2020/2021** |
| **Grant Amount** | £XXXXXX  |  £XXXXXX | £XXXXXX  | £XXXXXX  |

1. Payment Schedule

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Financial Years | Year 12017/18 | Year 22018/19 | Year 32019/20 | Year 42020/21 |
| Dates Qtr 1 | £ | £ | £ | £ |
| Dates Qtr 2 | £ | £ | £ | £ |
| Dates Qtr 3 | £ | £ | £ | £ |
| Dates Qtr 4 | £ | £ | £ | £ |

1. Breakdown of Grant

|  |  |
| --- | --- |
| **Item of Expenditure** | **Budget (in UK Sterling)** |
|   |   |
|   |   |
|   |   |
|   |   |
|   |   |
|   |   |
|   |   |
|   |   |

EXECUTED as a DEED

by the Police and Crime

Commissioner for Norfolk .................................

on   ......................20…....

in the presence of:

Signature .................................

Name   .................................

Address   .................................

 .................................

 .................................

Occupation .................................

EXECUTED as a DEED

by [NAME OF DIRECTOR OR

COMPANY SECRETARY] for and

on behalf of [NAME OF RECIPIENT] .................................

on   ......................20…....

in the presence of:

Signature .................................

Name   .................................

Address   .................................

 .................................

 .................................

Occupation .................................