

# OFFICE OF THE POLICE & CRIME COMMISSIONER FOR NORFOLK

**Author:** Ian Sturgess

**DECISION NO.** 2017 / 11

**REASON FOR SUBMISSION:** For Decision

**SUBMITTED TO:** Police and Crime Commissioner for Norfolk

**SUBJECT:**

Continued provision of a specialist worker to support young people in care who are at risk of sexual exploitation.

**SUMMARY:** The area of Child Sexual Exploitation provides a significant threat to children and young people across the world, Norfolk is no exception. The growing number of cases referred into the Norfolk Multi Agency Safeguarding Hub (MASH) provides clear evidence of this.

Much work is taking place nationally however it is essential that local areas do all they can to respond to this increasing threat. This initiative is providing protection for vulnerable young people in care, either in foster placement or residential accommodation, who are at risk of sexual exploitation. The need for a clear understanding of this complex crime area, impacting on the most vulnerable cannot be overstated. This is particularly the case given the role of the internet in this high risk area.

A total of £35,000 is being provided by the Office of the Police and Crime Commissioner to continue to fund this post to 31st December 2017. The OPCCN is currently working with Norfolk Children Services to determine future funding for this service post 31<sup>st</sup> December 2017. Any decision on further funding will be based around a full evaluation of the service and will be subject of a competitive grant process.

A copy of the grant agreement, providing details of the intended outcomes and activities of the project, has been prepared.

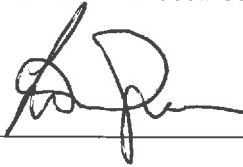
**RECOMMENDATION:**

The PCC supports the allocation of £35,000 funding to The Magdalene Group who will provide this post.

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

The recommendations as outlined above are approved.

**Signature**

A handwritten signature in black ink, appearing to be 'A.P.', written over a horizontal line.

**Date**

22/12/16

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

**APPROVAL TO SUBMIT TO THE DECISION-MAKER** (this approval is required only for submissions to the PCC).

**Chief Executive**

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

Signature:



Date

22.12.16

**Chief Finance Officer (Section 151 Officer)**

I certify that:

- a) ~~there are no financial consequences as a result of this decision,~~  
or  
b) the decision can be taken on the basis of my assurance that Financial Regulations have been complied with.

Signature:



Date

22.12.16



## **DETAIL OF THE SUBMISSION**

### **1. OBJECTIVES**

- 1.1 The Purpose of this grant is to enable the provision of dedicated role offering specialist support to young people who are in care, either in foster placement or residential accommodation, who are at risk of, or are being, sexually exploited.
- 1.2 The extension of funding from the PCC will enable the service to continue. The post holder will then be able to focus on delivering Service and gathering essential information to inform future service provision.
- 1.3 The OPCCN are agreed that this crime area will continue to be funded and has agreed £35,000 to be made available. This funding will address the PCCs priority in reducing the risk of harm to vulnerable victims.
- 1.5 A copy of the grant agreement, providing details of the intended outcomes and activities of the project has been prepared.

### **2. BACKGROUND**

- 2.1 The growing threat this crime represents is such that in the interest of protecting a particularly vulnerable group it is essential that we understand the scale of the problem. This work will inform a wider understanding of the issues whilst at the same time providing necessary and timely intervention and support.

### **3. AREAS FOR CONSIDERATION**

- 3.1 Overall the provision of support for children at risk of sexual exploitation victims, is becoming increasingly necessary, funding for existing providers is either coming to an end, or is insufficient. To address this, a long term multi-agency commissioning response and strategy is required to address growing need and this can be brokered by the PCC for Norfolk supported by the OPCCN. However, whilst this strategy is being devised, it will be necessary to provide short term interim funding.
- 3.2 The OPCCN is therefore intending to:
  - Provide a grant of £35k to The Magdalene Group to provide engagement and support for children at increased risk of sexual exploitation for the period 1<sup>st</sup> January 2017 to the 31st December 2017
  - Conduct, in partnership with the statutory and voluntary sector, a review of child sexual exploitation support services in Norfolk and develop and implement a new strategy from the 1 January 2018.

#### 4. OTHER OPTIONS CONSIDERED

- 4.1 To postpone funding of child sexual exploitation support services aimed at children and in particular those who are looked after, until a multi-agency county wide strategy is in place to inform future investment – this option has not been taken as it would leave victims unsupported and further increase risk.

#### 5. STRATEGIC AIMS/OBJECTIVE SUPPORTED

- 5.1 The provision of funding to support victims of child sexual exploitation supports the OPCCNs objective of supporting victims of crime to cope and recover and reducing vulnerability to further victimisation.

#### 6. FINANCIAL AND OTHER RESOURCE IMPLICATIONS

- 6.1 The amount of grant funding being recommended totals £35k, which is contained within the commissioning budget.

#### 7. OTHER IMPLICATIONS AND RISKS

- 7.1 Failure to agree a long term multi agency funding solution will result in a reduction in service or continue to leave the Police and Crime Commissioner support this Children and Young person's intervention.
- 7.2 The impact of this Post continues to be reviewed since commencement (April 2015). The evidence supports future funding of this post. The OPCCN and Norfolk Children Services are currently considering future funding, this will be by way of a competitive grant process.

**PUBLIC ACCESS TO INFORMATION:** *Information contained within this submission is subject to the Freedom of Information Act 2000 and wherever possible will be made available on the OPCC website. Submissions should be labelled as 'Not Protectively Marked' unless any of the material is 'restricted' or 'confidential'. Where information contained within the submission is 'restricted' or 'confidential' it should be highlighted, along with the reason why.*



# OFFICE OF THE POLICE & CRIME COMMISSIONER FOR NORFOLK

## **Grant Agreement**

**Police and Crime Commissioner for Norfolk**

**AND**

**The Magdalene Group**

Office of the Police and Crime Commissioner for Norfolk (OPCCN)  
Building 8  
Jubilee House  
Falconers Chase  
Wymondham  
Norfolk  
NR18 0WW  
Tel: 01953 424455  
Email:

[OPCCNGrants@norfolk.pnn.police.uk](mailto:OPCCNGrants@norfolk.pnn.police.uk)

## 1. Definitions

- 1.1 In this Grant Agreement: (Sections 1-24 inclusive, Schedules 1, 2 and 3)
- a) The "**Commissioner**" means the Norfolk Office of the Police and Crime Commissioner.
  - b) The "**Funding Period**" means the period from 01.01.2017 to 31.12.2017
  - c) The "**Grant**" means the grant payable by the Commissioner to the Recipient under the terms of this Grant Agreement, the amount of which (the "**Grant Amount**") shall not be more than £35,000
  - d) The "**Intended Outcomes**" are detailed in Schedule 2.
  - e) The "**Purpose**" is detailed in Schedule 1 and 2.
  - f) The "**Recipient**" means the organisation to which the Grant is paid.
  - g) "**Business Day**" means a day (other than a Saturday, Sunday or public holiday) when the banks in London are open for business.
  - h) "**Prohibited Act**" means:
    - offering, giving or agreeing to give to any servant of the Commissioner or the Crown any gift or consideration of any kind as an inducement or reward for:
      - doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Grant Agreement or any other contract with the Commissioner or the Crown; or
      - showing or not showing favour or disfavour to any person in relation to this Grant Agreement or any other contract with the Commissioner or the Crown;
      - entering into this Grant Agreement or any other contract with the Commissioner or the Crown where a commission has been paid or has been agreed to be paid by the Recipient or on its behalf, or to its knowledge, unless before the relevant contract is entered into particulars of any such commission and of the terms and conditions of any such contract for the payment thereof have been disclosed in writing to the Commissioner;
    - committing any offence:
      - under the Bribery Act 2010 or any guidance or codes of practice issued by the relevant government department concerning such Act;
      - under legislation creating offences in respect of fraudulent acts; or
      - at common law in respect of fraudulent acts in relation to this Grant Agreement or any other contract with the Commissioner or the Crown; or
      - defrauding or attempting to defraud or conspiring to defraud the Commissioner or the Crown.
  - i) "**Anti-Discrimination Legislation**" means the:
    - Sex Discrimination Act 1975 and Sex Discrimination Act 1986;
    - Race Relations Act 1976;
    - Disability Discrimination Act 1995;
    - Human Rights Act 1998;
    - Equal Pay Act 1970;



- Employment Rights Act 1996;
- Employment Equality (Sexual Orientation) Regulations 2003;
- Employment Equality (Religion or Belief) Regulations 2003;
- Employment Equality (Age) Regulations 2006;
- Equality Act 2006;
- Equality Act 2010; and
- any other legal or statutory requirement, modification or re-enactment relating to discrimination.

### **Terms and Conditions**

## **2. Purpose and extent of the Grant**

- 2.1 Further details of the Purpose of the Grant, the Intended Outcomes, the manner in which the activities are to be performed, together with project reporting requirements, are set out in the attached Schedule 2.
- 2.2 The Recipient may not use the Grant for any activities other than the Purpose stated in Schedule 2, unless approved in writing by the Commissioner.

## **3. Grant Offer**

- 3.1 Subject to the Recipient complying with the terms and conditions set out in this Grant Agreement, the Commissioner offers to pay the Grant to the Recipient as a contribution towards eligible expenditure (as set out in Clause 6 below).
- 3.2 The Recipient acknowledges that the Commissioner agrees to fund it only for the Grant Amount, the Funding Period and for the Purpose specified in this Grant Agreement.

## **4. Amount of the Grant**

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

## **5. Timing of the Grant**

- 5.1 Payment of grant will be paid quarterly in arrears (invoice will be required), then paid quarterly upon adherence to grant terms and conditions and successful completion of quarterly reports (dates as per Schedule 2) and achieving project/service Key Deliverables, KPI's, Outputs, Outcomes, Key Performance Indicators, Budget (as per schedule 2).
- 5.2 In order for any payment to be released, the Commissioner will require the Recipient to:
- a) have signed and returned a copy of this Grant Agreement to the Commissioner,
  - b) have invoiced the Commissioner for the amount payable in accordance with Schedule 3,
  - c) be in compliance with the terms and conditions of this Grant Agreement.
  - d) have provided correct Bank Details within their bid/application

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

## **6. Eligible expenditure**

- 6.1 Eligible expenditure consists of payments by the Recipient for the Purpose of the agreed bid.
- 6.2 The Recipient shall account for the Grant on an accruals basis. This requires the cost of goods or services to be recognised when the goods or services are received, rather than when they are paid for.
- 6.3 Eligible expenditure is net of VAT recoverable by the Recipient from HM Revenue & Customs and gross or irrecoverable VAT.
- 6.4 The following costs are NOT Eligible Expenditure: Payments that support activity intended to influence or attempt to influence Parliament, government or political parties, or attempting to influence the awarding or renewal of contracts and grants, or attempting to influence legislative or regulatory action.

## **7. Managing the Grant**

- 7.1 Each party must notify the other of:
- (a) the nominated person who will act as the party's authorised representative; and
  - (b) the contact details of the authorised representative and any deputies.
- 7.2 The Commissioner may, in addition, ask the Recipient to clarify any information provided. If so, the Recipient shall comply with any reasonable request.
- 7.3 The Recipient will provide monitoring reports and financial information to the Commissioner as detailed in Schedule 2. Reports must be signed by the authorised representative.
- 7.4 The Recipient must notify the Commissioner as soon as reasonably practicable if an underspend is forecast. Any underspend of Grant funds must be returned to the Commissioner. Monies cannot be carried forward to the following financial year except with written consent from the Commissioner.
- 7.5 If an overpayment of the Grant has been made, the Commissioner will recover the payment. Grant funding cannot be increased if the organisation overspends.
- 7.6 The Recipient will ensure that appropriate professional arrangements are put in place for the management of the Grant and the reporting of expenditure.
- 7.7 The Recipient will provide a mid-term report and notify of any underspend in addition to an end of project report and financial return highlighting any underspend

## **8. Legal compliance**

- 8.1 Changes to the organisation's constitution or articles of association with regards to the funded project must not be made within the grant monitoring period without first notifying and obtaining the approval of Commissioner.

- 8.2 The Recipient must take all reasonable steps to ensure that it and anyone acting on its behalf complies with any applicable law (including the Data Protection Act 1998, the Freedom of Information Act 2000, the Health and Safety at Work etc Act 1974, any Anti-Discrimination Legislation and any applicable law relating to child protection) for the time being in force (so far as is binding on the Recipient or any other person acting on its behalf).
- 8.3 Without prejudice to Clause 3, the Recipient shall not use the Grant:
- (a) for party-political purposes;
  - (b) to promote religious activity (other than inter-faith activity);
  - (c) for commercial purposes (save where such purposes are consistent with the Purposes);
  - (d) for making any payment to the owners, members and directors of the Recipient (including any distribution, profit share, dividend, bonus and/or any similar or equivalent benefit), save in accordance with any contract of employment duly approved by the directors of the Recipient.
- 8.4 The Recipient should take all necessary steps to ensure that the Grant is accounted for and monitored separately from the Recipient's other funding streams (unless various grant streams are pooled). Details of the Grant must be shown separately in the organisation's accounts as 'restricted funds' and must not be included in its general funds. Copies of the relevant accounts must be provided if requested.

## **9. Procurement procedures**

- 9.1 The Recipient shall adopt such policies and procedures that are required in order to ensure that value for money has been obtained in any procurement of goods or services funded by the Grant.
- 9.2 The Recipient is expected to comply with the Contract Standing Orders of its own organisation.

## **10. Financial or other irregularities**

- 10.1 If the Recipient has any grounds for suspecting financial irregularity in the use of any Grant paid under this Grant Agreement, it must (so far as it is lawfully able to do so) notify the Commissioner as soon as reasonably practicable, explain what steps are being taken to investigate the suspicion, and keep the Commissioner informed about the progress of the investigation.
- 10.2 For the purposes of Clause 10.1, "financial irregularity" includes fraud or other impropriety, mismanagement, and the use of the Grant for purposes other than those intended by the Commissioner.

## **11. Audit Arrangements**

- 11.1 The Commissioner reserves the right to conduct or facilitate an audit of the project at any reasonable time, provided reasonable notice is given to the Recipient, the carrying out of the

audit does not adversely interfere with any of the operations of the Recipient and any representatives of the Commissioner comply with any reasonable security requirements of the Recipient.

- 11.2 The Recipient shall ensure that copies of all applicable supporting documentation are supplied on request within reasonable timescales and that original documentation is maintained and made available to auditors.
- 11.3 The Commissioner will be permitted to verify that management and control arrangements for individual projects have been set up and are being implemented in such a way as to ensure that funds are being used effectively and correctly; carry out spot checks, including sample checks, on the operations financed by the Grant and on the management control systems, provided that the same do not adversely interfere with the operations of the Recipient and any representatives of the Commissioner comply with any reasonable security requirements of the Recipient. The Recipient must ensure that funds are used in accordance with the principle of sound financial management.
- 11.4 In the event that the Commissioner requests any information under this Grant Agreement which the Recipient considers to be confidential or contains confidential information about the finances, operations and clients of the Recipient, the Recipient may request that the Commissioner enters into appropriate confidentiality agreements before disclosure of such information. The Recipient shall not be deemed to have breached Clauses 5.3 or 7.2 of this Grant Agreement if the failure to meet the required timescales is a result of the Commissioner failing to agree and return a requested confidentiality agreement or statement.

## **12. Warranties**

- 12.1 The Recipient warrants, undertakes and covenants that:
- (a) it has not committed, nor shall it commit, any Prohibited Act;
  - (b) it has and shall keep in place systems to deal with the prevention of any fraudulent use of the Grant, any misuse of the Grant or any other fraud or financial impropriety in connection with the Grant;
  - (c) it has and shall keep in place systems to ensure propriety and regularity in the handling of the Grant;
  - (d) all financial and other information concerning the Recipient which has been disclosed to the Commissioner is to the best of its knowledge and belief, true and accurate;
  - (e) it is not subject to any contractual or other restriction imposed by its own or any other organisation's rules or regulations or otherwise which may prevent or materially impede it from meeting its obligations in connection with the Grant; and
  - (f) it is not aware of anything in its own affairs, which it has not disclosed to the Commissioner, which might reasonably have influenced the decision of the Commissioner to make the Grant on the terms contained in this Grant Agreement.

- 12.2 The Recipient shall notify the Commissioner immediately on becoming aware of any actual or suspected breach of any of the warranties, representations and covenants listed in Clause 12.1.

### **13. Terminating, withholding, reduction and repayment of Grant**

- 13.1 The Commissioner's intention is that the Grant shall be paid to the Recipient in full. However, without prejudice to the Commissioner's other rights and remedies, the Commissioner may at its discretion
- (a) withhold payment of the Grant in accordance with Clause 13.2;
  - (b) reduce payment of the Grant in accordance with Clause 13.3;
  - (c) demand repayment of the Grant in accordance with Clause 13.4 or 13.5; and/or
  - (d) terminate this Grant Agreement with immediate effect in accordance with Clause 13.6.

#### **Withholding**

- 13.2 The Commissioner may withhold payment of all or a proportion of the Grant if:
- (a) the Recipient fails, to a material extent, to provide the information required under the terms of this Grant Agreement;
  - (b) the Recipient uses the Grant for purposes other than the Purpose (for the avoidance of doubt, any breach of Clause 8.3, will be deemed use of the Grant for purposes other than the Purpose);
  - (c) following submission of any reports by the Recipient in accordance with this Agreement, the Commissioner considers that the Recipient has not made material progress with achieving the Intended Outcomes;
  - (d) any information provided in the application for the Grant (or in a claim for payment) or in any subsequent supporting correspondence is found to be incorrect or incomplete to an extent which the Commissioner considers to be material;
  - (e) the Recipient commits or committed a Prohibited Act or materially breaches the Data Protection Act 1998, the Freedom of Information Act 2000, the Health and Safety at Work etc. Act 1974, any Anti-Discrimination Legislation or any applicable law relating to child protection;
  - (f) the Recipient commits or committed a breach of this Grant Agreement which the Commissioner considers to be material (including any breach of the provisions of Clauses 12);
  - (g) the Recipient purports to transfer or assign any rights, interests or obligations arising under this Grant Agreement without the agreement in advance of the Commissioner;

- (h) the Recipient materially changes the nature of its charitable or community benefit objects to an extent which the Commissioner considers to be material;
- (i) the Recipient does not follow appropriate child and vulnerable persons protection policies (if applicable).
- (j) the Recipient ceases to operate for any reason, or it passes a resolution (or any court of competent jurisdiction makes an order) that it be wound up or dissolved (other than for the purpose of a bona fide and solvent reconstruction or amalgamation);
- (k) the Recipient becomes insolvent, or it is declared bankrupt, or it is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors, or it is unable to pay its debts as they fall due;
- (l) the Grant is found to be unlawful;

#### **Reduction of grant**

13.3 The Commissioner may reduce the Grant if it becomes apparent to the Commissioner, through the reports submitted in accordance with this Agreement that the Grant exceeds that which is needed to achieve the Intended Outcomes and needs to be reduced.

#### **Repayment**

13.4 Should any part of the Grant remain unspent or uncommitted at the end of the Funding Period, the Recipient shall ensure that any unspent or uncommitted monies are returned to the Commissioner (unless the Commissioner agrees otherwise in writing).

13.5 The Commissioner may require the Recipient to repay part or all of the Grant on demand if any of the events of default set out in Clause 13.2 arise (other than those set out in Clauses 13.2(a), (c) or (d)).

#### **Termination**

13.6 The Commissioner may by notice in writing to the Recipient terminate this Grant Agreement with immediate effect if any of the events of default set out in Clause 13.2 arise (other than those set out in Clauses 13.2(a), (c) or (d)).

13.7 Wherever under the Grant Agreement any sum of money is recoverable from or payable by the Recipient (including any sum that the Recipient is liable to pay to the Commissioner in respect of any breach of the Grant Agreement or which has been incorrectly paid to the Recipient either as a result of administrative error or otherwise), the Commissioner may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Recipient under the Grant Agreement or under any other agreement or contract with the Commissioner.

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

- 13.9 Should the Recipient be subject to financial or other difficulties which are capable of having a material impact on its achievement of the Intended Outcomes or compliance with this Grant Agreement, it shall notify the Commissioner as soon as possible so that, if possible, and without creating any legal obligation, the Commissioner shall have an opportunity to provide assistance in resolving the problem or to take action to protect the Commissioner and the Grant monies.

#### **14. Data Protection and Freedom of Information**

- 14.1 The Recipient shall, and shall use its reasonable endeavours to procure that any of its representatives involved in achieving the Intended Outcomes shall, comply with any notification requirements under the Data Protection Act 1998 (the "DPA") and both parties shall duly observe all their applicable obligations under the DPA which arise in connection with the Grant Agreement.
- 14.2 Where applicable, the Recipient and the Commissioner shall comply with the Freedom of Information Act 2000 (the "FOI Act"), any subordinate legislation made under the FOI Act and any guidance issued by the Information Commissioner.
- 14.3 The Parties agree to assist and cooperate with each other to enable the other to comply with obligations under the FOI Act whenever a request is made for information which relates to or arises out of this Grant Agreement.

#### **15. Transparency**

- 15.1 The Recipient acknowledges that the Commissioner shall disclose payments made against this grant only to those persons who need to know for any legal, financial or regulatory purposes. Regulatory purposes will include the Commissioner's transparency duty to publish all transactions over £500.
- 15.2 No information shall be disclosed if such disclosure would be in breach of the DPA, or is exempted from disclosure under the FOI Act

#### **16. Premises and Facilities**

The parties shall comply with all applicable requirements of Anti-Discrimination Legislation and the Health & Safety at Work, etc Act 1974 and all regulations made under it and under any other legislation.

#### **17. Insurance and Indemnities**

- 17.1 The Commissioner accepts no liability for any consequences, whether direct or indirect, that may come about from the Recipient using the Grant or from withdrawal of the Grant.
- 17.2 The Recipient shall indemnify and hold harmless the Commissioner, its employees, agents, officers or sub-contractors with respect to all claims, demands, actions, costs, expenses, losses, damages and all other liabilities arising from or incurred by reason of the actions and/or omissions of the Recipient in relation to the Grant, the non-fulfilment of obligations of the Recipient under this Grant Agreement or its obligations to third parties.
- 17.3 Subject to Clause 17.1, the Commissioner's liability under or in connection with this Grant Agreement is limited to the payment of the Grant and for the avoidance of doubt, nothing in

this Grant Agreement places any obligation on the Commissioner to renew or continue funding to the Recipient after the end of the Funding Period.

- 17.4 The Recipient shall, during the term of this Grant Agreement and for a period of six (6) years after termination or expiry of this Grant Agreement, ensure that it has adequate insurance cover with an insurer of good repute to cover claims under this Grant Agreement or any other claims or demands which may be brought or made against it by any person suffering any injury damage or loss in connection with this Grant Agreement. The Recipient shall upon request produce to the Commissioner its policy or policies of insurance or where this is not possible, a certificate of insurance issued by the Recipient's insurance brokers confirming the insurances are in full force and effect together with confirmation that the relevant premiums have been paid.

## **18. Dispute resolution**

- 18.1 In the event of any complaint or dispute arising between the parties to this Grant Agreement in relation to this Grant Agreement, the matter should first be referred for resolution to senior offices (nominated by the Commissioner and the Grant Recipient from time to time).
- 18.2 In the absence of any complaint or dispute being resolved pursuant to Clause 18.1 within [14 days] of being referred, the parties may seek to resolve the matter through mediation under the CEDR Model Mediation Procedure (or such other appropriate dispute resolution model as is agreed by both parties). Unless otherwise agreed, the parties shall bear the costs and expenses of the mediation equally.

## **19. Assignment and Variation**

- 19.1 The Recipient may not, without the prior written consent of the Commissioner, assign, transfer, sub-contract, or in any other way make over to any third party the benefit and/or the burden of this Grant Agreement or, except as contemplated as part of the Intended Outcomes, transfer or pay to any other person any part of the Grant.
- 19.2 Variation. No purported amendment or variation of this Grant Agreement shall be effective unless it is in writing and duly executed by or on behalf of each of the parties.

## **20. Publicity**

- 20.1 All media releases by either party, publicity information, consultation materials etc. shall be agreed in advance with the other.
- 20.2 The Recipient shall bring to the attention of the Commissioner any issues that are likely to impact significantly on the project, public opinion or the reputation of the parties to this Grant Agreement, as soon as these are known.
- 20.3 Use of the OPCCN brand.  
The OPCCN name and logo should be used by the recipient organisation during the funding period to acknowledge the support of the OPCCN. For example this could be on a website, headed paper, publicity, social media, or any other materials etc.

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



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

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

## **21. Notices**

21.1 Any notice under or in connection with this Grant Agreement must be in writing and may be given by email, personal delivery, commercial courier or by first class post or recorded delivery. Any such notice addressed as provided in this Clause will be deemed to have been duly given or made (i) when transmitted by the sender (if sent by email), or (ii) when left at the address specified in Clause 21.3 (if delivered personally), (iii) when delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed or (iv) when sent by first class post or recorded delivery at 10am on the second Business Day after posting.

21.2 Any such notice must be addressed to the recipient at their postal address or email address set out below or at such other address or email address as may from time to time be notified in writing by the recipient to the sender as being the recipient's address or email address for service.

21.3 The addresses referred to above are as follows:

The Commissioner:-

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

Email address: [OPCCNgrants@norfolk.pnn.police.uk](mailto:OPCCNgrants@norfolk.pnn.police.uk)

The Recipient:-

The Magdalene Group  
61 King Street  
Norwich  
NR1 1PH  
Contact: Suzie Heybourne CEO.

21.4 To prove service, it is sufficient to prove that the notice was transmitted by email to the email address of the party or, in the case of post, that the envelope containing the notice was properly addressed and posted.

## **22. No Waiver or Severability**

- 22.1 Failure to exercise, or any delay in exercising, any right or remedy provided under this Grant Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy.
- 22.2 No single or partial exercise of any right or remedy provided under this Grant Agreement or by law shall preclude or restrict the further exercise of that or any other right or remedy.
- 22.3 If any provision of this Grant Agreement, or any part of a provision of this Grant Agreement, is found to be illegal, invalid or unenforceable the remaining provisions or the remainder of the provision concerned shall continue in effect.

### **23. Third Parties**

- 23.1 Subject to Clause 23.2, this Grant Agreement is made for the benefit of the parties to it and their successors and permitted assigns and is not intended to benefit, or be enforceable by, anyone else. For the avoidance of doubt, the provisions of the Contracts (Rights of Third Parties) Act 1999 are expressly excluded from this Grant Agreement.


### **24. Governing Law & General**

- 24.1 This Grant Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 24.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Grant Agreement or its subject matter or formation (including non-contractual disputes or claims).
- 24.3 This Grant Agreement may be executed in any number of counterparts and by the different parties on separate counterparts (which may be fax or electronic transmission copies), but shall not take effect until each party has executed and delivered at least one counterpart. Each counterpart when executed and delivered shall constitute an original, but all the counterparts shall together constitute one and the same instrument.
- 24.4 Each party shall pay its own costs and expenses in relation to the negotiation, preparation, execution, registration and performance of this Grant Agreement and the transactions and arrangements contemplated by this Grant Agreement.
- 24.5 This Grant Agreement constitutes the entire agreement and understanding between the parties relating to the transactions contemplated by or in connection with this Grant Agreement and the other matters referred to in this Grant Agreement and supersedes any other agreement or understanding (written or oral) between the parties or any of them relating to the same. Each party acknowledges and agrees that it does not rely on, and shall have no remedy in respect of, any promise, assurance, statement, warranty, undertaking or representation made (whether innocently or negligently) by any other party or any other person except as expressly set out in this Grant Agreement. Nothing in this Clause shall operate or be construed to limit or exclude any liability of any person for fraud, including fraudulent misrepresentation.
- 24.6 This Grant Agreement shall not create any partnership or joint venture between the Commissioner and the Recipient, nor any relationship of principal and agent, nor authorise any party to make or enter into any commitments for or on behalf of the other party.


**ACCEPTANCE OF GRANT**

The Magdalene Group accepts the offer of Grant contained in this Grant Agreement and agrees to comply with the terms and conditions of the Grant on which the offer is made.

On behalf of the Recipient - Authorised Representative

Signature:	
Name:	Suzi Heybourne
Date:	17/01/2017
Position:	CEO.

Signed on behalf of the Commissioner:

Signature:	
Name:	JOHN HUMMERSONE
Date:	24/1/17
Position:	& CFO

Date of issue of Grant Agreement: 17/01/2017

## SCHEDULE 1 – THE PURPOSE

### **Purpose of the funding**

In accordance with Section 143 of the Anti-social Behaviour, Crime and Policing Act 2014, the Commissioner, as the local policing body, has powers to provide or to commission:-

- (a) services that in the opinion of the local policing body will secure, or contribute to securing, crime and disorder reduction in the body's area;
- (b) services that are intended by the local policing body to help victims or witnesses of, or other persons affected by, offences and anti-social behaviour;**
- (c) services of a description specified in an order made by the Secretary of State.

A local policing body arranging for the provision of services under this section may make grants in connection with the arrangements.

A grant may be subject to any conditions (including conditions as to repayment) that the local policing body thinks appropriate.

The Commissioner therefore intends to make these grants in accordance with (b) above and more details are in Schedule 2.

## SCHEDULE 2 – PROJECT DETAILS

### The Magdalene Group

#### a) Purpose/Key Deliverables

The purpose of this grant is to provide a specialist support worker for children and young people who are in care and are at risk of Child Sexual exploitation. This post will support the Norfolk multi agency approach to the protection of children and young persons.

The requested funding would be used for the role of the Child Sexual Exploitation intervention specialist. This person will focus on looked after children, working with carers and other professionals to support those who are considered as being particularly vulnerable to Sexual Exploitation. All evidence and reports suggest that voluntary sector involvement in the statutory provision of CSE support helps to engage the target group.

The Magdalene Project currently has a range of specialist interventions and innovative approaches. Key to ensuring that they are effective is by first aiming to establish and build a firm relationship with the young person through the Befriending service: a 1:1 scheme to support young people who are at high risk of, or who have been sexually exploited. They also provide a dedicated 'runaways' worker undertaking return home interviews and then providing on-going support to young runaways who have experienced sexual exploitation.

This service will focus a dedicated worker who will address the needs of children and young people in care, either in foster placement or residential accommodation who are at risk of or are being sexually exploited.

#### b) Outputs

The service will be delivered via targeted support work including:

- Outreach/drop in programmes to care homes to build relationships with young people
- Delivery of Magdalene developed and designed 6 week creative courses to young people in care.
- Befriending delivered to those young people assessed as medium and high risk of child sexual exploitation without a time limit.
- Return home interviews.
- Worker to be part of the MASH team linking with the missing and CSE team

In addition the post will:

- Deliver evidence based findings to determine the need for delivery of an on-going service
- Establish a data set that identifies the causal factors that led the child into sexual exploitation
- Establish working relationships with care homes across the county

**c) KPI's**

- Number of Child Sexual Exploitation referrals received >40
- Number of Missing Child referrals received >400
- Numbers of children and young people receiving targeted support interventions >30
- Number of return home interviews carried out >40
- Total number of looked after children engaged with >70
- Number of children engaged with living with foster carers >25
- Number of children engaged with living in residential care homes >45
- Number of children in care homes receiving a creative course >10

**d) Outcomes**

Expected outcomes, including supporting and enhancing existing services will be:

- Improve life planning/interventions for those at high risk of CSE
- Holistic seamless access to differing support services
- Reduction in the number of looked after children running away
- Raise awareness and explain the risks associated with Sexual Exploitation to Looked after Children
- Reduce the numbers of vulnerable young victims to prevent serious harm and improve life chances

**e) Financial Information**

Funding for period 01.01.2017 to 31.12.2017: £35,000

**f) Financial Breakdown of budget for up to three years**

Funding for 1 year of 1 FTE post: £35,000

**g) Received Match funding for project/service**

Currently work is being undertaken with other statutory agencies in an effort to secure additional funding for this service; this is part of a wider piece of commissioning work to tackle Child Sexual Exploitation.

**h) Reporting**

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

	Year 1 2017
Qtr 1 Dates	30.04.2017
Qtr 2 Dates	31.07.2017
Qtr 3 Dates	31.10.2017
Qtr 4 Dates	31.01.2018

and detailing:

- how the project is progressing
- any particular difficulties or successes
- any risks over and above those normally associated with this kind of project

- progress against the required information inserted above under the headings: Outputs, Key Deliverables, Key Performance Indicators, Financial Information/Budget, Match Funding
- any other relevant information
- Quarterly financial information will need to demonstrate Project Spend against original application
- Year End financial information will need to demonstrate overall Project Spend against original application

**i) Evaluation**

Within two months of the end of the project (i.e. by 28.02.18) a full evaluation of the project should be provided incorporating (a) to (h) as above and:

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

**Note: This Grant is to facilitate continued service provision within the period stated as per Section 1.1b in an area of high vulnerability, preventing a gap in service delivery. A competitive grant process will take place for delivery of this service post 31<sup>st</sup> December 2017.**



**SCHEDULE 3 – PAYMENT SCHEDULE**

	Year 1 2017
Dates Qtr 1	01.04.2017
Dates Qtr 2	01.07.2017
Dates Qtr 3	01.10.2017
Dates Qtr 4	01.01.2018

**Process for Requesting Payment**

Payments will be made quarterly in arrears, and an invoice must be submitted for payment. Your invoice **must include** our purchase order number. To obtain our purchase order number, please email Claire Buckley direct on [buckleyc@norfolk.pnn.police.uk](mailto:buckleyc@norfolk.pnn.police.uk). Please ensure your invoice states clearly the specific grant and period you are claiming funding for.

The last payment will be paid on invoice after Evaluation report of the project has been submitted and agreed.

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

