

**Grant Agreement**

**between**

**THE SECRETARY OF STATE FOR JUSTICE**

**And**

**THE POLICE AND CRIME COMMISSIONER FOR ESSEX**

**THE PROVISION OF GENERAL GRANT FUNDING IN RELATION TO LOCAL  
COMMISSIONING OF VICTIMS' SUPPORT SERVICES**

**GRANT REFERENCE: CLVSGG-22/23-24/25-012**

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This Agreement is made on

Between:

- (1) The Secretary of State for Justice (acting on behalf of the Crown) whose principal address is at Ministry of Justice, 102 Petty France, London, SW1H 9AJ (the “**Authority**”);  
  
and
- (2) The Police and Crime Commissioner for Essex whose address is PCC for Essex, Chelmsford Road, Dunmow, Essex, CM6 1JA (the “**Recipient**”).

In relation to:

**Local commissioning of victims’ support services via PCCs 2022-2025 (general grant funding)**

**Grant Reference Number: CLVSGG-22/23-24/25-012**

## **1. INTRODUCTION**

- 1.1 The Grant is made to the Recipient in exercise of the power conferred on the Authority by section 56(1) of the Domestic Violence, Crime and Victims Act 2004.
- 1.2 Pursuant to section 56(2) of the Domestic Violence, Crime and Victims Act 2004, the Agreement sets out the conditions attached by the Authority to the Grant.
- 1.3 The Authority has calculated the value of the Grant based on an assessment of need, and covers funding specifically for sexual violence and domestic abuse victim support services, ISVAs and IDVAs and the sexual violence local commissioning test.
- 1.4 The Authority intends to award the Grant for each of the Financial Years of the Funding Period but may adjust the value of the Grant for the second and third years of the Funding Period. This adjustment will be subject to agreement between the Authority and the Recipient regarding either any unprecedented demand for support services during subsequent years, or any significant underspends in subsequent years. Funding for the sexual violence local commissioning test will be confirmed annually.
- 1.5 If the Authority decides to adjust the value of the Grant for the second or third years of the Funding Period it will inform the Recipient as soon as practicable before the year for which the value of the Grant will be adjusted.
- 1.6 The Authority will pay the Grant to the Recipient as provided for in the Agreement and the Recipient will use the Grant only for the Activities.
- 1.7 The Recipient will be required to enter into its own multi-year grant agreements with any organisations funded by it as set out in paragraph 6.14.
- 1.8 The Recipient should note that the Authority is not permitted to pay Grants in advance of need, but Grants will usually be paid in advance of expenditure provided the Activities have been delivered during the Funding Period and the Recipient has paid for the Activities in full.

- 1.9 The Agreement sets out the conditions which apply to the Recipient receiving the Grant from the Authority.
- 1.10 The Authority makes the Grant to the Recipient on the basis of the Recipient's acceptance of the offer of funding, a copy of which is attached at Annex 1.
- 1.11 The Parties confirm that it is their intention to be legally bound by the Agreement.

## 2. DEFINITIONS AND INTERPRETATION

2.1 Where they appear in the Agreement:

**Activities** means the services to be funded by the Grant set out in Annex 2;

**Adult** means a person 18 years old or older;

**Agreement** means this agreement and its annexes;

**Asset** means any asset that is to be purchased or developed using the Grant including equipment or any other asset which may be a Fixed Asset as appropriate in the relevant context, and Assets will be construed accordingly;

**Breach** means a failure to comply (by act or omission) with any part of the Agreement;

**Bribery Act** means the Bribery Act 2010;

**Child** means a person who is under 18 years old and **Children** will be construed accordingly;

**CSA** means:

- (i) sexual abuse of Children involving forcing or enticing a Child to take part in sexual activities. The activities may involve physical contact and non-contact activities, such as:
  - (a) involving Children in looking at, or in the production of, sexual images;
  - (b) watching sexual activities;
  - (c) encouraging Children to behave in sexually inappropriate ways; and
  - (d) grooming a Child in preparation for abuse including via the internet
- (ii) where an individual or group takes advantage of an imbalance of power to coerce, manipulate or deceive a Child into sexual activity:
  - (a) in exchange for something the victim needs or wants; and/or
  - (b) for the financial advantage or increased status of the perpetrator or facilitator
- (iii) sexual exploitation even if the sexual activity appears consensual and does not involve physical contact; and
- (iv) any of the above achieved through the use of technology;

**Code of Conduct** means the Code of Conduct for recipients of Government General Grants published by the Cabinet Office in November 2018 which is available here: [Code](#)

[of Conduct for Recipients of Government General Grants](#), including any subsequent updates from time to time;

**Commencement Date** means the 1<sup>st</sup> April 2022;

**Confidential Information** means any information (however conveyed, recorded or preserved) disclosed by a Party or its personnel to another Party (and/or that Party's personnel) whether before or after the date of the Agreement, including but not limited to:

- (i) any information that ought reasonably to be considered to be confidential (whether or not it is so marked) relating to:
  - (a) the business, affairs, customers, clients, suppliers or plans of the disclosing Party; and
  - (b) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing Party; and
- (ii) any information developed by the Parties in the course of delivering the Activities;
- (iii) any information derived from any of the above;

Confidential Information shall not include information which:

- (iv) was public knowledge at the time of disclosure (otherwise than by breach of paragraph 24);
- (v) was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;
- (vi) is received from a Third Party (who lawfully acquired it) without restriction as to its disclosure; or
- (vii) is independently developed without access to the Confidential Information;

**Crown Body** means the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;

**Data Protection Legislation** means (i) the GDPR, and any applicable national implementing Law as amended from time to time (ii) the DPA 2018 to the extent that it relates to the processing of Personal Data and privacy (iii) all applicable Law about the processing of Personal Data and privacy;

**Disposal** means the disposal, sale, transfer of the grant or any interest in any Asset and includes any contract for disposal;

**DPA** means the Data Protection Act 2018;

**EIR** means the Environmental Information Regulations 2004;

**Eligible Expenditure** means the payments made by the Recipient during the Funding Period for the purposes of delivering the Activities that comply in all respects with the eligibility rules set out in paragraph 7;

**Event of Default** means an event or circumstance as defined by paragraph 9.8;

**Financial Year** means the year from 1<sup>st</sup> April to 31<sup>st</sup> March;

**Fixed Asset** means any Asset which consists of land, buildings, plant and equipment acquired, developed, enhanced, constructed or owned by the Recipient in connection with the Activities;

**FOIA** means the Freedom of Information Act 2000 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;

**Funding Period** means the period for which the Grant is awarded starting on the Commencement Date and ending on 31<sup>st</sup> March 2025; or such earlier date of termination or partial termination of the Agreement in accordance with the Law or provisions of the Agreement;

**GDPR** means General Data Protection Regulation (Regulation (EU) 2016/679) of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data; or any Law which replaces the GDPR following the UK's exit from the European Union;

**Grant** means the sum set out in ANNEX 3 which the Authority will pay to the Recipient in accordance with the Agreement;

**Grant Claim** means the payment claim form as set out in Annex 4 submitted by the Recipient to the Authority for payment of the Grant;

**Grant Manager** means the individual who has been nominated by the Authority to be the single point of contact for the Recipient in relation to the Grant;

**Grant Offer Letter** means the letter issued by the Authority to the Recipient, a copy of which is set out in Annex 1;

**IDVA** means Independent Domestic Violence Advisor/Advocate;

**Ineligible Expenditure** means expenditure which is not Eligible Expenditure as set out in paragraphs 7.4 and 7.5;

**Information Acts** means the FOIA, EIR, and Data Protection Legislation;

**Instalment Periods** means the intervals set out in the Payment Schedule when the Authority will pay the Grant to the Recipient during the Funding Period;

**IPR** means intellectual property right and refers to copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions semiconductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade names, designs, know-how, trade secrets and any modifications, amendments, updates and new releases of the same and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

**IPR Material** means all material produced by the Recipient in relation to the Activities during the Funding Period (including but not limited to, materials expressed in any form of report, database, design, document, technology, information, know how, system or process);

**ISVA** means Independent Sexual Violence Advisor/Advocate;

**Law** means any applicable law, statute, by-law, regulation, order, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements of any regulatory body, delegated or subordinate legislation;

**Losses** means all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and **Loss** will be interpreted accordingly;

**Major Asset** means an Asset being used for the Activities which is not a Fixed Asset but has a value as at the date of the Agreement of at least £10,000;

**Maximum Sum** means the maximum amount of the Grant to be provided by the Authority to the Recipient for the Activities;

**ONS** means the Office for National Statistics;

**Outputs and Outcomes** means the outputs and outcomes set out in Annex 5;

**Party** means the Authority or Recipient and **Parties** shall be each Party together;

**Payment Schedule** means the schedule by which the Authority shall pay instalments of the Grant set out in Annex 3;

**Personal Data** has the meaning given to it in the Data Protection Legislation;

**Procurement Regulations** means the Public Contracts Regulations 2015 and the Concession Contracts Regulations 2016;

**Prohibited Act** means:

- (a) directly or indirectly offering, giving or agreeing to give to any servant of the Authority or the Crown any gift or consideration of any kind as an inducement or reward for:
  - (i) doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of the Agreement; or
  - (ii) showing or not showing favour or disfavour to any person in relation to the Agreement;
- (b) committing any offence:
  - (i) under the Bribery Act;
  - (ii) under legislation creating offences in respect of fraudulent acts; or
  - (iii) at common law in respect of fraudulent acts in relation to the Agreement; or

- (c) defrauding or attempting to defraud or conspiring to defraud the Authority or the Crown;

**Public Accounts Committee** means the select committee of the House of Commons which is responsible for overseeing government expenditures;

**Publication** means any announcement, comment or publication of any publicity material by the Recipient concerning the Activities or the Authority;

**Quality Standards** means the standards described in Annex 5;

**Remedial Action Plan** means the remedial action plan developed by the Recipient and to remedy failure to deliver the Activities as set out in paragraph 9.8;

**Representatives** means any of the Parties' duly authorised directors, employees, officers, agents, professional advisors and consultants;

**Reporting Requirements** means the reporting requirements described in Annex 5;

**Reporting Template** means the template for submitting a Report to the Authority as amended by the Authority from time to time;

**Report** means a report submitted by the Recipient to the Authority in accordance with paragraph 17;

**Sexual Violence Local Commissioning Test** means the test period which commenced on 1st April 2019 and ends in March 2025 whereby additional ringfenced funding has been provided to commission support services for victims of sexual violence (including CSA) to explore the potential benefits of giving full local commissioning responsibilities of rape and sexual abuse services;

**Unspent Monies** means any monies paid to the Recipient in advance of its Eligible Expenditure, which remains unspent and uncommitted at the end of the Financial Year, the Funding Period or because of termination or Breach;

**VAT** means value added tax chargeable in the UK;

**VCSE** means voluntary community and social enterprise;

**Victims Code** means the [Code of Practice for Victims of Crime](#) dated November 2020, brought into operation on 1 April 2021 by the Domestic Violence, Crime and Victims Act 2004 (Victims' Code of Practice) Order 2020/1314. The Code implements relevant provisions of the Victims Directive;

**Victims' Directive** means [Directive 2012/29/EU of the European Parliament and of the Council](#) of 25 October 2012 establishing minimum standards on the rights, support and protection of victims of crime; or any domestic Law which replaces such Directive following the UK's exit from the European Union;

**Victims of Crime** means persons who have suffered harm, including physical, mental or emotional harm or economic loss which was directly caused by a criminal offence or a close relative (or a nominated family spokesperson) of a person whose death was directly caused by a criminal offence;



**Vulnerable Person** means a Child or vulnerable Adult; and

**Working Day** means any day from Monday to Friday (inclusive) which is not specified or proclaimed as a bank holiday in England and Wales pursuant to section 1 of the Banking and Financial Dealings Act 1971 including Christmas Day and Good Friday.

2.2 In the Agreement, unless the context otherwise requires:

- 2.2.1 the singular includes the plural and vice versa;
- 2.2.2 references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or crown body;
- 2.2.3 references to any statute or secondary legislation in the Agreement include references to any amendments or replacements to the statute or secondary legislation that may be enacted from time to time.;
- 2.2.4 the words "including", "other", "in particular", "for example" and similar words will not limit the generality of the preceding words and will be construed as if they were immediately followed by the words "without limitation";
- 2.2.5 references to "writing" include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing will be construed accordingly;
- 2.2.6 references to "representations" will be construed as references to present facts, to "warranties" as references to present and future facts and to "undertakings" as references to obligations under the Agreement;
- 2.2.7 references to "paragraphs" and "Annexes" are, unless otherwise provided, references to the paragraphs and annexes of the Agreement and references in any Annex to parts and tables are, unless otherwise provided, references to the parts and tables of the Annex in which these references appear;
- 2.2.8 the headings in the Agreement are for ease of reference only and will not affect the interpretation or construction of the Agreement; and
- 2.2.9 the Agreement sets out the entire agreement between the Parties in relation to the Grant. It replaces all previous negotiations, agreements, understandings and representations between the Parties in relation to the Grant, whether oral or in writing.

### 3. PURPOSE OF THE GRANT

3.1 The Parties acknowledge and agree that nothing in the Agreement or the provision of the Grant gives or is intended to give rise to contractual relations.

- 3.2 The Recipient must use the Grant for the purposes defined in the Agreement.
- 3.3 The Authority makes no commitment to renewing or continuing funding after the Funding Period and is not liable for any additional cost incurred by the Recipient either during or after the Funding Period.
- 3.4 The Recipient agrees that any data it provided pursuant to an application for funding may be shared within the powers conferred by Law with other organisations for the purpose of preventing or detecting crime.
- 3.5 The Recipient acknowledges that the Authority may disclose any information about the Grant and how it has been used, and any other information provided to the Authority by the Recipient pursuant to or as a consequence of the Agreement.
- 3.6 The Recipient must ensure that contact details relevant to the Activities are widely publicised in a variety of media and locations.
- 3.7 The Activities must satisfy the requirements of the Victims' Code and domestic Law and must:
  - 3.7.1 meet the support needs of Victims of Crime;
  - 3.7.2 act in the interests of the Victims of Crime supported;
  - 3.7.3 be free of charge;
  - 3.7.4 be confidential;
  - 3.7.5 be non-discriminatory (including being available to all regardless of residence status, nationality or citizenship);
  - 3.7.6 be available whether or not a crime has been reported to the police;
  - 3.7.7 be available before, during and for an appropriate time after any investigation or criminal proceedings; and
- 3.8 Subject to paragraph 7 the Authority shall pay the Grant to the Recipient as a contribution towards Eligible Expenditure.
- 3.9 Whilst ensuring effective delivery of the Activities the Recipient must seek efficiency and best value for money when spending the Grant. This includes consideration of co-commissioning of services and integration of services.
- 3.10 The Recipient shall not apply for duplicate funding in respect of any part of the Activities or any related administration costs that the Authority is funding in full under the Agreement and it may be prosecuted for fraud should it dishonestly and intentionally make such an application.

#### **4. AMENDMENT OR VARIATION OF THIS AGREEMENT**

- 4.1 No amendment or variation to the Agreement will be effective unless it is in writing and signed on behalf of each of the Parties. The Authority may impose an amendment to the Agreement if it considers that the Recipient has unreasonably withheld its consent to the amendment being made.

## **5. CHANGES TO THE AUTHORITY'S REQUIREMENTS**

- 5.1 The Authority will notify the Recipient of any changes it requires to be made to the Activities.
- 5.2 The Recipient will endeavour to accommodate any changes to the Authority's needs and requirements under the Agreement.

## **6. PAYMENT OF GRANT**

- 6.1 The Recipient shall complete and sign the Grant Claim as part of its acceptance of the Agreement. No payment can be made in advance of receipt of a correctly completed and signed Grant Claim.
- 6.2 Each Party must notify the other of:
  - 6.2.1 the nominated person who will act as the Party's authorised representative; and
  - 6.2.2 the contact details of the authorised representative and any deputies.
- 6.3 The Recipient's signatory should be the Chief Finance Officer or someone with proper delegated authority. Any change of bank details must be notified immediately on the same form, signed by an approved signatory. Any change of signatory must be notified to the Authority for approval as soon as known.
- 6.4 Subject to this paragraph 6 and paragraph 8 the Authority shall pay the Recipient the Grant in pound sterling and into a bank located in the UK.
- 6.5 The Authority will pay the Grant to the Recipient in accordance with the Payment Schedule. The Authority may apply a different payment schedule at its sole discretion.
- 6.6 The Authority will pay the Grant to the Recipient only if the Authority is satisfied that:
  - 6.6.1 the Recipient will provide to the Authority evidence of the costs/payments, which are classified as Eligible Expenditure which may include receipts and invoices, or any other documentary evidence specified by the Authority;
  - 6.6.2 the Recipient has demonstrated that the Grant will be used for Eligible Expenditure;
  - 6.6.3 if applicable, any previous grant payments have been used in accordance with the associated grant agreements;
  - 6.6.4 where there are unspent monies from previous grant agreements, they have been repaid to the Authority; and
  - 6.6.5 when it is satisfied that the Reporting Requirements have been met.
- 6.7 The Grant represents the Maximum Sum the Authority will pay to the Recipient under the Agreement. The Maximum Sum will not be increased if the Recipient overspends in its delivery of the Activities.

- 6.8 The Recipient shall submit each Grant Claim 10 days prior to the start of the instalment period for which the Grant Claim is made together with any other documentation required by the Authority, from time to time.
- 6.9 Time for payment of the Grant Claim is not of the essence. The Authority has no liability to the Recipient for any Losses caused by a delay in the payment of a Grant Claim howsoever arising.
- 6.10 The Authority may not pay any Grant Claims if the Grant Claim has not been submitted in accordance with paragraph 6.8. Any Grant Claims which are incomplete, incorrect or submitted without the full supporting documentation will be returned unpaid.
- 6.11 The Recipient shall notify the Authority promptly if at any time it becomes aware that it is unable to make a Grant Claim in accordance with paragraph 6.8.
- 6.12 The Recipient shall promptly notify and repay immediately to the Authority any money incorrectly paid to it either as a result of an administrative error or otherwise. This includes (without limitation) situations where the Recipient is paid in error before it has complied with its obligations under the Agreement. Any sum payable under this paragraph 6.12 shall fall due immediately. If the Recipient fails to repay the due sum immediately or within any a timeframe specified by the Authority the sum will be recoverable summarily as a civil debt. The Authority may amend the Payment Schedule at any time taking into consideration any over or under payments to the Recipient against any future payment.
- 6.13 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 Authority has no responsibility for paying third party invoices.
- 6.14 Where possible, the Recipient shall commit to funding the providers of local services it commissions for a period equivalent to the Funding Period. If the Recipient cannot commit in this way, it shall inform the Authority in advance of the reasons why it cannot comply with this requirement.
- 6.15 The Recipient shall take all reasonable steps to satisfy itself that any third party with which the Recipient engages with in relation to the Grant is suitable in all respects to perform any services required to deliver the Activities.
- 6.16 Onward payment of the Grant and the use of contractors shall not relieve the Recipient of any of its obligations under the Agreement, including any obligation to repay the Grant.
- 6.17 The Recipient shall ensure that its Chief Finance Officer has in place appropriate professional arrangements for the management of the Grant and the reporting of expenditure and that its Chief Finance Officer takes all necessary steps to ensure that the Grant is accounted for and monitored separately from the Recipient's other funding streams.
- 6.18 The Recipient shall notify the Authority in writing by 31<sup>st</sup> October in each year of the Funding Period if it forecasts that it will not spend all of the Grant it has received and will receive by 31<sup>st</sup> March in the same year. The Authority may deduct any part of the Grant the Recipient forecasts to be unspent from the second instalment of the Grant in that year.

- 6.19 The Recipient shall notify the Authority in writing by 31<sup>st</sup> January in each year of the Funding Period if it forecasts that it will not spend all of the Grant it has received by 31<sup>st</sup> March in the same year.
- 6.20 The Recipient shall notify the Authority if any part of the Grant which it did not forecast would be unspent pursuant to paragraph 6.19, will be unspent, by 1<sup>st</sup> March each year of the Funding Period and complete and return a finance reconciliation form.
- 6.21 The Recipient may not retain any Unspent Monies other than those mentioned in paragraph 6.20 without the Authority's prior written permission.
- 6.22 If at the end of the relevant Financial Year there are Unspent Monies or a proportion remains unspent as a result of termination or breach, all or a proportion of the Unspent Monies, as calculated by the Authority, must be repaid to the Authority within 10 Working Days of a request for repayment and **must not** be carried forward for use after the end of the Funding Period without the Authority's permission.

## **7. ELIGIBLE AND INELIGIBLE EXPENDITURE**

- 7.1 The Authority will only pay to the Recipient in respect of Eligible Expenditure incurred by the Recipient to deliver the Activities.
- 7.2 The following costs/payments will be classified as Eligible Expenditure if incurred for the purposes of the Activities:
- 7.2.1 fees charged or to be charged to the Recipient by the external auditors/ accountants for reporting/certifying that the Grant paid was applied for its intended purposes;
  - 7.2.2 giving evidence to Parliamentary Select Committees;
  - 7.2.3 attending meetings with government ministers or civil servants to discuss the progress of a taxpayer funded grant scheme;
  - 7.2.4 responding to public consultations, where the topic is relevant to the objectives of the Activities but not on lobbying other people to respond to any such consultation (unless explicitly permitted in the Agreement);
  - 7.2.5 providing independent, evidence-based policy recommendations to local government, departments or government ministers, where that is the objective of a taxpayer funded grant scheme, for example, 'What Works Centres'; and
  - 7.2.6 providing independent evidence-based advice to local or national government as part of the general policy debate, where that is in line with the objectives of the Grant.
- 7.3 A payment is defined as taking place at the moment when money passes out of the Recipient's control. This may take place when:
- 7.3.1 legal tender is passed to a supplier (or, for wages, to an employee);

- 7.3.2 a letter is posted to a supplier or employee containing a cheque;  
or
  - 7.3.3 an electronic instruction is sent to a bank/building society to make a payment to a supplier or employee by direct credit or bank transfer.
- 7.4 The Recipient may not in any circumstance claim the following non-exhaustive list as Eligible Expenditure. The list below does not override activities which are deemed eligible in the Agreement:
- 7.4.1 paid for lobbying, which means using the Grant to fund lobbying (via an external firm or in-house staff) in order to undertake activities intended to influence or attempt to influence Parliament, government or political activity; or attempting to influence legislative or regulatory action;
  - 7.4.2 using the Grant to directly enable one part of government to challenge another on topics unrelated to the Activities;
  - 7.4.3 using the Grant to petition for additional funding;
  - 7.4.4 expenses such as for entertaining, specifically aimed at exerting undue influence to change government policy;
  - 7.4.5 input VAT reclaimable by the Recipient from HMRC; and
  - 7.4.6 payments for activities of a political or exclusively religious nature.
- 7.5 Other examples of expenditure, which are prohibited, include the following:
- 7.5.1 contributions in kind (for example, a contribution in goods or services, as opposed to money);
  - 7.5.2 interest payments or service charge payments for finance leases;
  - 7.5.3 gifts;
  - 7.5.4 entertaining (entertaining for this purpose means anything that would be a taxable benefit to the person being entertained, according to current UK tax regulations);
  - 7.5.5 statutory fines, criminal fines or penalties civil penalties, damages or any associated legal costs;
  - 7.5.6 payments for works or activities which the Recipient, or any member of their partnership has a statutory duty to undertake, or that are fully funded by other sources;
  - 7.5.7 bad debts to related parties;
  - 7.5.8 payments for unfair dismissal or other compensation;
  - 7.5.9 depreciation, amortisation or impairment of assets owned by the Recipient;

7.5.10 the acquisition or improvement of Assets by the Recipient (unless the Grant Offer Letter expressly states the Grant is for capital use); and

7.5.11 liabilities incurred before the commencement of the Agreement unless agreed in writing by the Authority.

## **8. ASSETS**

8.1 The Authority reserves the right to determine the outcome of any Assets created as a result of the Activities or purchased with the Grant.

8.2 The Recipient shall seek approval from the Authority if it or its contractors wish to dispose of, transfer or change the use of any Asset that was acquired or improved with the Grant and must not sell any Asset below market value without prior written permission from the Authority.

8.3 Any proceeds will be surrendered to the Authority in full, unless otherwise agreed by the Authority.

8.4 The Recipient shall maintain a register of all Assets which contains details of the date and place of purchase, the price paid, serial numbers and (subject to paragraphs 8.1 to paragraph 8.3) any date of disposal.

8.5 The Recipient shall not create any charge, legal mortgage, debenture or lien over any Asset without the prior written consent of the Authority.

8.6 The Recipient may not, without the prior written consent of the Authority, assign, transfer, or in any other way make over to any third party the whole or any part of the Agreement or any rights under it, without the Authority's prior approval.

8.7 Any approval given by the Authority will be subject to a condition that the Recipient has first entered into an agreement, authorised by the Authority, requiring the Recipient to work with another organisation in delivering the Activities.

## **9. CLAWBACK, EVENTS OF DEFAULT, TERMINATION AND RIGHTS RESERVED FOR BREACH AND TERMINATION**

9.1 It is the Authority's intention that the Grant will be paid to the Recipient in full and in accordance with Annex 3.

9.2 Without prejudice to the Authority's other rights and remedies, if the Recipient fails to comply with any of its obligations in the Agreement, the Authority may, reduce, suspend, or terminate payment of the Grant, or require any part or all of the Grant to be repaid.

9.3 Where the Authority requires any part or all of the Grant to be repaid in accordance with paragraph 9.2, 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 Authority for payment, the sum will be recoverable summarily as a civil debt.

9.4 Where all or a proportion of the Grant remains unspent at the end of the Financial Year or as a result of termination of the Agreement, all or a proportion of the Unspent Monies, as calculated by the Authority, must be repaid to the Authority within 10 Working Days

of a request for repayment and must not be carried forward for use after the Financial Year.

### **Events of Default**

- 9.5 The Authority may exercise its rights set out in paragraph 9.2 if the Recipient:
- 9.5.1 uses the Grant for a purpose other than the Activities;
  - 9.5.2 fails to comply with any of the other obligations of the Agreement;
  - 9.5.3 uses the Grant for Ineligible Expenditure;
  - 9.5.4 fails, in the Authority's opinion, to make satisfactory progress with the Activities;
  - 9.5.5 does not achieve the Outputs and Outcomes;
  - 9.5.6 fails to submit an adequate Remedial Action Plan to the Authority following a request by the Authority;
  - 9.5.7 fails to improve delivery of the Activities in accordance with a Remedial Action Plan approved by the Authority;
  - 9.5.8 is, in the opinion of the Authority, delivering the Activities in a negligent manner (in this context negligence includes but is not limited to failing to prevent or report actual or anticipated fraud or corruption);
  - 9.5.9 fails to declare Duplicate Funding;
  - 9.5.10 obtains Match Funding or funding from a third party who, in the opinion of the Authority, undertakes activities that are likely to bring the reputation of the Activities or the Authority into disrepute;
  - 9.5.11 provides the Authority with any materially misleading or inaccurate information and/or any of the information provided in its grant application or in any subsequent supporting correspondence which is found to be incorrect or incomplete to an extent which the Authority considers to be significant;
  - 9.5.12 commits or has committed a Prohibited Act or fails to report a Prohibited Act to the Authority, whether committed by the Recipient or a third party as soon as they become aware of it;
  - 9.5.13 acts dishonestly or negligently at any time during the term of the Agreement to the detriment of the Authority;
  - 9.5.14 takes any actions or does not take actions which unfairly bring or are likely to unfairly bring the Authority's name or reputation and/or the Authority into disrepute. Actions include omissions in this context;
  - 9.5.15 transfers or assigns the Grant to any third party without the Authority's consent;



- 9.5.16 does not act in accordance with the Law or meet the Quality Standards;
- 9.5.17 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);
- 9.5.18 incurs expenditure on activities that breach the Law;
- 9.5.19 breaches the Code of Conduct and/or fails to report an actual or suspected breach of the Code of Conduct by the Recipient or its Representatives in accordance with paragraph 30;
- 9.5.20 undergoes a Change of Control which the Authority, acting reasonably, considers:
  - 9.5.20.1 will be materially detrimental to the Activities;
  - 9.5.20.2 the new body corporate cannot continue to receive the Grant because it does not meet the Eligibility Criteria used to award the Grant to the Recipient;
  - 9.5.20.3 the Authority believes that the Change of Control would raise national security concerns; and/or
  - 9.5.20.4 the new body corporate intends to make a fundamental change to the purpose for which the Grant was given;
- 9.5.21 fails to meet the Reporting Requirements.

9.6 Where the Authority determines that an Event of Default has or may have occurred, the Authority shall notify the Recipient to that effect in writing, setting out any relevant details, of the Event of Default and details of any action that the Authority intends to take or has taken.

**Rights reserved for the Authority in relation to an Event of Default**

- 9.7 Where the Authority determines that an Event of Default has or may have occurred, the Authority may:
- 9.7.1 suspend or terminate the payment of Grant for such period as the Authority shall determine;
  - 9.7.2 reduce the maximum sum in which case the payment of Grant shall thereafter be made in accordance with the reduction and notified to the Recipient;
  - 9.7.3 require the Recipient to repay the Authority the whole or any part of the amount of Grant previously paid to the Recipient. Such sums shall be recovered as a civil debt;
  - 9.7.4 give the Recipient an opportunity to remedy the Event of Default (if remediable) in accordance with the procedure set out in paragraphs 9.8 to 9.14; and/or

9.7.5 terminate the Agreement.

**Opportunity for the Recipient to remedy an Event of Default**

- 9.8 If the Authority gives written notice to the Recipient pursuant to paragraph 9.2 to suspend payment of Grant, such notice shall specify the relevant Event of Default and give the Recipient an opportunity to rectify the relevant Event of Default by submitting a Draft Remedial Action Plan for approval by the Authority.
- 9.9 The draft Remedial Action Plan shall set out:
- 9.9.1 full details of the Event of Default; and
  - 9.9.2 the steps which the Recipient proposes to take to rectify the Event of Default including timescales.
- 9.10 On receipt of the draft Remedial Action Plan and as soon as reasonably practicable, the Authority will submit its comments on the draft Remedial Action Plan to the Recipient.
- 9.11 The Authority may accept or reject the draft Remedial Action Plan. If the Authority rejects the draft Remedial Action Plan, the Authority shall confirm, in writing, the reasons why they have rejected the draft Remedial Action Plan and will confirm whether the Recipient is required to submit an amended Remedial Action Plan to the Authority.
- 9.12 If the Authority directs the Recipient to submit an amended draft Remedial Action Plan, the Parties shall agree a timescale for the Recipient to amend the draft Remedial Action Plan to take into account the Authority's comments.
- 9.13 If the Authority does not approve the draft Remedial Action Plan the Authority may, at its absolute discretion, terminate the Agreement.
- 9.14 The Authority shall not by reason of the occurrence of an Event of Default which is, in the opinion of the Authority, capable of remedy, exercise its rights under paragraph 9.2 unless the Recipient has failed to rectify the default to the reasonable satisfaction of the Authority.

**General Termination rights – Termination for Convenience**

- 9.15 Either Party may terminate the Agreement at any time by giving at least 3 months' written notice to the other Party.
- 9.16 If applicable, Unspent Monies (other than those irrevocably committed in good faith before the date of termination, in line with the Agreement and approved by the Authority as being required to finalise the Activities, shall be returned to the Authority within 30 days of the date of receipt of a written notice of termination from the Authority.
- 9.17 If the Authority terminates the Agreement in accordance with paragraph 9.15 the Authority may pay the Recipient's reasonable costs in respect of the delivery of the Activities performed up to the termination date. Reasonable costs will be identified by the Recipient and will be subject to the Recipient demonstrating that it has taken adequate steps to mitigate its costs. The amount of reasonable costs payable will be determined solely by the Authority.

- 9.18 The Authority will not be liable to pay any of the Recipient's costs or those of any contractor/supplier of the Recipient related to any transfer or termination of employment of any employees engaged in the provision of the Activities.

### **Change of Control**

- 9.19 The Recipient shall notify the Authority immediately in writing and as soon as the Recipient is aware (or ought reasonably to be aware) that it is anticipating, undergoing, undergoes or has undergone a Change of Control, provided such notification does not contravene any Law.
- 9.20 Any notification made pursuant to paragraph 9.22 shall set out full details of the Change of Control including the circumstances suggesting and/or explaining the Change of Control.
- 9.21 Following notification of a Change of Control the Authority may exercise its rights under paragraph 9.2 providing the Recipient with notification of its proposed action in writing within 3 months of:
- 9.21.1 being notified in writing that a Change of Control is anticipated or is in contemplation or has occurred; or
  - 9.21.2 where no notification has been made, the date that the Authority becomes aware that a Change of Control is anticipated or is in contemplation or has occurred.
- 9.22 The Authority shall not terminate where approval was granted prior to the Change of Control.

## **10. SERVICE PROVISION**

- 10.1 The Authority may exercise its rights set out in paragraph 9.2 9.2if the Recipient does not notify the Authority within 2 weeks of when it knew or ought to have known of a service which it has commissioned using the Grant is at risk or is likely to stop providing support to Victims of Crime.

## **11. DISPUTE RESOLUTION**

- 11.1 The Parties shall negotiate in good faith any dispute that arises during the Funding Period.
- 11.2 All disputes and complaints (except for those which relate to the Authority's right to withhold funds or terminate the Agreement) shall be referred in the first instance to the Parties' Representatives.
- 11.3 If the dispute cannot be resolved between the Parties' Representatives within 20 Working Days then the matter will be escalated to formal meeting between the Authority's Grant Manager and the Recipient's Chief Executive (or equivalent).
- 11.4 Without prejudice to any other rights or remedies that the Authority may have, it may seek injunctive or other appropriate relief for sufficiently serious, time-critical, actual or anticipated Breach.

## **12. SPENDING CONTROLS – MARKETING, ADVERTISING, COMMUNICATIONS AND CONSULTANCY**

12.1 The Recipient shall seek permission from the Authority prior to any proposed expenditure on advertising, communications, consultancy or marketing either in connection with, or using the Grant. A complete list of the controlled activities can be found at: <https://www.gov.uk/government/publications/cabinet-office-controls>

## **13. PUBLICITY**

13.1 The Authority may publicise, in any medium, the Grant and details of the Activities using any information gathered from the Recipient's application or any reports it submits to the Authority.

13.2 The Recipient will comply with all reasonable requests from the Authority to facilitate visits, provide reports, statistics, photographs and case studies that will assist the Authority in its promotional and fundraising activities relating to the Activities.

13.3 Subject to paragraph 13.4 and paragraph 13.5, the Recipient will not make, or permit any person to make, a Publication without the prior written agreement of the Authority.

13.4 If the Recipient requires the Authority's permission to publish, it shall send a written request for approval and a copy of the material or exact wording that it proposes to publish (the "**Request**") to the Authority no later than 10 Working Days before the intended publication date.

13.5 The Authority will confirm to the Recipient in writing whether:

13.5.1 the Request has been granted;

13.5.2 the Request has been granted subject to the Recipient accepting the Authority's reasonable required edits to the Publication; or

13.5.3 the Request has not been granted.

13.6 Where the Authority does not approve the Request the Authority will provide the Recipient with written reasons for its decision.

13.7 If the Recipient does not agree with the Authority's reasons for rejecting its Request, it may invoke the dispute resolution provisions set out in paragraph 11.

## **14. LOSSES, GIFTS AND SPECIAL PAYMENTS**

14.1 The Recipient must obtain prior written consent from the Authority before:

14.1.1 writing off any debts or liabilities;

14.1.2 offering to make any special payments; and

14.1.3 giving any gifts

in connection with the Agreement.

14.2 The Recipient will keep a record of all gifts, both given and received, in connection with the Grant or any Activities.

## **15. BORROWING**

15.1 The Recipient must obtain prior written consent from the Authority before:

15.1.1 borrowing or lending money from any source in connection with the Agreement; and

15.1.2 giving any guarantee, indemnities or letters of comfort that relate to the Agreement or have any impact on the Recipient's ability to deliver the Activities.

## **16. GRANT REVIEW**

16.1 The Authority will review the Grant at the end of each Financial Year during the Funding Period. The review will include a financial reconciliation and will take into account the Recipient's delivery of the Activities and its achievement of the Outcomes.

16.2 After each Review the Authority may:

- (i) continue payment of the Grant in accordance with the Agreement;
- (ii) change the value of the Grant;
- (iii) re-define the Outputs and Outcomes;
- (iv) request a draft Remedial Action Plan setting out the steps the Recipient will take to improve delivery of the Activities;
- (v) recover any Unspent Monies; or
- (vi) terminate the Agreement in accordance with paragraph 9.2.

16.3 If the Recipient is required to submit a draft Remedial Action Plan in accordance with paragraph 16.2 the Remedial Action Plan process set out in paragraphs 9.8 to 9.14 shall apply.

## **17. MONITORING AND REPORTING**

17.1 The Recipient shall closely monitor the delivery and success of the Activities throughout the Funding Period to ensure that the aims and objectives of the Activities are achieved.

17.2 The Recipient shall participate in meetings with the Authority as and when reasonably required by the Authority.

17.3 The Authority may share with third parties any areas of good practice it identifies.

17.4 The Recipient shall submit to the Authority a Report in accordance with the guidance tab included in or along with the Reporting Template by:

17.4.1 30<sup>th</sup> October 2022 (for the period from 1<sup>st</sup> April 2022 to 30<sup>th</sup> September 2022);

17.4.2 30<sup>th</sup> April 2023 (for the period from 1<sup>st</sup> April 2022 to 31<sup>st</sup> March 2023); and

17.4.3 on the same dates for the same periods in each succeeding Financial Year of the Funding Period.

- 17.5 The Report shall include the information set out in Annex 5.
- 17.6 The Authority will notify the Recipient if it has not received an accurate and complete Report in accordance with paragraph 17.4 and will set out how the Report is not satisfactory (a “**Report Notice**”).
- 17.7 On receipt of a Report Notice the Recipient shall submit a revised Report within 7 Working Days.
- 17.8 On receipt of the revised Report the Authority will inform the Recipient within 7 Working Days if any further amendments are necessary.
- 17.9 If the Authority requires the Recipient to submit an amended Report, the Recipient will provide this to the Authority within 7 Working Days.
- 17.10 The Recipient shall provide the Authority with all reasonable assistance and co-operation in relation to any ad-hoc information, explanations and documents the Authority may require.
- 17.11 The Recipient will permit any person authorised by the Authority reasonable access, with or without notice, to its employees, agents, premises, facilities and records, for the purpose of discussing, monitoring and evaluating the Recipient's fulfilment of its obligations under the Agreement and will, if so required, provide appropriate oral or written explanations to such authorised persons as required.
- 17.12 The Recipient will notify the Authority 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.
- 17.13 The Recipient represents and undertakes (and shall repeat such representations on delivery of a Report):
- 17.13.1 that it is accurate; and
  - 17.13.2 that it has diligently made full and proper enquiry of the matters pertaining to the Report and information given.

## **18. AUDITING AND ASSURANCE**

- 18.1 At any time up to 6 years after the end of the Funding Period, the Recipient shall allow the Authority, external auditing bodies (for example National Audit Office) or their nominees to:
- 18.1.1 visit the Recipient's premises;
  - 18.1.2 inspect any of the Recipient's or staff members' activities;
  - 18.1.3 examine and take copies of the Recipient's books of account and such other documents or records which they consider relate to the use of the Grant; and
  - 18.1.4 examine the economy, efficiency and effectiveness with which the Grant has been used.

- 18.2 The Recipient must ensure that the Grant falls within the scope of the Recipient's annual internal and external audit programme. The external auditor will be expected to sign off an independent assurance statement as part of the scope.
- 18.3 The value and the purpose of the Grant must be identified separately in the Recipient's audited accounts (or the notes thereto).
- 18.4 If required to do so by the Authority, the Recipient shall provide the Authority with a copy of its audited accounts within 14 Working Days.
- 18.5 The Recipient must take all reasonable steps to ensure that all contractors and grant recipients involved in the use of the Grant give the Authority the same access rights as required by paragraph 18.1, including by incorporating like terms in all of the grant agreements and contracts that it enters into in relation to the Grant.
- 18.6 Within 6 months of the end of each Financial Year of the Funding Period the Recipient will provide the Authority with written assurance that the Grant has been used for delivery of the Activities certified by an independent and appropriately qualified auditor accompanied by the Recipient's annual audited accounts.
- 18.7 If the Authority requires further information, explanations and documents, in order for the Authority to establish that the Grant has been used properly in accordance with the Agreement, the Recipient will, within 5 Working Days of a request by the Authority, provide it, free of charge, with the requested information.

#### **Retention of documents**

18.8 The Recipient shall:

- 18.8.1 retain all invoices, receipts, accounting records and any other documentation (including but not limited to, correspondence) relating to the Eligible Expenditure and income generated by the Activities during the Funding Period for 7 years from the end of the Funding Period;
- 18.8.2 ensure that all its contractors retain each record, item of data and document relating to the Activities for 7 years from the end of the Funding Period; and
- 18.8.3 promptly provide revised forecasts of income and expenditure at the request of the Authority.

#### **19. DUE DILIGENCE AND FRAUD RISK ASSESSMENTS**

- 19.1 The Recipient shall carry out due diligence checks and conduct fraud risk assessments on organisations it proposes to fund using the Grant before awarding any funding to those organisations including checks that:
  - 19.1.1 contracts have been duly executed;
  - 19.1.2 organisations are registered with a relevant governing body; and
  - 19.1.3 reporting and monitoring are carried out biannually.

19.2 The Recipient shall require organisations it funds to provide it with copies of any accounts which they file with the Charity Commission or at Companies House within one month of their filing.

**20. FINANCIAL MANAGEMENT AND PREVENTION OF BRIBERY, CORRUPTION, FRAUD AND OTHER IRREGULARITY**

20.1 The Recipient shall have a sound administration and audit process, including internal financial controls to safeguard against fraud, theft, money laundering, counter terrorist financing or any other impropriety or mismanagement in connection with the administration of the Grant. The Recipient shall require that the internal/external auditors report on the adequacy or otherwise of that system.

20.2 The Recipient shall comply with the recommendations of the Public Accounts Committee and any other expenditure controls specified by Government.

20.3 All cases of fraud or theft (whether proven or suspected) relating to the Activities must be notified to the Authority as soon as they are identified and explain to the Authority what steps are being taken to investigate the irregularity and keep the Authority informed about the progress of such investigation. The Authority may then request their referral (which the Recipient is obliged to carry out) to external auditors or other third parties as required.

20.4 The Authority may insist that the Recipient take additional steps to address any actual or suspected fraud, theft or other financial irregularity and/or to suspend future payment of the Grant to the Recipient. Any grounds for suspecting financial irregularity includes what the Recipient, acting with due care, should have suspected as well as what it actually proven.

20.5 For the purposes of paragraph 20.4 “**financial irregularity**” includes potential fraud or other impropriety, mismanagement, and the use of the Grant for any purpose other than those stipulated in the Agreement. The Recipient may be required to provide statements and evidence to the Authority or the appropriate organisation as part of pursuing sanctions, criminal or civil proceedings.

**21. RECIPIENT PERSONNEL**

21.1 The Recipient must ensure that all members of the Recipient’s staff comply and must take all reasonable steps to ensure that any other person involved in the use of the Grant complies, with all applicable.

21.2 The Recipient must ensure that all members of the Recipient’s staff and any other personnel delivering the activities receives appropriate training.

21.3 The Recipient must incorporate like terms to those in paragraph 21.1 and paragraph 21.2 in all the contracts and grant agreements that the Recipient enters into in relation to the Grant, such that these contractors and grant recipients are subject to the same obligations in relation to the use of the Grant.

21.4 The Recipient shall ensure that:

21.4.1 any person employed or engaged in delivering the Activities has undertaken a criminal-records check by a recognised disclosure service approved by the Authority; and



- 21.4.2 no person who discloses that they have a relevant conviction or is found by the Recipient to have a relevant conviction (whether as a result of a police check or through the criminal records disclosure check or otherwise) is employed or engaged in the provision of the Activities without the Authority's prior written consent.
- 21.5 Where delivery of the Activities involves any direct contact with Vulnerable Persons, the Recipient shall take all reasonable steps to ensure their safety. The Recipient shall obtain the written agreement of the legal carer or guardian before any direct contact is made with a Vulnerable Person or, if this is not possible, as soon after direct contact is made as possible.
- 21.6 The Recipient shall ensure that any person employed or engaged in the delivery of Activities involving any direct contact with Vulnerable Persons has undertaken a criminal-records check by a recognised disclosure service, for example, the Disclosure and Barring Service. The Recipient shall ensure that no person who discloses that they have a relevant conviction or is found by the Recipient to have a relevant conviction (whether as a result of a police check or through the criminal records disclosure check or otherwise) is employed or engaged in the delivery of Activities involving any direct contact with Vulnerable Persons without the Authority's prior written consent.
- 21.7 The Recipient shall have an appropriate written policy and carry out a set of procedures in place at all times to safeguard Vulnerable Persons, which must include procedures to check the backgrounds of all persons who may have direct contact with any Vulnerable Person and share the detail of this with the Authority.
- 21.8 The Recipient shall ensure that all Victims of Crime are able to access a complaints procedure which enables them to raise complaints and to obtain appropriate redress.
- 21.9 The Recipient shall provide written updates within 14 Working Days of any request by the Authority on all complaints received, including:
- 21.9.1 a summary of the complaint;
  - 21.9.2 the date the complaint was made;
  - 21.9.3 the remedial action proposed;
  - 21.9.4 the outcome of the remedial action; and
  - 21.9.5 the date when the complaint was resolved.

## **22. INSURANCE**

- 22.1 The Recipient shall, during the Funding Period and for 6 years after the Funding Period, maintain insurance with an insurer of good repute to cover claims under the 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 the Activities or the Agreement.
- 22.2 The Recipient will upon request produce to the Authority 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.

### **23. CONFLICTS OF INTEREST**

- 23.1 Neither the Recipient nor its Representatives shall engage in any personal, business or professional activity which conflicts or could conflict with any of their obligations in relation to the Agreement.
- 23.2 The Recipient must have and will keep in place adequate procedures to manage and monitor any actual or perceived bias or conflicts of interest.
- 23.3 If a conflict of interest is identified the Recipient shall inform the Authority immediately and the Authority may decide the individual is to be excluded from any discussion or decision-making relating to the matter concerned and if the Grant is to be terminated.

### **24. CONFIDENTIALITY**

- 24.1 Except to the extent set out in this paragraph 24 or where disclosure is expressly permitted, the Recipient shall treat all Confidential Information belonging to the Authority as confidential and shall not disclose any Confidential Information belonging to the Authority to any other person without the prior written consent of the Authority, except to such persons who are directly involved in the provision of the Activities and who need to know the information.
- 24.2 The Recipient gives its consent for the Authority to publish the Agreement in any medium in its entirety (but with any information which is Confidential Information belonging to the Authority or the Recipient redacted), including from time to time agreed changes to the Agreement.
- 24.3 Nothing in this paragraph 24 prevents the Authority disclosing any Confidential Information obtained from the Recipient:
  - 24.3.1 for the purpose of the examination and certification of the Authority's accounts; or pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources;
  - 24.3.2 to any government department, consultant, contractor or other person engaged by the Authority, provided that in disclosing information under the Authority only discloses the information which is necessary for the purpose concerned and requests that the information is treated in confidence and that a confidentiality undertaking is given where appropriate; or
  - 24.3.3 where disclosure is required by Law.
- 24.4 Nothing in this paragraph 24 prevents either Party from using any techniques, ideas or know-how gained during the performance of its obligations under the Agreement in the course of its normal business, to the extent that this does not result in a disclosure of the other Party's Confidential Information or an infringement of the other Party's IPR.

### **25. STATUTORY DUTIES**

- 25.1 The Recipient shall comply with all of its legal obligations.
- 25.2 Each Party hereby acknowledges that the other Party is subject to the requirements of the Information Acts. Where requested by a Party, the other Party will provide

reasonable assistance and cooperation to the requesting Party to assist its compliance with its information disclosure obligations.

- 25.3 Party acknowledges that the other Party, acting in accordance with the codes of practice issued and revised from time to time under the Information Acts, may disclose information concerning the other Party and the Agreement without consulting the other Party.
- 25.4 Each Party will take reasonable steps to notify the other Party of a request for information to the extent that it is permissible and reasonably practical for it to do so. Notwithstanding any other provision in the Agreement, the Party receiving the request for information will be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the Information Acts.

## **26. DATA PROTECTION AND PUBLIC PROCUREMENT**

### **Data Protection**

- 26.1 The Recipient will comply at all times with its obligations under Data Protection Legislation.
- 26.2 The Recipient shall procure that any person with whom services are commissioned complies with Data Protection Legislation.

### **Public Procurement**

- 26.3 The Recipient shall procure that value for money is obtained in the procurement of goods or services funded by the Grant.
- 26.4 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:
- 26.4.1 the requirement can demonstrably be met only by proprietary or specialist equipment;
  - 26.4.2 the requirement can demonstrably be met only by a single available entity with extremely niche skills; or
  - 26.4.3 there are simply no alternative sources of supply.

## **27. ENVIRONMENTAL REQUIREMENTS**

- 27.1 The Recipient shall perform the Activities in accordance with the Authority's environmental policy available from the Authority linked here: <https://www.gov.uk/guidance/ministry-of-justice-and-the-environment>.
- 27.2 The Recipient shall pay due regard to the use of recycled products, so long as they are not detrimental to the delivery of the Activities or the environment, to include the use of all packaging, which should be capable of recovery for re-use or recycling.
- 27.3 The Recipient shall take all possible precautions to ensure that any equipment and materials used in the performance of the Activities do not contain chlorofluorocarbons, halons or any other damaging substances, unless unavoidable, in which case the

Authority shall be notified in advance of their use; and reduce fuel emissions wherever possible.

## **28. LIMITATION OF LIABILITY**

28.1 The Authority accepts no liability for any consequences, whether direct or indirect, that may come about from the Recipient performing the Activities, the use of the Grant or from withdrawal, withholding or suspension of the Grant. The Recipient shall indemnify and hold harmless the Authority, its Representatives with respect to all actions, claims, charges, demands, losses and proceedings arising from or incurred by reason of the actions and/or omissions of the Recipient in relation to the Activities, the non-fulfilment of obligations of the Recipient under this Agreement or its obligations to third parties.

28.2 The Authority's liability under the Agreement is limited to the amount of Grant outstanding.

## **29. VAT**

29.1 The Parties acknowledge and intend that payment of the Grant is outside the scope of VAT.

29.2 If VAT is held to be chargeable in respect of the Agreement, all payments shall be deemed to be inclusive of all VAT and the Authority shall not be obliged to pay any additional amount by way of VAT.

29.3 All sums or other consideration payable to or provided by the Recipient to the Authority at any time shall be deemed to be exclusive of all VAT payable and where any such sums become payable or due or other consideration is provided, the Recipient shall at the same time or as the case may be on demand by HMRC in addition to such sums, or other consideration, pay to HMRC all the VAT so payable upon the receipt of a valid VAT invoice.

## **30. CODE OF CONDUCT**

30.1 The Recipient shall comply with the Code of Conduct and ensure that its Representatives undertake their duties in a manner consistent with the principles set out in the Code of Conduct.

30.2 The Recipient shall immediately notify the Authority if it becomes aware of any actual or suspected breaches of the Code of Conduct.

## **31. RESEARCH SURVEYS, QUESTIONNAIRES**

31.1 The Authority may occasionally conduct research exercises, including by way of surveys, or questionnaires, calls for evidence, or requests for feedback, into the Recipient's experience of receiving the Grant, and on the Recipient's business needs, and other related matters. Participation in any such exercise will be confidential and the results will be handled in such a way that they will not identify individual respondents without their consent.

31.2 For the purposes of analysing the outcome of any research, the Recipient's input may be combined with other information which the Authority has, but it will be done in a way that does not affect the anonymity of the individual participants. The Authority will share

any reports and findings of any such exercise on an anonymised basis with the Recipient from time to time.

- 31.3 Any information about the Recipient and/or its business which is disclosed to the Authority in the course of any such exercise shall be added to, and become part of the other information which the Authority has, and the Agreement shall apply to it.

## **32. NOTICES**

- 32.1 All notices and other communications in relation to the 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 address of the relevant Party, as set out in Annex 6 or otherwise notified in writing. All notices and other communications must be marked for the attention of the contact specified in Annex 6.
- 32.2 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 5.00pm 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.

## **33. INTELLECTUAL PROPERTY RIGHTS**

- 33.1 IPR in all IPR Material will be the property of the Recipient. Other than as expressly set out in the Agreement, neither Party will have any right to use any of the other Party's names, logos or trade-marks on any of its products or services without the other Party's prior written consent.
- 33.2 The Recipient hereby grants to the Authority a non-exclusive irrevocable and royalty-free, sub-licensable, worldwide licence to use all the IPR Material for the purpose of supporting the Activities and other projects.
- 33.3 Ownership of third-party software or other IPR necessary to deliver Activities will remain with the relevant third party.
- 33.4 The Recipient must ensure it has the relevant agreement from the third-party proprietor before any additions or variations are made to the standard 'off-the-shelf' versions of any third-party software and other IPR. The Recipient shall obtain and maintain all appropriate licences to use the third-party software.

## **34. GOVERNING LAW**

- 34.1 Agreement will be governed by and construed in accordance with the law of England and Wales and the Parties irrevocably submit to the exclusive jurisdiction of the English and Welsh courts.

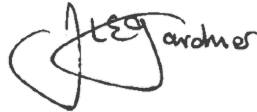
Signed on behalf of the Secretary of State for Justice by:

**Miriam Minty**  
**Head of Victim & Witness Commissioning and**  
**Implementation**  
for and on behalf of the Ministry of Justice

Date:

Signatory

Signature:

A handwritten signature in black ink, appearing to read 'J Gardner', written over a circular scribble.

Name: Jane Gardner

Title: Deputy Police, Fire and Crime Commissioner for Essex

Date:

for and on behalf of  
**The Police and Crime Commissioner for Essex**

I am authorised to sign the Agreement on behalf of the Recipient and in doing so to bind the Recipient. I affirm that I have read and understand the Agreement and that the Recipient accepts and agrees to comply with the Agreement.

## ANNEX 1 – Part B GRANT OFFER LETTER

Miriam Minty  
Head of Victim & Witness  
Commissioning and  
Implementation Unit  
Victims & Vulnerability Policy  
Directorate  
Ministry of Justice  
7th Floor, 102 Petty France  
London SW1H 9AJ

[www.justice.gov.uk](http://www.justice.gov.uk)

**The Police and Crime Commissioner for  
Essex**

14 July 2022

Dear Police and Crime Commissioner

### **RE: OFFER OF GENERAL GRANT FOR 1 APRIL 2022 – 31 MARCH 2025**

Further to previous correspondence, this letter constitutes a formal offer of grant funding by the Secretary of State for Justice to the Police and Crime Commissioner for Essex for the amount of £2,251,787.41 general funding p.a to commission local victim support services. This amount consists of:

1. Ringfenced funding for domestic abuse (DA)/ sexual violence (SV) victim support services;
2. Ringfenced funding for proportion of 700 Independent Sexual Violence Advisors (ISVAs) and Independent Domestic Violence Advisors (IDVAs) – recruited in 2021/22
3. Ringfenced funding for proportion of additional 200 ISVAs and IDVAs – recruited in 2022/23

This amount is per annum but will be committed to for the financial period from 1 April 2022 to 31 March 2025.

In addition, this letter constitutes a formal offer for grant funding by the Secretary of State for Justice to the Police and Crime Commissioner for Essex for the amount of £691,737 towards general funding to commission local victim support services as part of the Sexual Violence Local Commissioning Test. This amount is committed to for the financial period from 1 April 2022 to 31 March 2023.

	<b>22/23</b>	<b>23/24</b>	<b>24/25</b>
Ringfenced DA/SV funding	£503,968.41	£503,968.41	£503,968.41
Ringfenced funding for proportion of 700 ISVAs/IDVAs	£832,863	£832,863	£832,863
Ringfenced funding for proportion of	£226,481	£276,936	£276,936

additional 200 ISVAs/IDVAs			
Sexual Violence Local Commissioning Test	£691,737	tba	tba
<b>Total</b>	<b>£2,255,049.41</b>	<b>£1,613,767.41</b>	<b>£1,613,767.41</b>

The grant offer is subject to your acceptance of, and continuing compliance with, the Grant Agreement. Please confirm you wish to accept the funding offered by emailing your confirmation to [victimservicescommissioning@Justice.gov.uk](mailto:victimservicescommissioning@Justice.gov.uk) no later than 22 July 2022. Please do not hesitate to contact us if you have any questions.

Finally, I would like to take this opportunity to thank you for your ongoing commitment and delivery of high-quality services to ensure all victims of crime are able to access and receive the support they need.

Yours sincerely,

Miriam Minty  
Head of Victim & Witness Commissioning and Implementation Unit  
Victims & Vulnerability Policy Directorate



## **ANNEX 2 – THE ACTIVITIES**

### **1. Background**

- 1.1 The Government is committed to ensuring that Victims of Crime have access to a broad range of support services locally to help them cope with and, as far as possible, recover from the effects of crime.

### **2. Aims and Objectives of the Activities**

- 2.1 The Recipient shall provide or commission dedicated emotional and practical support services for victims of domestic abuse and sexual violence to help them cope and, as far as possible recover from the effects of domestic abuse and sexual violence.

### **3. Domestic Abuse and Sexual Violence Victim Support Services**

- 3.1 The Recipient shall provide or commission victim support services for victims of domestic abuse and sexual violence utilising the ringfenced funding of £503,968.41 p.a. The Grant may be used to support existing victims of domestic abuse and sexual violence or new referrals, may cover any associated costs that arise in the process of commissioning or providing these services and provide support for a particular group such as victims of domestic abuse and sexual violence with protected characteristics.

- 3.2 Victim support services will include but are not limited to:

- 3.2.1 face to face or remote counselling for individuals and/or their families;
- 3.2.2 helpline or live chat support; and/or
- 3.2.3 tailored support for victims of domestic abuse and sexual violence with protected characteristics.

### **3.3 Any funding must not be used to provide accommodation or support services within it.**

- 3.4 The Recipient shall, where relevant:

- 3.4.1 build the capacity and capability of services from the VCSE sector; and
- 3.4.2 ensure that there are adequate 'single point of contact' arrangements in place for the Recipient's police area to enable straightforward and quick access to services.

- 3.5 The Recipient shall provide ISVA and IDVA services utilising the ringfenced funding of £1,059,344.00. The purpose of this funding will be to retain and increase the number of posts within local areas to expand service capacity. Services provided should include provision for tailored support for under-represented victims or with protected characteristics and where relevant, hybrid models which support domestic abuse and sexual violence victims, as well as violence against women and girls advocates and advisers (provided they will be supporting victims of SV and/or DA).

- 3.6 Where relevant, funding may be used for 'other' costs of recruiting and retaining ISVAs and IDVAs, which include but are not limited to:

- 3.6.1 on-costs
  - 3.6.2 training costs
  - 3.6.3 IT equipment
  - 3.6.4 travel costs
- 3.7 Specific posts may include but are not limited to:
- 3.7.1 ISVAs/IDVAs and ISVA/IDVA managers (on the basis that managers have active caseloads of victims);
  - 3.7.2 Child specialist ISVAs and IDVAs; or
  - 3.7.3 ISVAs/IDVAs who provide support to victims with protected characteristics.
- 3.8 ISVAs, IDVAs and other advocates for both adults and CYP will ensure that the rights and interests of victims and survivors are always upheld – in accordance with the Victims Code.
- 3.9 The Recipient shall provide or commission support services for victims of sexual violence utilising the Sexual Violence Local Commissioning Test funding of £691,737. The Recipient shall apply the minimum standards as set out in Annex 8.

**ANNEX 3 – PAYMENT SCHEDULE**

The Authority shall pay the Grant to the Recipient according to the schedule below:

<b>Instalment period</b>	<b>Payment Amount payable</b>	<b>When payable</b>
1 <sup>st</sup> April 2022 to 30 <sup>th</sup> September 2022	£1,127,524.71	Upon signing of the grant agreement
1 <sup>st</sup> October 2022 to 31 <sup>st</sup> March 2023	£1,127,524.71	October 2022
1 <sup>st</sup> April 2023 to 30 <sup>th</sup> September 2023	£806,883.71	April 2023
1 <sup>st</sup> October 2023 to 31 <sup>st</sup> March 2024	£806,883.71	October 2023
1 <sup>st</sup> April 2024 to 30 <sup>th</sup> September 2024	£806,883.71	April 2024
1 <sup>st</sup> October 2024 to 31 <sup>st</sup> March 2025	£806,883.71	October 2024

**ANNEX 4 – GRANT PAYMENT CLAIM FORM**

Roger Hirst  
PFCC for Essex

28th July 2022

Ministry of Justice  
7th Floor, 102 Petty France  
London SW1H 9AJ

[www.justice.gov.uk](http://www.justice.gov.uk)

Dear **Roger Hirst**

**GRANT CLAIM IN ADVANCE**

**PERIOD** From Apr 2022 to end-Sep 2022 (ie Q1 & 2, 2022-23 FY)

Name, email address and telephone number of person at **[Insert Organisation]** to whom queries about this form can be made

<p>Greg Myddelton Strategic Head of Partnerships &amp; Delivery 07841 112940 <a href="mailto:greg.myddelton@essex.police.uk">greg.myddelton@essex.police.uk</a></p>
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**Please complete this table, on a cash paid basis, net of all recoverable VAT, to the nearest £1. Ignore any contributions in kind.**

<b>A</b>	Total Grant Available each year in the funding period	£ 2,255,049.41
<b>B</b>	Eligible expenditure claimed previously in the period.	£ 0
<b>C</b>	Grant claim	£ 1,127,524.71
<b>D</b>	Remaining funding to be claimed in the period. (a-{b+c})	£ 1,127,524.71

**Calculation of grant claimed**

Maximum amount of grant	£ 2,255,049.41
<b>Less</b>	
Amount in column (b) in the table	£ 0
<b>Less</b>	
Amount in Column C	£ 1,127,524.71
Total	£ 1,127,524.71

**Bank details**

If your bank account details have changed since the previous payment of grant please give details, otherwise leave blank.

Name of Bank Account .....

Bank Account No .....

Sort code .....

Name and Address of Bank .....

.....

**To the Accounting Officer or equivalent for The Ministry of Justice**

We hereby claim the amount shown in line C, above, which to the best of my knowledge and belief we are entitled to claim according the funding agreement between ourselves and the Secretary of State.

Signed by the **[Insert Chief Finance Officer or equivalent]**

Signature

Name (BLOCK CAPITALS)

Date

Please return this form to [victimservicescommissioning@justice.gov.uk](mailto:victimservicescommissioning@justice.gov.uk).

**ANNEX 5 – REPORTING REQUIREMENTS AND RELATED OUTCOMES**

1. The Authority reserves the right to request this information more frequently where a service issue may be identified and reserves the right to request additional information in the event this is deemed to be necessary.
2. The 'Reporting Template' will be provided by the Authority separately.

**ANNEX 6 – CONTACT DETAILS**

The Authority's main contact in connection with the Agreement is:

Name of contact:	Rebecca Rowley
Position in organisation:	Head of Local Services, Strategic Partnerships & Commissioning
Email address:	<a href="mailto:victimservicescommissioning@justice.gov.uk">victimservicescommissioning@justice.gov.uk</a>
Telephone number:	07814819168
Postal address:	Ministry of Justice, Victim and Vulnerability Policy Directorate, 7th Floor (Point 7.18), 102 Petty France, London, SW1H 9AJ

This information is correct at the date of the Agreement. The Authority will send you a revised contact sheet if any of the detail changes.

The Recipient's main contact in connection with the Agreement is:

Grant Reference Number:	CLVSGG-22/23-24/25-012
Organisation:	<a href="#">Police, Fire &amp; Crime Commissioner for Essex</a>
Name of contact:	<a href="#">Greg Myddelton</a>
Position in organisation:	<a href="#">Strategic Head of Partnerships &amp; Delivery</a>
Email address:	<a href="mailto:greg.myddelton@essex.police.uk">greg.myddelton@essex.police.uk</a>
Telephone number:	<a href="tel:07841112940">07841 112940</a>
Postal address:	<a href="#">PFCC, ECFRS HQ, Kelvedon Park, Essex, CM8 3HB</a>

Please inform the Authority if the Recipient's main contact changes.

**ANNEX 7 - DECLARATION OF DUPLICATE FUNDING**

**DECLARATION BY GRANT RECEPIENT: DUPLICATE FUNDING**

I, on behalf of the Police and Crime Commissioner for Essex declare that acceptance of funding offered will not result in duplicate funding. Any match or pool funding, where declared, would not be considered duplicate funding.

I understand that as the authorised signatory I will be liable for any false declaration.

Signed: 

Name (printed): **Greg Myddelton**

Date: **19.7.22**



**ANNEX 8 – SEXUAL VIOLENCE LOCAL COMMISSIONING TEST MINIMUM SERVICE EXPECTATIONS FOR 2022/23**

- 1.1 The Sexual Violence Local Commissioning Test Grant must only be used for the Sexual Violence Local Commissioning Test including such services as:
  - 1.1.1 Initial Assessment/Referral Hub (for example, the initial triage meeting with an individual to assess their needs);
  - 1.1.2 Independent Sexual Violence Advisor Service (providing emotional support and guidance through the Criminal Justice System for individuals who have reported recent or non-recent rape or sexual abuse);
  - 1.1.3 Advocacy Service (for individuals seeking support on matters relating to housing, finance, life skills, health or employment);
  - 1.1.4 One to One Services (for individuals seeking face to face support for example, pre-trial therapy, therapy and counselling);
  - 1.1.5 Helpline (for individuals contacting the Recipient for example, through telephone/email/text);
  - 1.1.6 Online (for individuals contacting the Recipient for example, through website/webchat/WhatsApp/other social media);
  - 1.1.7 Groupwork Services (for individuals seeking group support by attending the Recipient's supervised and/or non-supervised group sessions); and
  - 1.1.8 Child and Family Services (for example, support provided by the Recipient to family members, including children, of individuals receiving support from the Recipient).