

| Overview of Funding Agreement from the Police, Fire and Crime Commissioner for Essex |  |
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| <b>Funder</b>  | Police, Fire and Crime Commissioner for Essex (“PFCC”) |
| <b>Funding Recipient</b>   | Xxx (“Recipient”)                                      |
| <b>Project Name</b>  | xxx  |
| <b>Funding Period</b>  |  |
| <b>Funding Start Date</b>  | xxx  |
| <b>Funding Expiry Date</b>   | xxx  |
| <b>Total Grant Value</b>   | £ xxx  |
| <b>Payment Terms</b>   |  |
| <b>Payment 1</b>   | £ xxx  |
| <b>Payment 2</b>   | £  |
| <b>Payment 3</b>   | £  |
| <b>Payment 4</b>   | £  |
| <b>Total</b>   | £ xxx  |
| <b>Purpose of Funding</b>  |  |
| To approve a crime and disorder reduction grant to xxx                               |  |
| <b>Key Deliverables</b>  |  |
| xxx  |  |

## TERMS AND CONDITIONS OF THE GRANT

### 1 INTERPRETATION AND DEFINITIONS

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

**“Data Protection Legislation”**

Means all applicable data protection legislation and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018; the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data and the privacy of electronic communications;

**“Eligible Expenditure”**

Has the meaning set out in Clause 4 of this Funding Agreement;

**“Funding Period”**

Means the period from and including the Funding Start Date to the Funding Expiry Date or, if earlier, the date of termination of this Funding Agreement;

**“Funding Expiry Date”**

Means the date noted against that term on the Overview Sheet;

**“Funding Start Date”**

Means the date noted against that term on the Overview Sheet;

**“UK GDPR”**

has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018;

**“Grant”**

the sum of xxx.

**“Insolvency Event”**

Means the occurrence of any of the following events:

- a. a court makes an order that the Recipient be wound up, or a resolution for a voluntary winding-up of the Recipient is passed;
- b. a receiver or manager in respect of the Recipient is appointed or possession is taken by or on behalf of any creditor of any Recipient property that is the subject of a charge;
- c. a voluntary arrangement is made for a composition of debts, or a scheme or arrangement is approved under the Insolvency Act 1986 or the Companies Acts 1985 to 2006 in respect of the Recipient;
- d. an administration order is made, or an administrator is appointed in respect of the Recipient;
- e. the Recipient suspends or ceases (or threatens to suspend or cease) operating all or a substantial part of its business; or
- f. the Recipient is unable to pay its debts as they fall due;

### **“Intellectual Property Rights”**

Means all patents, rights to inventions, copyright and related rights, moral rights, trade marks, service marks and design rights (whether registered or not), business names and domain names, rights in get-up, trade dress, goodwill and the right to sue for passing off or unfair competition, database rights, rights to use, and protect the confidentiality of, confidential information (including Know-How) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights 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;

### **“Know-How”**

Means information, data, know-how or experience whether patentable or not and including but not limited to any technical and commercial information relating to research, design, development, manufacture, use or sale;

### **“Overview Sheet”**

Means the “overview of funding agreement” document appended to these terms and conditions;

### **“Personal Data”**

Has the same meaning as set out in the Data Protection Legislation;

### **“Party/ Parties”**

Means the Recipient and/or the PFCC;

### **“PFCC”**

Means the Police, Fire and Crime Commissioner for Essex of Kelvedon Park, London Road, CM8 3HB;

### **“PFCC Materials”**

Means all documents, information, items and materials in any form (whether owned by the PFCC or a third party), which are provided by the PFCC to the Recipient in connection with the Grant and or the Project;

### **“Prohibited Act”**

Means giving or agreeing to give to any servant of the PFCC 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 this Funding Agreement or any other contract with the PFCC; or
- (ii) showing or not showing favour or disfavour to any person in relation to this Funding Agreement or any other contract with the PFCC;
- (iii) under the Bribery Act 2010;
- (iv) under legislation creating offences in respect of fraudulent acts; or

- (v) at common law in respect of fraudulent acts in relation to this Funding Agreement or any other contract with the PFCC;

**“Project”**

Means the project as detailed in the Overview Sheet to this Funding Agreement;

**“Purpose”**

Means the purpose as set out in the Overview Sheet to this Funding Agreement;

**“Recipient”**

Means the Funding Recipient stated on the Overview Sheet xxx.

**“Working Day”**

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

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this Funding Agreement.
- 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The Schedules form part of this Funding Agreement and shall have effect as if set out in full in the body of this Funding Agreement. Any reference to this Funding Agreement includes the Schedules.
- 1.5 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8 This Agreement shall be binding on, and enure to the benefit of, the parties to this Funding Agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.9 A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.10 A reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- 1.11 A reference to writing or written includes fax and email.
- 1.12 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.13 A reference to this Funding Agreement or to any other agreement or document is a reference to this Funding Agreement or such other agreement or document, in each case as varied from time to time.
- 1.14 References to clauses and Schedules are to the clauses and Schedules of this Funding Agreement and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.15 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

## **2 PURPOSE OF GRANT**

- 2.1 Subject to the Recipient complying with the terms and conditions set out in this Funding Agreement, the PFCC agrees to pay the Grant to the Recipient as a contribution toward Eligible Expenditure.
- 2.2 The Recipient shall use the Grant only for the delivery of the Project and in accordance with the terms and conditions set out in this Funding Agreement.
- 2.3 The Recipient acknowledges that the PFCC agrees to fund it only for the amount, the Funding Period and for the Purpose specified in this Funding Agreement.
- 2.4 The terms and conditions as set out in the Funding Agreement are intended to ensure that the Grant is used for the Purpose for which it is awarded.
- 2.5 The Recipient must not, without the prior written consent of the PFCC:
  - 2.5.1 make any material changes to the Project;
  - 2.5.2 use any portion of the Grant for any purposes or activities outside the Project;
  - 2.5.3 spend any of the Grant on liabilities incurred before the Funding Period or pay for any expenditure commitments of the Recipient entered into before the Funding Period;
  - 2.5.4 use any portion of the Grant to make any payment to its directors, members, shareholders or any other party with an ownership interest in the Recipient; or
  - 2.5.5 use the Grant to purchase buildings or land.
- 2.6 Any liabilities arising at the end of the Project including any redundancy liabilities for staff employed by the Recipient to deliver the Project must be managed and paid for by the Recipient using the Grant or other resources of the Recipient. There will be no additional funding available from the PFCC for this purpose.
- 2.7 The Recipient is responsible for the provision of all equipment and materials required by the Recipient for the purpose of carrying out the Project. There will be no additional funding available from the PFCC for this purpose.
- 2.8 Where the Recipient obtains funding from a third party for the Project, it will notify the PFCC of such third party funding and will provide the PFCC with details of the amount and purpose of that funding. The Recipient agrees and accepts that it shall not apply for duplicate funding in respect of any part of the Project or any related administration costs that the PFCC is funding in full under this Funding Agreement.

## **3 TIMING OF THE GRANT**

- 3.1 The PFCC shall pay the Grant to the Recipient in accordance with Schedule 1 (Payment Schedule) and the timetable set out in the Overview Sheet.
- 3.2 In order for any payment of the Grant to be released, the PFCC will require the Recipient to:
  - 3.2.1 have signed and returned a copy of this Funding Agreement to the PFCC;
  - 3.2.2 have provided such evidence as the PFCC may require that the relevant expenditure is Eligible Expenditure;
  - 3.2.3 have provided the appropriate bank details; and
  - 3.2.4 be in compliance with the terms and conditions of this Funding Agreement.
- 3.3 The PFCC reserves the right to withhold all or any payments of the Grant if the PFCC has reasonably requested information and/or documentation from the Recipient and this has not been received by the PFCC in the timescales reasonably required.

## **4 ELIGIBLE EXPENDITURE**

- 4.1 Eligible Expenditure consists of payments by the Recipient for the Purpose. Eligible Expenditure is net of VAT recoverable by the Recipient from HM Revenue & Customs and gross of irrecoverable VAT.

- 4.2 The following costs are not Eligible Expenditure:
- 4.2.1 payments by the Recipient that support activity intended to influence or attempt to influence Parliament, government or political parties; or
  - 4.2.2 attempts by the Recipient to influence the awarding or renewal of contracts and grants; or
  - 4.2.3 attempts by the Recipient to influence legislative or regulatory action.

## **5 MANAGING THE GRANT**

- 5.1 The Recipient must notify the PFCC of the nominated person who will act as the Recipient's authorised representative and any deputies together with their respective contact details.
- 5.2 The Recipient shall submit the monitoring information as detailed in this Funding Agreement at Clause 7 of this Funding Agreement together with any clarification of such monitoring information as the PFCC may reasonably require.
- 5.3 No later than 15 Working Days after the Funding Expiry Date, the Recipient shall provide a detailed breakdown of how the Grant has been spent, in such form as the PFCC shall reasonably require.
- 5.4 Any underspend of the Grant must be returned to the PFCC within 21 Working Days after the Funding Expiry Date.
- 5.5 If an overpayment of the Grant has been made, the Recipient shall repay such overpayment to the PFCC within 21 Working Days of the PFCC notifying the Recipient that such overpayment has been made.
- 5.6 Any sale, change of use or disposal of all or part of the Project may result in the PFCC reclaiming a proportion of the original Grant payment.

## **6 RECORDS TO BE KEPT**

- 6.1 The Grant shall be shown in the Recipient's accounts as a restricted fund and shall not be included under general funds.
- 6.2 The Recipient must keep a separate record of expenditure funded partly or wholly by the Grant and retain all accounting records relating to this for a period of at least 6 years after the end of the Funding Period. Accounting records include original invoices, receipts, minutes from meetings, accounts, deeds and other relevant documentation whether in writing or electronic form.

## **7 MONITORING AND INFORMATION REQUIREMENTS**

- 7.1 For PFCC funding to be used effectively, the following monitoring approach is to be adopted by the Parties:
  - 7.1.1 formal reports will be required at the end of the financial year and at such other time as shall be required by the PFCC, using the standard report template as set out at Schedule 2. Performance information will need to:
    - (a) demonstrate the impact of the Project in accordance with the terms of expected impact specified in the Project proposal or specification
    - (b) demonstrate the funding has been spent on the agreed initiatives within this Funding Agreement and that all expenditure is Eligible Expenditure;
    - (c) identify any third party funding and provide details of the use of such funding.
  - 7.1.2 the Recipient shall provide the PFCC with a copy of its annual accounts within six months (or such lesser period as PFCC may reasonably require) of the end of the relevant financial year in respect of each year in which the Grant is paid;
  - 7.1.3 the Recipient shall comply and facilitate the Funder's compliance with all statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns applicable to itself and the Funder;

- 7.1.4 the PFCC may ask for progress updates at any time, especially for those projects considered to be innovative and to have wider potential application; and
  - 7.1.5 the Recipient should discuss any changes in the data recording which affect the validity of the agreed outcome measurement or indicators with the PFCC as soon as possible.
- 7.2 The Recipient shall provide the PFCC with all reasonable assistance and co-operation in relation to any reasonable ad-hoc information requests from the PFCC in relation to the Project. Such information requests may include (but are not limited to) requests from the PFCC for the Recipient to provide data on the demographics of users accessing the services provided by the Project.

## **8 AUDIT AND INSPECTION**

- 8.1 The Recipient, without charge, will permit any officer or officers of the PFCC, the PFCC's internal auditors, external auditing bodies (i.e. National Audit Office or Audit Commission) or their nominees, to visit its premises and/or inspect any of its activities and/or to examine and take copies of the Recipient's books of account and such other documents or records as in such officers' view may relate to the use of the Grant. In addition, examinations may be carried out into the economy, efficiency and effectiveness with which the Grant has been used. The PFCC shall endeavour, but is not obliged, to provide due notice of its intent to conduct an audit.
- 8.2 If the Recipient has any grounds for suspecting financial irregularity in the use of the Grant under this Funding Agreement, it must notify the PFCC immediately. For the purposes of this clause "financial irregularity" includes, but is not limited to, fraud or other impropriety, mismanagement and the use of the Grant other than for the Purpose.

## **9 LAWFUL CONDUCT, EQUAL OPPORTUNITIES AND ACTIVITIES FUNDED BY THE GRANT**

- 9.1 The Recipient must ensure:
- 9.1.1 That all reasonable steps have been taken so that it and anyone acting on its behalf complies with any applicable law for the time being in force (so far as binding on the Recipient);
  - 9.1.2 That no aspect of the activity funded by the PFCC under the terms of this Funding Agreement may be party-political in intention, use or presentation;
  - 9.1.3 That the Grant is not used to support or promote religious activity. This will not include inter faith activity; and
  - 9.1.4 That the Grant supports the PFCC duty and delivers against the three aims of the Public Sector Equality Duty, which aims are set out in the report format in Schedule 2.

## **10 BREACH OF GRANT CONDITIONS**

- 10.1 If the Recipient fails to comply with any of the conditions set out in this Funding Agreement, or if any of the events listed in Clause 10.2 below occur, then the PFCC may reduce, suspend, or withhold Grant payments, or require all or any part of the Grant to be repaid. The Recipient must repay any amount required to be repaid under this condition within 21 days of receiving the demand for repayment.
- 10.2 The events referred to in Clause 10.1 are as follows:
- 10.2.1 The Recipient purports to transfer or assign any rights, interests or obligations arising under this Funding Agreement without PFCC's prior agreement;
  - 10.2.2 Any information provided in the application for the Grant (or in a claim for payment) or in any subsequent supporting correspondence found to be incorrect or incomplete to an extent which the PFCC considers to be material;
  - 10.2.3 The Recipient takes inadequate measures to investigate and resolve any reported financial irregularity;
  - 10.2.4 The Recipient changes the nature of its operations to an extent to which the PFCC considers to be significant or prejudicial;

- 10.2.5 The delivery of the Project does not start within **[three (3) months]** of the Funding Start Date and the Recipient has failed to provide the PFCC with a reasonable explanation for the delay;
  - 10.2.6 The PFCC at its discretion considers that the Recipient has not made satisfactory progress with the delivery of the Project; or
  - 10.2.7 The Recipient obtains duplicate funding from a third party for the Project in breach of clause 2.8.
- 10.3 It is hoped that most difficulties encountered by the Recipient can be overcome with the advice and support of the PFCC. In the event that it becomes necessary to take steps to enforce the terms and conditions of this Funding Agreement, the PFCC will write to the Recipient giving particulars of its concern or of any breach of a term or condition of the Grant.
- 10.4 The Recipient must act within 21 days (or earlier, depending on the severity of the problem) to address the PFCC's concern or rectify the breach, and may consult the PFCC or agree with it an action plan for resolving the problem. If the PFCC is not satisfied with steps taken by the Recipient to address its concern or rectify the breach, it may take steps to withhold or suspend any further payments of the Grant or to recover any Grant already paid.
- 10.5 On termination of this Funding Agreement for any reason, the Recipient as soon as is reasonably practicable shall return to the PFCC any assets or property or unused Grant (unless the PFCC gives its written consent to their retention) then in possession in connection with this Funding Agreement.

## **11 WARRANTIES**

- 11.1 The Recipient warrants, undertakes and agrees that:
- 11.1.1 it has all necessary resources, approvals, powers and expertise to deliver the Project (assuming due receipt of the Grant);
  - 11.1.2 it has not committed, nor shall it commit, any Prohibited Act;
  - 11.1.3 it shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to employees and other persons working on the Project;
  - 11.1.4 it shall at all times comply with all relevant legislation and all applicable codes of practice and other similar codes or recommendations, and shall notify the PFCC immediately of any significant departure from such legislation, codes or recommendations;
  - 11.1.5 it has and shall keep in place adequate procedures for dealing with any conflicts of interest;
  - 11.1.6 it has and shall keep in place systems to deal with the prevention of fraud and/or administrative malfunction;
  - 11.1.7 all financial and other information concerning the Recipient which has been disclosed to the PFCC is to the best of its knowledge and belief, true and accurate;
  - 11.1.8 it is not subject to any contractual or other restriction imposed by its own or any other organisation's rules or regulations or otherwise which may prevent or materially impede it from meeting its obligations in connection with the Grant;
  - 11.1.9 it is not aware of anything in its own affairs, which it has not disclosed to the PFCC or any of the PFCC's advisers, which might reasonably have influenced the decision of the PFCC to make the Grant on the terms contained in this Funding Agreement; and
  - 11.1.10 since the date of its last accounts there has been no material change in its financial position or prospects.

## **12 INSURANCE**

- 12.1 The Recipient shall effect and maintain with a reputable insurance company a policy or policies in respect of all risks which may be incurred by the Recipient, arising out of the Recipient's performance



of the Funding Agreement, including death or personal injury, loss of or damage to property or any other loss (the **Required Insurances**).

12.2 The Required Insurances referred to above include (but are not limited to): **[Drafting note: Recipient to confirm what insurance arrangements it has in place and whether it can comply with the minimum requirements of this clause.]**

12.2.1 public liability insurance with a limit of indemnity of not less than **[ten] million pounds [(£10,000,000)]** in relation to any one claim or series of claims arising from the Project;

12.2.2 where the Recipient is an employer, employer's liability insurance with a limit of indemnity of not less than **[five] million pounds [(£5,000,000)]** in relation to any one claim or series of claims arising from the Project; and

12.2.3 where the Recipient provides professional services, professional liability insurance with a limit of indemnity of not less than **[five] million pounds [(£5,000,000)]** in relation to each and every claim arising in connection with or as a result of the Project.

The Recipient shall (on request) supply to the PFCC a copy of such insurance policies and evidence that the relevant premiums have been paid.

### **13 LIMITATION OF LIABILITY**

13.1 The PFCC accepts no liability for any consequences, whether direct or indirect, that may come about from the Recipient running the Project, the use of the Grant or from withdrawal of the Grant. The Recipient shall indemnify and hold harmless the PFCC, its employees, agents, officers or sub-contractors with respect to all claims, demands, actions, costs, expenses, losses, damages and all other liabilities arising from or incurred by reason of the actions and/or omissions of the Recipient in relation to the Project, the non-fulfilment of obligations of the Recipient under this Funding Agreement or its obligations to third parties.

13.2 Subject to Clause 13.1 the PFCC's liability under this Funding Agreement is limited to the payment of the Grant.

### **14 INTELLECTUAL PROPERTY RIGHTS**

14.1 The PFCC and the Recipient agree that all rights, title and interest in or to any information, data, reports, documents, procedures, forecasts, technology, Know-How and any other Intellectual Property Rights whatsoever owned by either the PFCC or the Recipient before the Funding Start Date shall remain the property of that Party provided that each party shall grant the other a licence to use such Intellectual Property Rights to the extent required for the purposes of the Project or to the extent required to facilitate the licences set out in clause 14.2.

14.2 Any Intellectual Property Rights in material, outputs or deliverables of the Project or otherwise:

14.2.1 created by the Recipient as a result of the Grant, excluding any Intellectual Property Rights included in clause 14.1:

(a) shall vest in the Recipient; and

(b) the Recipient hereby grants to the PFCC, at no cost to the PFCC, a fully paid up, irrevocable, royalty-free perpetual worldwide licence to use and to sub-licence the use of and to copy or modify any material, outputs or deliverables created by the Recipient under the terms of this Funding Agreement together with any associated Intellectual Property Rights in such ways and for such purposes as the PFCC shall deem appropriate;

14.2.2 created by the PFCC alone or jointly with the Recipient in relation to the Project:

(a) shall vest in the PFCC; and

(b) the PFCC hereby grants to the Recipient, at no cost to the Recipient, a fully paid up, irrevocable, royalty-free perpetual worldwide licence to use the material, outputs or deliverables created by the PFCC alone or jointly with the Recipient under the terms

of this Funding Agreement to the extent required in order to use the outputs of the Project in accordance with the Purpose only.

- 14.3 Where the PFCC has provided the Recipient with any PFCC Materials for use in connection with the Project (including without limitation the PFCC and/or Home Office name and logo), the Recipient shall, on termination of this Funding Agreement, cease to use such PFCC Materials immediately and shall either return or destroy such PFCC Materials as requested by the PFCC.
- 14.4 the Recipient shall, promptly at the PFCC's request, do (or procure to be done) all such further acts and things and the execution of all such other documents as the PFCC may from time to time require for the purpose of securing for the PFCC the right to use the Intellectual Property Rights in accordance with the terms of this clause 14.

## **15 ANNOUNCEMENTS AND PUBLICITY**

- 15.1 The Recipient shall not make any announcements in relation to the Project, the Grant or the PFCC nor publish any material referring to the Project, the Grant or the PFCC without the prior written agreement of the PFCC. The Recipient shall acknowledge the support of the PFCC in any materials that refer to the Project and in any written or spoken public presentations about the Project and shall acknowledge the PFCC as the source of the Grant. Such acknowledgements (where appropriate or as requested by the PFCC) shall include the PFCC's and/or Home Office's name and logo (or any future name or logo adopted by the PFCC or Home Office) using the templates provided by the PFCC from time to time.
- 15.2 In using the PFCC's and/or Home Office's name and logo and or any other PFCC Materials, the Recipient shall comply with all reasonable branding or other guidelines issued by the PFCC from time to time.
- 15.3 The Recipient shall comply with all reasonable requests from the PFCC to participate in and co-operate with promotional activities, facilitate visits, provide reports, statistics, photographs and case studies that will assist the PFCC in its promotional and fundraising activities relating to the Project.

## **16 FUNDING PERIOD AND TERMINATION**

- 16.1 Subject to Clause 16.2, the terms of this Funding Agreement shall apply from the date of this Funding Agreement until its termination or expiry in accordance with this Clause 16.
- 16.2 Any rights or obligations under this Funding Agreement which are expressed to survive, or which otherwise by necessary implication survive the expiry or termination for any reason of this Funding Agreement (including all indemnities and any obligations relating to use of unspent amounts of the Grant), will continue after expiry or termination. The following Clauses under this Funding Agreement shall survive expiry or termination of the Funding Agreement and continue in full force and effect: Clause 6 (Records to be kept), Clause 13 (Limitation of liability), Clause 14 (Intellectual Property Rights), Clause 18 (Confidentiality), Clause 19 (Freedom of information), Clause 20 (Data protection), Clause 24 (Dispute resolution) and Clause 26 (Law and jurisdiction).
- 16.3 Unless terminated earlier in accordance with its terms, this Funding Agreement shall terminate on the Funding Expiry Date.
- 16.4 The PFCC does not commit to renew or continue financial support to the Recipient after the Funding Period.
- 16.5 The PFCC may terminate this Funding Agreement by serving a written notice on the Recipient if:
- 16.5.1 the Grant or any part of it is being used for any purpose other than the Purpose;
  - 16.5.2 the Recipient has made any false, incorrect or misleading statement in order to obtain this Grant or has been involved in any illegal activity or improper act in its administration;
  - 16.5.3 an Insolvency Event occurs in relation to the Recipient;
  - 16.5.4 there is a significant deterioration in the Recipient's financial position;
  - 16.5.5 the Recipient or anyone engaged by the Recipient in pursuit of the Purpose is convicted of an offence arising out of or in connection with this Funding Agreement; and

- 16.5.6 the Recipient has failed to remedy any breach of this Funding Agreement within 21 days (or such other period as the PFCC agrees in writing) of being served with a notice that identifies the breach and requires its rectification.
- 16.6 Notwithstanding Clause 16.5 the PFCC may terminate this Funding Agreement at any time by giving the Recipient at least 2 months' notice in writing.
- 16.7 In the event that the PFCC exercises its right to terminate under Clause 16.5 or Clause 16.6 the provisions of Clause 10.5 shall apply.
- 16.8 Any termination of this Funding Agreement shall be without prejudice to any other rights or remedies of the Parties under this Funding Agreement or at law and shall not affect any accrued rights or liabilities of the Parties as at the date of termination.

## **17 AMENDMENTS TO THE FUNDING AGREEMENT**

- 17.1 This Funding Agreement sets out the entire agreement between the Parties. It replaces all previous negotiations, agreements, understandings and representations between the Parties whether oral or in writing.
- 17.2 Any amendments to this Funding Agreement shall only be valid if they are in writing and signed by an authorised representative of both Parties.

## **18 CONFIDENTIALITY**

- 18.1 Subject to Clause 18 (Freedom of Information), each party shall during the term of this Funding Agreement and thereafter, or for such time as such information may reasonably be considered confidential being not less than five years, keep secret and confidential all business, technical or commercial information including all Intellectual Property Rights or Know-How or other confidential information disclosed to it as a result of this Funding Agreement and shall not disclose the same to any person save to the extent necessary to perform its obligations in accordance with the terms of this Funding Agreement or save as expressly authorised in writing by the other Party.
- 18.2 Each party may disclose the other party's confidential information to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Funding Agreement. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 18.
- 18.3 The obligation of confidentiality contained in this clause shall not apply or shall cease to apply to any Intellectual Property Rights, Know-How or other business, technical or commercial information which:
- 18.3.1 at the time of its disclosure by the disclosing party is already in the public domain or which subsequently enters the public domain other than by breach of the terms of this Funding Agreement by the receiving party;
- 18.3.2 is already known to the receiving party as evidenced by written records at the time of its disclosure by the disclosing party and was not otherwise acquired by the receiving party from the disclosing party under any obligations of confidence; or
- 18.3.3 is at any time after the date of this Funding Agreement acquired by the receiving party from a third party having the right to disclose the same to the receiving party without breach of the obligations owed by that party to the disclosing party.

## **19 FREEDOM OF INFORMATION**

- 19.1 The Recipient acknowledges that the PFCC is subject to the requirements of the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (EIRs).
- 19.2 The Recipient shall:
- 19.2.1 provide all necessary assistance and cooperation as reasonably requested by the PFCC to enable the PFCC to comply with its obligations under the FOIA and EIRs;

- 19.2.2 transfer to the PFCC all requests for information relating to this Funding Agreement that it receives as soon as practicable and in any event within 2 working days of receipt;
  - 19.2.3 provide the PFCC with a copy of all information belonging to the PFCC requested in the request for information which is in its possession or control in the form that the PFCC requires within 5 working days (or such other period as the PFCC may reasonably specify) of the PFCC's request for such information; and
  - 19.2.4 not respond directly to a request for information unless authorised in writing to do so by the PFCC.
- 19.3 The Recipient acknowledges that the PFCC may be required under the FOIA and EIRs to disclose information without consulting or obtaining consent from the Recipient. The PFCC shall take reasonable steps to notify the Recipient of a request for information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practicable for it to do so but (notwithstanding any other provision in this Funding Agreement) the PFCC shall be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the FOIA and/or the EIRs.

## **20 DATA PROTECTION**

- 20.1 Each Party will comply with all applicable requirements of and all their obligations under the Data Protection Legislation which arise in connection with this Funding Agreement.

## **21 ANTI-DISCRIMINATION**

- 21.1 The Recipient shall not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation, age or otherwise) in employment or otherwise.
- 21.2 The Recipient shall take all reasonable steps to secure the observance of Clause 20.1 by all servants, employees or agents of the Recipient and all suppliers and sub-contractors engaged on the Project.

## **22 HUMAN RIGHTS**

- 22.1 The Recipient shall (and shall use its reasonable endeavours to procure that its staff shall) at all times comply with the provisions of the Human Rights Act 1998 in the performance of this Funding Agreement as if the Recipient were a public body (as defined in the Human Rights Act 1998).
- 22.2 The Recipient shall undertake, or refrain from undertaking, such acts as the PFCC requests so as to enable the PFCC to comply with its obligations under the Human Rights Act 1998.

## **23 NOTICES**

- 23.1 All notices, invoices and other communications relating to this Funding Agreement shall be in writing and in English 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 referred to on the Overview Sheet of this Funding Agreement. If personally delivered or if e-mailed all such communications shall be deemed to have been given when received (except that if received on a non-working day or after 5.00 pm on any working day they shall be deemed received on the next working day) and if mailed all such communications shall be deemed to have been given and received on the second working day following such mailing.

## **24 DISPUTE RESOLUTION**

- 24.1 In the event of any complaint or dispute (which does not relate to the PFCC's right to withhold funds or terminate) arising between the Parties to this Funding Agreement in relation to this Funding Agreement the matter should first be referred for resolution to the project manager or any other individual nominated by the PFCC from time to time.
- 24.2 Should the complaint or dispute remain unresolved within 14 days of the matter first being referred to the project manager or other nominated individual, as the case may be, either Party may refer the

matter to the Chief Executive of the PFCC and the Chief Executive of the Recipient with an instruction to attempt to resolve the dispute by agreement within 28 days, or such other period as may be mutually agreed by the PFCC and the Recipient.

24.3 In the absence of agreement under Clause 23.2 the Parties may seek to resolve the matter through mediation under the CEDR Model Mediation Procedure (or such other appropriate dispute resolution model as is agreed by both Parties). Unless otherwise agreed, the Parties shall bear the costs and expenses of the mediation equally.

**25 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

25.1 A person who is not a party to this Funding Agreement shall not have the right to enforce any of its terms.

**26 LAW AND JURISDICTION**

26.1 This Funding Agreement shall be subject to and construed in accordance with English law and subject to the exclusive jurisdiction of the courts of England and Wales.

**27 WAIVER**

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

**28 CLAIMING THE GRANT**

28.1 Upon receipt of the signed Funding Agreement, the PFCC will raise a Purchase Order (PO). This will generate a PO number which the PFCC will advise the Recipient of by email. The PO number should be quoted when raising an invoice to the PFCC (for the agreed grant funding).

28.2 Funding agreements are shared with PFCC for the purpose of processing the Grant payment.

28.3 Invoices should be addressed to Essex PFCC, Business Centre, Great Dunmow Police Station, Chelmsford Road, Great Dunmow, CM6 1LW. Incorrectly addressed invoices may not be processed.

28.4 Upon receipt of the invoice quoting the PO number, the PFCC will pay the Grant by BACS transfer. If, however, the Recipient is a new supplier (to the PFCC) an E16 form will firstly be sent to the vendor for supplier details.

**29 JOINT AND SEVERAL LIABILITY**

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

**30 ACCEPTANCE OF GRANT**

30.1 The Recipient accepts the offer of Grant contained in this Funding Agreement and agrees to comply with the Terms and Conditions of the Grant on which the offer is made.

**On behalf of the Recipient**

|           |  |
|-----------|--|
| Signature |  |
| Name      |  |
| Date      |  |
| Position  |  |

**On behalf of the PFCC**

|           |  |
|-----------|--|
| Signature |  |
| Name      |  |
| Date      |  |
| Position  |  |

**Recipient's name and address**

|                          |            |
|--------------------------|------------|
| Name:                    |            |
| Address (incl. p/code):  |            |
| Main contact:            | Position:  |
| Email address:           | Telephone: |
| Website (if applicable): |            |

**SCHEDULE 1  
PAYMENT SCHEDULE**

| <b>PAYMENT</b> | <b>DATE OF PAYMENT</b>        | <b>AMOUNT</b> |
|----------------|-------------------------------|---------------|
| Payment 1      | 31st May 2022                 | £ xxx         |
| Payment 2      | 30 <sup>th</sup> July 2022    | £             |
| Payment 3      | 30 <sup>th</sup> October 2022 | £             |
| Payment 4      | 30 <sup>th</sup> January 2023 | £             |
|                | <b>Total</b>                  | £ xxx         |



**SCHEDULE 2  
STANDARD REPORT TEMPLATE**

**Essex Police, Fire and Crime Commissioner:**  
Monitoring Report

**Summary of Award**

|                      |  |  |
|----------------------|--|--|
| <i>Organisation:</i> |  |  |
| <i>Project name:</i> |  |  |
| <b>1.</b>            | <b>Please provide your <u>Annual Report</u> and/or explain how your funding was allocated in 2022/3.</b> |  |

| <i>Activity</i>     | <i>Planned spend 2022-3</i> | <i>Actual spend 2022-3</i> | <i>Additional commentary</i>                                       |
|---------------------|-----------------------------|----------------------------|--|
|                     | <i>£</i>                    | <i>£</i>                   | <i>Please provide any reasons for divergence from agreed costs</i> |
|                     | <i>£</i>                    | <i>£</i>                   |  |
|                     | <i>£</i>                    | <i>£</i>                   |  |
|                     | <i>£</i>                    | <i>£</i>                   |  |
|                     | <i>£</i>                    | <i>£</i>                   |  |
| <b>PFCC funding</b> | <b>£</b>                    | <b>£</b>                   | <b>£</b>   |

|    |  |  |
|----|--|--|
| 2. | What was the <b>impact</b> of the PFCC grant funding?  |  |
| 3. | <p><b>Equality Act</b><br/>How will this Grant support delivery against the three aims of the Public Sector Equality Duty?</p> <ul style="list-style-type: none"> <li>- To eliminate unlawful discrimination, harassment and victimisation</li> <li>- Advance equality of opportunity between people who share one or more protected characteristics and those who do not.</li> <li>- Foster good relations between people who share one or more protected characteristics and those who do not</li> </ul> | If you have any demographic data to evidence response, please provide below. |

| At the point the information was requested what was their gender? | Total | At the point the information was requested what was their age? | Total | At the point the information was requested what was their sexual orientation? | Total | At the point the information was requested what was their identified Ethnicity?                               | Total | At the point the information was requested how many had a Disability* or were identified as disabled? | Total |
|---|-------|--|-------|---|-------|---|-------|---|-------|
| Female  |       | 12 years and under   |       | Heterosexual/<br>Straight   |       | White (English, Welsh, Scottish, Northern Irish, Irish, Gypsy or Irish Traveller, any other White background) |       | Has a disability  |       |
| Male  |       | 13 to 17 years   |       | Gay / Lesbian   |       | Mixed / Multiple Ethnic Groups (White and Black   |       | Does not have a disability  |       |

|  |  |                  |  |  |  |  |  |  |  |
|--|--|------------------|--|--|--|--|--|--|--|
|  |  |                  |  |  |  | Caribbean, White and Black African, White and Asian, Any other mixed/multiple ethnic background)         |  |  |  |
| Non-Binary   |  | 18 to 24 years   |  | Bisexual   |  | Asian / Asian British (including Chinese, Indian, Pakistani, Bangladeshi and any other Asian background) |  | Not Stated   |  |
| Not stated   |  | 25 to 34 years   |  | Other  |  | Black / African / Caribbean / Black British  |  | Total<br><i>No input required, auto sum function</i> |  |
| Total<br><i>No input required, auto sum function</i> |  | 35 to 44 years   |  | Not stated   |  | Other Ethnic Group (including Arab and any other ethnic group)   |  |  |  |
|  |  | 45 to 54 years   |  | Total<br><i>No input required, auto sum function</i> |  | Not stated   |  |  |  |
|  |  | 55 to 64 years   |  |  |  | Total<br><i>No input required, auto sum function</i>   |  |  |  |
|  |  | 65 to 74 years   |  |  |  |  |  |  |  |
|  |  | 75 years or over |  |  |  |  |  |  |  |
|  |  | Not stated       |  |  |  |  |  |  |  |

|  |  |  |  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|--|--|--|
|  |  | Total<br><i>No input required, auto sum function</i> |  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|--|--|--|

**Financial position**

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I confirm that the performance and financial information contained in this report is accurate to the best of my knowledge.

|                  |  |                         |  |
|------------------|--|-------------------------|--|
| <b>Name:</b>     |  | <b>Contact details:</b> |  |
| <b>Position:</b> |  | <b>Date:</b>            |  |