



GRANT AGREEMENT

BETWEEN

POLICE CRIME & VICTIMS' COMMISSIONER FOR DURHAM

AND

FOR

GRANT NUMBER/REFERENCE: 20??-00

Date

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GRANT PARTICULARS

Police & Crime Commissioner of Durham (PCVC)

PCVC	Office of the Police Crime and Victims' Commissioner of Durham, Police HQ Aykley Heads Durham, DH1 5TT	
Recipient		
Commencement Date		
Purpose / Description of Requirement		
Grant Monitoring Arrangements	A report recording the delivery of the Purpose of the Grant in accordance with the Performance and Monitoring Requirements identified in Schedule 1 Financial reporting is to be submitted in accordance with Schedule 2	
Grant	The " Grant " means the grant payable by the PCVC to the Recipient under the terms of this Grant Agreement, the amount of which (the " Grant Amount ") shall not be more than seventeen thousand eight hundred and fifty pounds. The payments are will be made in accordance with the Payment Schedule	
Payment Schedule		
Funding Period		
Grant Term		
Grant Termination Date		
Termination Notice Period	Any unspent element of the Grant may be terminated at any time	
Limitation of Liability	Public Liability cap of £10,000,000 (ten million pounds) Professional Liability cap of £5,000,000 (five million pounds)	
Review intervals	The Governance Manager and the Recipient will meet in ////////// in order to discuss the delivery under the Grant Agreement .	

PCVC Authorised Officers		
Name	Position	Contact Details
Charles Oakley	Head of Governance & Commissioning	0191 3752001 charles.oakley@durham.PCVC.pnn.gov.uk

Recipient Manager		
Name:	Contact Details:	
Recipient Key Personnel		
Name	Position	Contact Details

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

Bank details for grant payment	
Bank name:	
Branch name:	
Address:	
Account name:	
Account number:	
Sort code:	

SIGNED BY the duly authorised representatives of the parties on **///////**

SIGNED BY:
duly authorised to sign for and
on behalf of **///////**

SIGNED BY: CEO
duly authorised to sign for and on behalf of PCVC for Durham

SCHEDULE 1 – PURPOSE

SCHEDULE 2 – IN-YEAR FINANCIAL MONITORING INFORMATION REQUIREMENTS

The PCVC requires the Recipient to provide a signed copy of Annex A setting out the breakdown of expenditure at the midterm point.

1 ANNEX A - MID YEAR FINANCIAL MONITORING REPORT

Grant Recipient:

Grant Stream: Community Safety Grant

Period From: To:	Revenue (£)	Capital (£) NOT APPLICABLE
(1) Total funding received for this financial year 2019/20		
(2) Actual expenditure in this period		
(3) Forecast/ accrued expenditure in the period		

MONITORING INFORMATION REQUIREMENTS

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

CONFIRMATION BY GRANT RECIPIENT

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

Signature:			
Name (printed):		Date:	
Position:			

TERMS AND CONDITIONS OF GRANT AGREEMENT

1 INTRODUCTION AND DEFINITIONS

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

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

“Force Majeure”	any cause materially affecting the performance by a party of its obligations under the Grant Agreement arising from any act beyond its reasonable control and affecting either party, including without limitation: acts of God, war, protests, fire, flood, storm, tempest, epidemic, explosion, acts of terrorism and national emergencies;
“Good Industry Practice”	the exercise of such degree of skill, diligence, care and foresight which would reasonably and ordinarily be expected from a skilled and experienced organisation engaged in the supply of services similar to the Purpose;
“Information Request”	a request under the Legislation for information recorded in any form held by the PCVC or by the Recipient on behalf of the PCVC;
“Business Case”	the Business Case submitted by the Recipient requesting the Grant from the PCVC;
“Legislation”	the Environmental Information Regulations 2004; the Freedom of Information Act 2000;
“Liabilities”	all costs, expenses, losses, damages, claims, demands, actions, compensation, proceedings, awards, fines, orders and other liabilities (including reasonable legal and other professional fees and expenses) whenever arising or brought;
“Personnel”	the Recipient’s employees including any Transferring Employees, sub-contractors, agents, representatives, and permitted assigns and their employees
“Grant”	The Grant payable to the Recipient for the Purpose as set out in the Grant Particulars. Unless otherwise stated, any reference to Grant shall be regarded as being exclusive of value added tax which shall be separately accounted for;
“Provider of Services”	Not used;
“the Regulations”	the Transfer of Undertakings (Protection of Employment) Regulations 2006;

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

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

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

2. GRANT TERM

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

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

3. WARRANTY

26.3.1 The Recipient warrants to the PCVC that the Purpose will be provided:

26.3.1.1 strictly in accordance with the Grant Agreement as relevant;

26.3.1.2 in a proper, skilful and workmanlike manner;

26.3.1.3 by a sufficient number of appropriately qualified, trained and experienced Personnel with a high standard of skill, care and diligence and in accordance with Good Industry Practice;

26.3.1.4 in accordance with any specifications or descriptions provided by the Recipient;

26.3.1.5 in compliance with all legislation and statutory requirements, implied terms, standards, regulations and codes of practice relating to the supply of services generally and the Purpose;

26.3.1.6 where no aspect of the activity funded by the PCVC may be party-political in intention, use, or presentation.

26.3.1.7 Where the Grant may not be used to support or promote religious activity. This will not include inter faith activity.

26.3.1.8 accurately and without interruption;

26.3.1.9 In a way that the Recipient takes every reasonable precaution to safeguard the PCVC's property accessed by or entrusted to the care of the Recipient.

26.3.2 The Recipient further warrants to the PCVC that:

26.3.2.1 its Personnel shall at all times act in a responsible manner whilst on PCVC premises with full regard to the safety of all persons at such premises and the Recipient hereby confirms that it is vicariously liable for all actions of its Personnel;

26.3.2.2 it shall not infringe the British or foreign patent, copyright, registered design, design right, trade mark, trade name or other intellectual property right of any third party;

4. BREACH OF GRANT CONDITIONS

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

26.4.2 The events referred to in Clause 4.1 are as follows:

26.4.2.1 The Recipient purports to transfer or assign any rights, interests or obligations arising under this Grant Agreement without the agreement in advance of the PCVC;

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

Facilities

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

5. GRANT OFFER AND PAYMENT

26.5.1 Grant Offer

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

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

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

26.5.2 Purpose and extent of the Grant

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

26.5.3 Amount of the Grant

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

26.5.4 Timing of the Grant

26.5.4.1 Payments will be made in accordance with Grant Particulars

26.5.4.2 In order for any payment to be released, the PCVC will require the Recipient to:

26.5.4.2.1 have signed and returned a copy of this Grant Agreement to the PCVC,

26.5.4.2.2 have provided the appropriate bank details, and

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

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

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

26.5.5 Eligible expenditure

- 26.5.5.1 Eligible expenditure consists of payments by the Recipient for the Purpose. Eligible expenditure is net of VAT recoverable by the Recipient from HM Revenue & Customs and gross of irrecoverable VAT.
- 26.5.5.2 The Recipient shall account for the Grant on an accruals basis. This requires the cost of goods or services to be recognised when the goods or services are received, rather than when they are paid for.
- 26.5.5.3 All payments shall be invoiced and paid in pounds sterling (£). Should the Government adopt an alternative national currency during the Grant Term (e.g. the Euro), invoicing and payments may be transferred to such currency in compliance with appropriate legislation at that time.
- 26.5.5.4 The following costs are not Eligible Expenditure: Payments that support activity intended to influence or attempt to influence Parliament, government or political parties, or attempting to influence the awarding or renewal of contracts and grants, or attempting to influence legislative or regulatory action.

6. MANAGING THE GRANT

26.6.1 Each party must notify the other of:

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

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

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

26.6.4 An end of year monitoring report (also referred to as an "outturn statement") shall be submitted by the Recipient to the PCVC on or before 30th April 2020. This report must:

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

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

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

26.6.7 If an overpayment of the Grant has been made, the PCVC will recover the payment.

- 26.6.8 The Recipient may not vire funds between this Grant and other grants made to it.
- 26.6.9 The Recipient's Chief Finance Officer, or equivalent, will ensure that appropriate professional arrangements are put in place for the management of the Grant and the reporting of expenditure. The Chief Finance Officer, or equivalent should take all necessary steps to ensure that the Grant is accounted for and monitored separately from the Recipient's other funding streams.
- 26.6.10 The Recipient undertakes to complete the work for which the Grant is provided. The work should be completed within agreed timescales, and the Recipient will report any significant variations to spending on work funded by the PCVC.

7. AUDIT

26.7.1 Records to be kept

26.7.1.1 The Recipient must:

26.7.1.1.1 maintain and operate effective monitoring and financial management systems; and

26.7.1.1.2 keep a record of expenditure funded partly or wholly by the Grant, and retain all accounting records relating to this for a period of at least six years after the end of the Funding Period. Accounting records include: original invoices, receipts, minutes from meetings, accounts, deeds, and any other relevant documentation, whether in writing or electronic form.

26.7.1.2 Where the Recipient is working in partnership and its partner(s) wish to retain such documentation, the Recipient should obtain from the partner(s):

26.7.1.2.1 an annual, written statement, signed by the partner's authorised officer or Chief Finance Officer, of how the money was spent; and

26.7.1.2.2 a signed undertaking that the partner will retain such documents for the period prescribed above.

26.7.1.3 The funds provided under this Grant Agreement may not be used to purchase capital items.

26.7.2 AUDIT AND INSPECTION

26.7.2.1 The Recipient, without charge, will permit any officer or officers of the PCVC, external auditing bodies (i.e. National Audit Office or Audit Commission) or their nominees, to visit its premises and/or inspect any of its activities and/or to examine and take copies of the Recipient's books of account and such other documents or records as in such officers' view may relate to the use of Grant. In addition, examinations may be carried out into the economy, efficiency and effectiveness with which the Grant has been used. The PCVC shall endeavour, but is not obliged, to provide due notice of its intent to conduct an audit.

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

8. RECIPIENT'S PERSONNEL

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

9. PROCUREMENT PROCEDURES

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

- 26.9.2 The Recipient must ensure it complies with requirements of the Public Contracts Regulations 2015 (SI 2015/1025) when procuring works, goods or services as appropriate using Grant monies.
- 26.9.3 If the Recipient follows a single tender procedure it must provide and document a full justification that can be robustly defended and maintain the relevant documentation on file. Such justification may apply in exceptional circumstances for example where:
 - 26.9.3.1 the requirement can demonstrably be met only by proprietary or specialist equipment; or
 - 26.9.3.2 the requirement can demonstrably be met only by a single available entity with extremely niche skills; or
 - 26.9.3.3 there are simply no alternative sources of supply.

10. PCVC.ASSIGNMENT AND SUB-CONTRACTING

- 26.10.1 The Recipient shall not assign or sub-contract the Grant Agreement or any part of it without the PCVC's prior written consent which shall not be unreasonably withheld.

11. HEALTH AND SAFETY

- 26.11.1 The Recipient will comply with all health and safety legislation in force from time to time during the Grant Term.
- 26.11.2 If the Purpose is to be provided by the Recipient at the PCVC's Premises, the Recipient will at all times comply with all health and safety policies of the PCVC and all local site regulations in place at the PCVC's Premises.

12. INDEMNITY AND INSURANCE

- 26.12.1 The Recipient does not exclude its liability (if any) to the PCVC:
 - 26.12.1.1 for breach of the Recipient's obligations arising under section 12 Sale of Goods Act 1979 or section 2 Supply of Goods and Services Act 1982;
 - 26.12.1.2 for personal injury or death resulting from the Recipient's negligence;
 - 26.12.1.3 under section 2(3) Consumer Protection Act 1987;
 - 26.12.1.4 for any matter for which it would be illegal for the Recipient to exclude or to attempt to exclude its liability; or
 - 26.12.1.5 For fraud or fraudulent misrepresentation.
- 26.12.2 Except as provided in clause 12.1, neither party shall in any event be liable to the other for any indirect or consequential loss (including loss of profit and pure economic loss) however caused.

- 26.12.3 The Recipient agrees to indemnify, keep indemnified and hold harmless the PCVC against all Liabilities relating to injury (including death) or loss of or damage to property which arises out of the Recipient's direct or indirect breach, negligence, failure or delay in performing the terms of the Grant Agreement or any act or omission of the Recipient in delivering the Purpose except where and to the extent attributable to the PCVC's own negligence or that of its servants or agents.
- 26.12.4 The Recipient's liability is limited as set out in the Grant Particulars.
- 26.12.5 The Recipient shall at all times during the Grant Term maintain public liability insurance with a limit of indemnity as specified in the Grant Particulars, in a form acceptable to the PCVC (acting reasonably). Evidence of maintenance of such insurance, including details of the insurer, insured person, the limit of indemnity and deductible, and period of insurance, must be provided to the PCVC prior to the Commencement Date and thereafter on each renewal of such insurance.
- 26.12.6 Upon the PCVC's written request, the Recipient shall provide the PCVC with a copy of the certificate of insurance.
- 26.12.7 The Recipient shall give immediate notice to the PCVC in the event of any incident, accident or damage likely to form the subject of any claim under the PCVC's insurance and shall provide all information and assistance in respect thereof as the PCVC shall require.

13. CONFIDENTIALITY

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

14. INTELLECTUAL PROPERTY RIGHTS

- 26.14.1 The Intellectual Property Rights in all information, reports, documentation, hardware, software, assets, designs and the like generated, created or modified by or on behalf of the Recipient pursuant to this Grant Agreement, including such matters created or modified as a result of the development and/or implementation of any changes, shall vest in the PCVC from their generation, creation or modification as the case may be subject to payment by the PCVC of the Grant for the relevant Purpose to which creation of the relevant Intellectual Property Rights relate.

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

15. FREEDOM OF INFORMATION AND TRANSPARENCY

26.15.1 The Recipient acknowledges that the PCVC:

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

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

26.15.2 Without prejudice to the generality of clause 15.1.1, the Recipient shall and shall procure that its Personnel (if any) shall:

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

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

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

26.15.4 The Recipient acknowledges that the PCVC shall disclose payments made against this grant, in accordance with the Government's transparency agenda

16. DATA PROTECTION

26.16.1 Both Parties warrant that they will duly observe all their obligations under the Data Protection Act 1998 and any subordinate legislation relating thereto which arise in connection with the Grant Agreement.

17. FUNDING PERIOD AND TERMINATION

26.17.1 The PCVC does not commit to renew or continue financial support to the Recipient after the Funding Period.

26.17.2 The PCVC may terminate this Agreement forthwith by serving a written notice on The Recipient if:

26.17.2.1 The grant or any part of it is being used for any purpose other than the purpose set out in this Agreement;

26.17.2.2 The Recipient has made any false, incorrect or misleading statement in order to obtain this grant or has been involved in any illegal activity or improper act in its administration;

26.17.2.3 The Recipient has failed to remedy any breach of this Agreement within 30 days (or such other period as the PCVC agrees in writing) of being served with a notice pointing out the breach requiring its rectification.

26.17.3 The Recipient may terminate this Agreement forthwith by serving a notice on the PCVC in writing if it has made a written request for payment of a sum properly due to it under this Agreement and the PCVC has failed to make payment of that sum within 30 days of receiving the request.

26.17.4 Notwithstanding Clauses 17.2 and 17.3 above, this Agreement may be terminated by either party giving the other at least three months (or other agreed time period) notice in writing.

26.17.5 With reference to 17.4 above, in the event that either party exercises its right to give notice of termination under this Agreement, the PCVC will reimburse The Recipient in relation to expenditure reasonably estimated and actually incurred in providing services within the scope of this Agreement up until the effective date of termination. The right to reimbursement can be excluded if termination of the agreement is enacted under the provisions set out in Clause 17.2 above.

26.17.6 Any termination of this Agreement will be without prejudice to any other rights or remedies of the parties under this Agreement or at law and will not affect any accrued rights or liabilities of the parties at the date of termination

18. VARIATION

26.18.1 The PCVC may require the Purpose to be varied upon such terms as may be agreed with the Recipient and, where appropriate, the variation will include provision for adjustment of the Grant.

26.18.2 All variations shall be recorded in writing, signed by an authorised signatory of both Parties and attached to the Grant Agreement.

19. DISCRIMINATION AND RIGHTS

26.19.1 The Recipient shall not unlawfully discriminate within the meaning and scope of the Race Relations Act 1976, the Sex Discrimination Act 1975, the Disability Discrimination Act 1995, or any statutory modification or re-enactment thereof relating to discrimination in employment.

- 26.19.2 The Recipient shall take all reasonable steps to ensure the observance of the above by all Personnel.
- 26.19.3 The Recipient will ensure that any work carried out on behalf of the PCVC under the Grant will be compliant with the Human Rights Act 1998.

20. EXCLUSIVITY

- 26.20.1 The Grant is not exclusive to the Recipient and the PCVC reserves the right to enter in to any other Grant for the same type of services to the Services as it considers necessary for the efficiency of its operation.

21. IMPROVEMENT AND INNOVATION

- 26.21.1 The Recipient shall work with the PCVC in order to achieve continuous improvement and innovation in the quality and delivery of the Services.

22. REVIEW

- 26.22.1 The PCVC and the Recipient will meet at the review intervals stated in the Grant Particulars in order to discuss the performance of the Grant.

23. BUSINESS CONTINUITY PLAN

- 26.23.1 If required by the PCVC in the Invitation to Tender, the Recipient shall have a comprehensive Business Continuity Plan in place and ensure that all relevant personnel of the Recipient are familiar with the Business Continuity Plan and the Recipient shall carry out regular tests of the Business Continuity Plan. At the request of the PCVC the Recipient shall provide the PCVC with a copy of the Business Continuity Plan and with full written details of the results of each test. The Recipient will ensure that the Business Continuity Plan complements and co-ordinates with the PCVC's own business continuity plan from time to time and the Recipient shall co-operate with the PCVC in connection with such Business Continuity Plan.

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

24. FORCE MAJEURE

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

- 26.24.2 If a Party's performance of its obligations under the Grant is affected by Force Majeure:

- 26.24.2.1 it will give written notice to the other Party, specifying the nature and extent of the Force Majeure, immediately on becoming aware of the Force Majeure and will at all times use

all reasonable endeavours to bring the Force Majeure event to an end and, whilst the Force Majeure is continuing, to mitigate its severity;

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

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

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

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

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

25. NOTICES

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

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

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

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

26. GENERAL

26.1 The Grant and any non-contractual obligations arising out of or in connection with it will be governed by English law and shall be subject to the exclusive jurisdiction of the English courts.

26.2 The Grant represents the complete agreement between the PCVC and the Recipient and supersedes all other undertakings, statements and agreements relating to the Services.

26.3 The invalidity or enforceability of any provision of the Grant shall not affect the validity or enforceability of any other provision of the Grant that shall continue in force and effect except for any such invalid and un-enforceable provision.

- 26.4 No failure, delay, relaxation or indulgence on the part of the PCVC in exercising any power or right conferred upon it by the Grant or order shall operate as a waiver with such power or right nor shall any single or partial exercise have any such power or right preclude any other offered exercise thereof for the subsequent exercise of any power or right thereunder.
- 26.5 A person who is not a party to the Grant shall not derive the right to enforce any of the terms of the Grant by virtue of the Contracts (Rights of Third Parties) Act 1999 (The Third Party Rights Act). Any right or remedy of a third party, which existed or is available apart from the Third Party Rights Act, is not affected.
- 26.6 The Police & Crime Commissioner (PCVC) is a legal entity but the Police, Crime & Victims Commissioner (PCVC) is the title attributed to this role in force area of County Durham and Darlington. The title is making the statement that victims are a key reason why this role exists and they will be supported to cope and recover from the impact of crime.