

ORIGINATOR: DEPUTY CHIEF EXECUTIVE

DECISION NO. 11-204

REASON FOR SUBMISSION: FOR DECISION

SUBMITTED TO: POLICE AND CRIME COMMISSIONER (PCC)

SUBJECT: VICTIMS' COMMISSIONING - PREPARATORY FUNDING

SUMMARY:

On 4th November, the Victims' Minister, the Rt Hon Damian Green MP, notified all Police and Crime Commissioners of his decision to issue grants totalling £20.8m to PCCs.

The provisional grant awarded to Suffolk is £269,279 comprising £219,436 for victims' commissioning and £49,842 to be devoted to Restorative Justice initiatives.

This report sets out the proposed arrangements for the victims' commissioning element of the preparatory funding (£219,436).

RECOMMENDATION:

1. The PCC is recommended to:
 - 1.1 To approve the proposed grant awards (at Annex D).
 - 1.2 To note that further proposals for the remaining funds will follow as necessary.

APPROVAL BY: PCC

The recommendation is agreed.

Signature

Tim Parnmore

Date 8/04/2014

1. KEY ISSUES FOR CONSIDERATION

- 1.1 On 4th November, the Victims' Minister, the Rt Hon Damian Green MP, notified all Police and Crime Commissioners of his decision to issue grants totalling £20.8m to PCCs. The funding, which is ringfenced for victims commissioning, is intended to enable PCCs to:
- build the capacity and capability of potential providers of services for victims (including potential providers of restorative justice services) from the Voluntary Community and Social Enterprise (VCSE) sector;
 - commission restorative justice services if capacity and capability are sufficient in relation to these services;
 - prepare for local commissioning.
- 1.2 Further detail of the grant is set out at Annex A.
- 1.3 The provisional grant awarded to Suffolk is £269,279 comprising £219,436 for victims' commissioning and £49,842 to be devoted to Restorative Justice Initiatives (see Annex B). These monies are ringfenced for the purposes of supporting the preparations for commissioning of victims' services.
- 1.4 This report sets out the proposed arrangements for the victims' commissioning element of the Preparatory Funding (£219,436). Separate proposals are being developed for the Restorative Justice grant.
- 1.5 The detailed conditions relating to the grant are set out in Annex C to this report.
- 1.6 In its letter dated 14 March 2014 the Ministry of Justice has confirmed that while the grant is awarded for the 2013/14 financial year, any sums not spent in 2013/14 will be allocated to PCCs to spend in 2014/15.

2 VICTIMS COMMISSIONING PREPARATORY FUNDS

- 2.1 The Police and Crime Plan sets out the PCC's commitment to working with VCSE partners. A thriving VCSE sector is vital to creating strong and vibrant communities. VCSE bodies will also be fundamental to achieving the broader aims set out in the Police and Crime Plan, and helping to address the things that matter in Suffolk.
- 2.2 The current austerity measures mean that public sector bodies must constantly re-evaluate ways of working. They must seek to work with optimum efficiency, effectiveness, stripping out unnecessary bureaucracy and 'doing things differently'. Suffolk has a vibrant and committed VCSE sector delivering services across all disciplines and there are many excellent examples of creative and innovative work. This is particularly evident in the area of victims' services. It makes sense therefore to continue to support the VCSE sector to enhance its capacity and capability so that the sector can work together with the public sector in partnership to tackle the things that matter most to our communities and victims of crime.
- 2.3 The PCC has met with many representatives from the voluntary, community and social enterprise (VCSE) sector since taking up office and has developed a good understanding of the capability and capacity issues that need to be addressed. Accordingly, the PCC has identified a number of areas where the award of a grant would enhance capability and capacity in readiness of the commissioning of victims servicing in October 2014. The proposals for grants are set out at Annex D.

3 FINANCIAL IMPLICATIONS

- 3.1 The financial implications are set out within Annex D. All grants are one-off grants and this will be clearly set out in the Conditions of Award agreement that the recipient will receive.
- 3.2 It can be seen that it is currently proposed to award grants totalling £120,500 of the total funding available of £219,436. Further discussions are currently taking place which will result in further proposals being put forward for funding from the remaining monies.

4 OTHER IMPLICATIONS AND RISKS

- 4.1 It will be necessary to conduct an equalities analysis during development and implementation. Applicants for grants will also need to demonstrate that regard for equality issues is taken.
- 4.2 There are no direct human resources implications arising from the consideration of this paper.
- 4.3 It would be necessary to ensure that all conditions of the award required by the Home Office are satisfied.

5 RISK

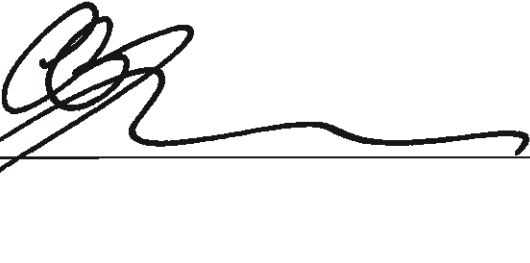
- 5.1 There are no direct risks arising from the consideration of this report. There may be risks arising from the decisions on grants, for example, ensuring that the expected outcomes are clear, the time scales and funding period are explicit. The grants will be regularly monitored.

6 RECOMMENDATIONS

- 6.1 The PCC is recommended to:
 - 6.1.1 To approve the proposed grant awards (at Annex D).
 - 6.1.2 To note that further proposals for the remaining funds will follow as necessary.

ORIGINATOR CHECKLIST (MUST BE COMPLETED)	PLEASE STATE 'YES' OR 'NO'
Has legal advice been sought on this submission?	Yes. The Chief Executive has been consulted. Advice has also been obtained from the Procurement Department.
Has the Chief Finance Officer been consulted?	Yes. These arrangements have been developed in consultation with the PCC's Chief Finance Officer.
Have equality, diversity and human rights implications been considered including equality analysis, as appropriate?	Equalities analyses will be undertaken at various stages of the process.
Have human resource implications been considered?	Yes - None.
Is the recommendation consistent with the objectives in the Police and Crime Plan?	Yes.
Has consultation been undertaken with people or agencies likely to be affected by the recommendation?	Yes.
Has communications advice been sought on areas of likely media interest and how they might be managed?	Yes.
In relation to the above, have all relevant issues been highlighted in the 'other implications and risks' section of the submission?	Yes.

APPROVAL TO SUBMIT TO THE DECISION-MAKER

<p>Chief Executive</p> <p>I am satisfied that relevant advice has been taken into account in the preparation of the report and that this is an appropriate request to be submitted to the Police and Crime Commissioner.</p> <p>Signature: </p> <p>Date 8 April 2014</p>



Ministry of JUSTICE

Police and Crime Commissioner
Suffolk

29 November 2013

Dear PCC,

In his letter of 4th November, the Victims' Minister, the Rt Hon Damian Green MP, notified all Police and Crime Commissioners of his decision to issue grants totalling £18m to PCCs in the current financial year.

The sum available now has increased to £20.8m. The total allocation split between PCC areas is shown in the table attached.

This funding is provided to enable PCCs to:

- build the capacity and capability of potential providers of services for victims (including potential providers of restorative justice services) from the Voluntary Community and Social Enterprise (VCSE) sector;
- commission restorative justice services if capacity and capability are sufficient in relation to these services;
- prepare for local commissioning.

On behalf of the Secretary of State for Justice, the Rt Hon Chris Grayling MP, I am pleased to send with this letter the Ministry of Justice Grant Agreement which sets out the conditions under which you will be issued your grant of £ 269,279. to cover the preparatory spend in relation to local commissioning of victims' support services for your area.

Please kindly provide all supporting information as requested and then print, sign and return the Grant Agreement as a PDF, to the following email address:

victimservicescommissioning@justice.gsi.gov.uk

Grant monies will be issued to you within 7 to 10 working days of the Ministry of Justice having received your signed Grant Agreement and the correct supporting information. Please send any queries you may have about the Grant Agreement to the victims' services commissioning email address provided above.

Yours sincerely

Isabel Sutcliffe

ANNEX A

Isabel Sutcliffe
Deputy Director
Victim, Witness and CJ Delivery
Justice Reform
8th Floor, Zone A
102 Petty France
London SW1H 9AJ
T 0203 334 2704
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www.justice.gov.uk

ANNEX B

Police Force Areas	Population formula ¹	2013-14			2014-15 ²			2015-16 ³		
		PCC preparatory funding	Restorative Justice ⁴	Total Allocation	Indicative allocation ⁵	Restorative Justice ⁴	Total Allocation (including referral and associated services component) ⁶	Indicative allocation ⁵	Restorative Justice ⁴	Total Allocation ⁶
Avon & Somerset	2.85%	£44,092	£16,956	£59,048	£895,000	£176,000	£883,000	£521,000	£365,000	£1,370,000
Bedfordshire	1.10%	£187,281	£42,939	£229,820	£295,000	£98,000	£334,000	£281,000	£141,000	£590,000
Cambridgeshire	1.46%	£35,449	£8,449	£29,957	£345,000	£90,000	£435,000	£262,000	£184,000	£691,000
Cheshire	1.82%	£206,120	£70,217	£276,333	£435,000	£113,000	£548,000	£332,000	£233,000	£875,000
Cleveland	0.89%	£167,315	£38,004	£205,319	£238,000	£81,000	£319,000	£190,000	£126,000	£510,000
Cumbria	0.89%	£149,552	£33,969	£183,521	£211,000	£55,000	£266,000	£161,000	£112,000	£423,000
Derbyshire	1.87%	£206,669	£99,899	£376,556	£434,000	£113,000	£547,000	£330,000	£231,000	£868,000
Devon & Cornwall	2.97%	£504,251	£114,535	£718,786	£713,000	£185,000	£898,000	£542,000	£380,000	£1,400,000
Dorset	1.33%	£224,820	£51,065	£275,885	£315,000	£82,000	£397,000	£242,000	£169,000	£566,000
Durham	1.10%	£185,856	£42,170	£227,826	£216,000	£68,000	£284,000	£169,000	£140,000	£438,000
Dyfed-Powys	0.91%	£154,719	£35,143	£189,862	£216,000	£57,000	£273,000	£168,000	£116,000	£389,000
Essex	3.09%	£521,649	£118,485	£640,125	£738,000	£192,000	£930,000	£581,000	£433,000	£1,463,000
Gloucestershire	1.09%	£180,431	£40,983	£221,414	£255,000	£68,000	£323,000	£194,000	£136,000	£467,000
Greater Manchester	4.75%	£806,691	£183,912	£990,603	£1,146,000	£298,000	£1,444,000	£871,000	£621,000	£2,065,000
Gwent	1.02%	£175,166	£39,337	£212,524	£245,000	£63,000	£308,000	£188,000	£140,000	£448,000
Hampshire	3.59%	£575,981	£130,346	£704,207	£812,000	£211,000	£1,023,000	£605,000	£433,000	£1,458,000
Hertfordshire	2.00%	£338,323	£76,846	£415,169	£479,000	£124,000	£603,000	£364,000	£255,000	£858,000
Humbly Grove	1.63%	£276,026	£62,676	£338,722	£390,000	£101,000	£491,000	£287,000	£208,000	£705,000
Kent	3.09%	£523,897	£116,995	£640,892	£741,000	£193,000	£934,000	£564,000	£408,000	£1,372,000
Leicestershire	2.56%	£439,179	£99,753	£538,927	£621,000	£161,000	£782,000	£482,000	£331,000	£1,113,000
Lincolnshire	1.81%	£307,227	£88,763	£377,010	£435,000	£113,000	£548,000	£321,000	£232,000	£780,000
Lincolnshire	1.27%	£215,393	£48,924	£264,317	£294,000	£79,000	£373,000	£231,000	£162,000	£535,000
Merseyside	2.45%	£415,202	£94,308	£509,510	£587,000	£153,000	£740,000	£447,000	£313,000	£1,060,000
MOPAC/City	14.69%	£2,489,523	£565,467	£3,054,990	£3,524,000	£917,000	£4,441,000	£2,630,000	£1,879,000	£6,320,000
Norfolk	1.59%	£250,279	£59,892	£318,172	£367,000	£95,000	£462,000	£279,000	£195,000	£664,000
North Wales	1.29%	£206,882	£46,881	£253,773	£282,000	£76,000	£358,000	£222,000	£156,000	£514,000
North Yorkshire	1.24%	£240,505	£54,826	£295,333	£340,000	£88,000	£428,000	£258,000	£181,000	£609,000
Northamptonshire	1.24%	£208,921	£47,661	£256,582	£297,000	£77,000	£374,000	£228,000	£158,000	£526,000
Northumbria	2.55%	£426,789	£98,840	£525,726	£604,000	£151,000	£755,000	£459,000	£322,000	£1,077,000
Nottinghamshire	1.94%	£329,277	£74,792	£404,069	£468,000	£121,000	£589,000	£354,000	£248,000	£837,000
South Wales	2.39%	£286,327	£67,750	£354,077	£427,000	£112,000	£539,000	£315,000	£221,000	£760,000
South Yorkshire	2.39%	£405,157	£92,027	£497,184	£573,000	£149,000	£722,000	£436,000	£305,000	£1,037,000
Staffordshire	1.85%	£300,212	£75,004	£375,216	£467,000	£121,000	£588,000	£355,000	£246,000	£834,000
Suffolk	1.29%	£216,438	£48,842	£265,279	£310,000	£80,000	£390,000	£238,000	£165,000	£553,000
Surrey	2.02%	£342,642	£77,827	£420,469	£485,000	£128,000	£613,000	£368,000	£258,000	£871,000
Sussex	2.87%	£486,041	£110,389	£596,440	£688,000	£176,000	£864,000	£523,000	£367,000	£1,231,000
Thames Valley	4.09%	£687,854	£156,238	£844,092	£973,000	£253,000	£1,226,000	£740,000	£519,000	£1,745,000
Warrickshire	0.87%	£164,185	£37,295	£201,480	£232,000	£60,000	£292,000	£176,000	£125,000	£421,000
West Mercia	2.17%	£366,514	£93,704	£460,217	£521,000	£135,000	£656,000	£398,000	£276,000	£932,000
West Midlands	4.86%	£627,821	£188,030	£815,852	£1,172,000	£305,000	£1,477,000	£891,000	£625,000	£2,102,000
West Yorkshire	3.86%	£671,408	£152,503	£823,910	£950,000	£247,000	£1,197,000	£722,000	£507,000	£1,704,000
Wiltshire	1.22%	£208,377	£46,876	£255,254	£282,000	£76,000	£358,000	£222,000	£155,000	£513,000
Totals ⁷		£16,950,000	£3,850,000	£20,800,000	£24,000,000	£6,280,000	£30,280,000	£18,260,000	£12,300,000	£42,560,000

1 Based on ONS Mid-2012 Population Estimates for England and Wales (aged 0+), rounded to 2 decimal places.
 2 Includes cost of referral
 3 Rounded down to the nearest £1,000
 4 The Restorative Justice allocation is not ring-fenced
 5 This may not equal the sum of the previous two columns due to rounding
 6 Some totals may not sum due to rounding
 7 Inclusive of referral and associated services component of indicative allocation
 8 Exclusive of referral and associated services component of indicative allocation, rounded down to nearest £1,000

DRAFT



GRANT AGREEMENT

DATED 28th NOVEMBER 2013

SECRETARY OF STATE for JUSTICE

and

THE POLICE and CRIME COMMISSIONER for SUFFOLK

**FOR THE PROVISION OF GRANT FUNDING IN RELATION TO LOCAL
COMMISSIONING OF VICTIMS SUPPORT SERVICES (INCLUDING
RESTORATIVE JUSTICE SERVICES)**

**VICTIM, WITNESS and CRIMINAL JUSTICE DELIVERY PORTFOLIO
MINISTRY OF JUSTICE
102 PETTY FRANCE
LONDON SW1H 9AJ**

**MINISTRY OF JUSTICE GRANT TERMS AND CONDITIONS FOR THE POLICE
AND CRIME COMMISSIONER FOR SUFFOLK IN RELATION TO THE LOCAL
COMMISSIONING OF VICTIMS SUPPORT SERVICES (INCLUDING
RESTORATIVE JUSTICE SERVICES)**

THIS AGREEMENT IS MADE ON THE 28th DAY OF NOVEMBER 2013

BETWEEN

(1) THE SECRETARY OF STATE, MINISTRY OF JUSTICE ("the Authority")

and

(2) THE POLICE and CRIME COMMISSIONER for SUFFOLK("the Recipient")

1. Introduction and definitions

1.1 This agreement (the "Grant Agreement") consists of 27 Clauses, 3 Schedules and 1 Annex.

1.2 In this Grant Agreement:

The "**Authority**" means the Secretary of State for Justice, Ministry of Justice acting through the Victim, Witness and Criminal Justice Delivery Portfolio.

The "**Grant**" means the Grant of £269,279 payable to the Recipient under the terms of this Grant Agreement.

"**Purpose**" means the purposes set out in clause 2.2.

The "**Recipient**" means the **POLICE AND CRIME COMMISSIONER FOR SUFFOLK**, herewith referred to as the "Recipient".

1.3 References to any statute or subordinate legislation in this Grant Agreement include references to any amendments or replacements to the statute or subordinate legislation that may be enacted from time to time.

1.4 Headings are included in this Grant Agreement for ease of reference only and shall not affect the interpretation or construction of this Grant Agreement.

Terms and conditions

2. Grant

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

2.2 The Recipient will ensure that the Grant is used for the purposes of:

(i) building the capacity and capability of potential providers of services for victims (including potential providers of restorative justice services) from the Voluntary Community and Social Enterprise (VCSE) sector;

(ii) preparing for local commissioning;

(iii) commissioning restorative justice services (as defined in Annex A), if capacity and capability are sufficient in relation to these services;

(iv) paying for any associated costs that may arise in the process of preparing to commission local victims support services.

2.3 Where the Grant is used for provision in relation to restorative justice services, Police and Crime Commissioners must ensure that:

- (i) account is taken of guidance issued by the Restorative Justice Council and, where necessary, the Council's advice is sought, to ensure the development of safe and competent restorative justice services (under Article 12 of the EU Directive 2012/29) (the 'Victims Directive'), and
- (ii) potential and actual service providers can demonstrate that victims who choose to participate in restorative justice processes will have access to safe and competent restorative justice services (in accordance with Article 12 of the Directive).

For the purposes of this grant, restorative justice services are defined as set out in Annex A.

3. The Recipient must provide a statement by June 2014 to the Authority covering the following:

:

- (i) how compliance with condition 2.2 and 2.3 has been satisfied;
- (ii) the range of initiatives and services that has been funded by the recipient;
- (iii) how the Recipient has monitored and demonstrated the impact of the use of the Grant, and
- (iv) confirmation that the funding has been spent in accordance with the grant conditions of this Grant Agreement.

4. This Grant is paid to the Recipient in exercise of the power conferred by Section 56 of the Domestic Violence, Crime and Victims Act 2004.

5. The Recipient must return the signed declaration/certification forms in the form set out in Schedule 1, Schedule 2 and Schedule 3.

6. External assurance

6.1 This grant must be audited as part of the Recipient's annual audit programme. The scope of the audit should be to ensure that the funds have been consumed as recorded under Schedule 2, and in accordance with the terms and conditions of the grant agreement.

6.2 The National Audit Office has the right, as part of its audit of the Ministry of Justice, to review the grant declarations/certificates in order to satisfy itself that monies have been spent by the Recipient in accordance with the terms of the grant.

7. Internal management information must be kept locally.

8. Purpose and extent of the Grant

- 8.1 The Recipient must not use the Grant for any activities other than the Purpose or as approved in writing by the Authority.

9. Amount of the Grant

- 9.1 The Authority has agreed funding of the Grant, subject to compliance by the Recipient with the terms of this Grant Agreement.

10. Timing of the Grant

- 10.1 Payment will be made between 7 and 10 working days after receipt of the required supporting information set out at Schedules 1, 2 and 3 from the Recipient.
- 10.2 In order for any payment to be released, the Authority will require the Recipient to:
- 10.2.1 have signed and returned a copy of this Grant Agreement to the Authority;
- 10.2.2 have provided the appropriate bank details.
- 10.3 The Authority reserves the right to recall all or part of the Grant if the Authority has reasonably requested information/documentation from the Recipient and this has not been received by the Authority in the timescales reasonably required.

11. Eligible expenditure

- 11.1 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.
- 11.2 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.

12. Purchase of capital equipment

- 12.1 The Recipient must notify the Ministry of Justice as to whether or not it is able to recover Value Added Tax (VAT) from HM Customs & Excise. Where the VAT can be recovered on purchases of capital equipment, the grant offer will be reduced accordingly.
- 12.2 If any capital asset costing more than £1,000 is purchased with funds provided by the Authority, the asset must not be sold or otherwise disposed of within five years of purchase without the Authority's written consent. The Authority may require the repayment of all or part of any proceeds of any disposal or sale.
- 12.3 The Recipient will maintain a register of any capital assets purchased with funds provided by the Authority. This register will record, as a minimum, (a)

the date the item was purchased; (b) the price paid; and (c) the date of disposal (in due course).

- 12.4 The Recipient must not attempt to raise a mortgage or other charge on Authority-funded assets without the prior approval of the Authority.

13. Managing the Grant

- 13.1 Each party must notify the other of:
- (a) the nominated person who will act as the party's authorised representative; and
 - (b) the contact details of the authorised representative and any deputies.
- 13.2 The Authority requires the Recipient to submit monitoring information by **June 2014** as detailed in Schedule 2.
- 13.3 The Authority may, in addition, ask the Recipient to clarify information provided to it. If so, the Recipient shall comply with any reasonable request.
- 13.4 The Recipient must notify the Authority as soon as reasonably practicable that an under spend is forecast.
- 13.5 If an overpayment of the Grant has been made, the Authority will recover the payment.
- 13.6 The Recipient must not transfer funds between this Grant and other grants made to it.
- 13.7 The Recipient's Chief Finance Officer must ensure that appropriate professional arrangements are put in place for the management of the Grant and the reporting of expenditure. The Recipient's Chief Finance Officer must take all necessary steps to ensure that the Grant is accounted for and monitored separately from the Recipient's other funding streams.

14. Lawful conduct, equal opportunities, use of volunteers and activities funded by the Grant

- 14.1 The Recipient must ensure that all reasonable steps have been taken to ensure 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).
- 14.2 No aspect of the activity funded by the Authority must be party-political in intention, use, or presentation.
- 14.3 The Grant must not be used to support or promote religious activity. This will not include inter faith activity.

15. Procurement procedures

- 15.1 The Recipient must comply with the requirements of the Public Contracts Regulations 2006. In addition and without limiting the generality thereof, the Recipient must secure the best value for money and must act in a fair, open and non-discriminatory manner in all purchases of goods and services.

15.2. In addition to the provisions of Clause 15.1 above 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:

(a) the requirement can demonstrably be met only by proprietary or specialist equipment; or

(b) the requirement can demonstrably be met only by a single available entity with extremely niche skills; or

(c) there are simply no alternative sources of supply.

16. Conflict of interest and financial or other irregularities

16.1 The Recipient and employees of the Recipient must be careful not to be subject to conflicts of interest.

16.2 The Recipient must set up formal procedures to require all persons involved in the use of the Grant 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.

16.3 If the Recipient has any grounds for suspecting financial irregularity in the use of any money paid under this Grant Agreement, it must notify the Authority immediately, explain what steps are being taken to investigate the suspicion, and keep the Authority informed about the progress of the investigation.

16.4. For the purposes of Clause 16.3, "financial irregularity" includes fraud or other impropriety, mismanagement, and the use of the Grant for purposes other than those intended by the Authority.

17. Breach of Grant Conditions

17.1 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 17.2 occur, then the Authority may 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.

17.2 The events referred to in Clause 17.1 are as follows:

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

b) Any future information provided in relation to 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 Authority considers to be material;

c) The Recipient takes inadequate measures to investigate and resolve any reported irregularity.

- 17.3 In the event that it becomes necessary to take steps to enforce the terms and conditions of this Grant Agreement, the Authority will write to the Recipient giving particulars of its concern or of any breach of a term or condition of the Grant.
- 17.4 The Recipient must within 30 days (or earlier, depending on the severity of the problem) address the Authority's concern or rectify the breach, and may consult the Authority or agree with it an action plan for resolving the problem. If the Authority is not satisfied with steps taken by the Recipient to address its concern or rectify the breach, it may recover Grant funds already paid.
- 17.5 On termination of this Grant Agreement for any reason, the Recipient as soon as reasonably practicable, must return to the Authority any assets or property or any unused funds (unless the Authority gives its written consent to their retention) that are in its possession in connection with this Grant Agreement.

18. Intellectual Property Rights

- 18.1 The Recipient must grant to the Authority at no cost an irrevocable, royalty-free perpetual license to use and to sub-license the use of any material created by the Recipient under the terms of this Grant Agreement for such purposes as the Authority shall deem appropriate.
- 18.2 The Recipient must seek approval from the Authority prior to using the Authority's logo when acknowledging the Authority's financial support of its work.

19. DISPUTES

- 19.1 Both parties will negotiate in good faith to resolve any dispute arising out of these terms and conditions. If the dispute cannot be resolved by the individuals with day to day responsibility for the grant the dispute may be escalated by either party to the Deputy Director, Victim, Witness or Criminal Justice Reform Delivery, Ministry of Justice.
- 19.2 If the dispute is not resolved within 28 days (at Deputy Director level), then either party may refer the dispute to mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure or such other procedure as the parties may agree. Unless otherwise agreed between the parties the mediator will be appointed by CEDR.
- 19.3 If the Parties reach agreement on the resolution of their dispute the agreement shall be reduced to writing and shall be binding.
- 19.4 If the mediation is unsuccessful, then any dispute or difference between them may be referred to the courts.

20. Funding and Termination

- 20.1 This Agreement does not represent a commitment to renew or continue financial support to the Recipient for the purposes of capacity and capability building of wider VCSE service providers in advance of local commissioning and the commissioning of Restorative Justice services.

- 20.2 The Authority may terminate this Agreement forthwith by serving a written notice on the Recipient if:
- a) the Grant or any part of the Grant being used for any purpose other than the purpose set out in this Agreement;
 - b) The Recipient has been involved in any illegal activity or improper act in its administration;
 - c) The Recipient has failed to remedy any breach of this Agreement within 28 days (or such other period as the Authority agrees in writing) of being served with a notice pointing out the breach requiring its rectification.
- 20.3 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.

21. Amendments to the Grant Agreement

- 21.1 This Grant Agreement sets out the entire agreement between the parties. They replace any previous negotiations, agreements, understandings and representations between the parties, whether oral or in writing.
- 21.2 Any amendments to this Grant Agreement shall only be valid if they are in writing and signed by an authorised representative of both parties.

22. DATA PROTECTION ACT 1998

- 22.1 Both the Authority and the Recipient are Data Controllers. They each agree that they will comply with all the requirements of the Data Protection Act 1998 in relation to their obligations under this Grant Agreement.

23. Freedom of Information

- 23.1 Where applicable, the Recipient and the Authority are required to comply with the Freedom Of Information Act 2000 (the "FOI Act"), any subordinate legislation made under the FOI Act and any guidance issued by the Information Commissioner.
- 23.2 The Recipient agrees to assist and cooperate with the Authority to enable the Authority to comply with its obligations under the FOI Act whenever a request is made for information which relates to or arises out of this Grant Agreement.

24. Transparency

- 24.1 The Recipient acknowledges that the Authority shall disclose payments made against this grant of value £25k and above, in accordance with the Government's transparency agenda.
- 24.2 No information shall be disclosed if such disclosure would be in breach of the Data Protection Act, or is exempted from disclosure under the Freedom of Information Act.

25. Equal opportunities in employment, use of volunteers and activities funded by the Grant

25.1 The Recipient will ensure that anyone acting on its behalf complies with the law in the United Kingdom and in particular does not commit any act of discrimination rendered unlawful by the Equality Act 2010.

25.2 In respect of the activities supported by the Ministry of Justice grant, the Recipient will ensure that there is no discrimination on the grounds of race, colour, ethnic or national origin, disability, age, gender, sexuality, marital status, or any religious affiliation, where any of these cannot be shown to be a requirement of the job, office or service in respect of employment, provision of services and the involvement of volunteers.

26. Notices

26.1 All notices, invoices and other communications relating to this Grant Agreement must be in writing and in English and must be served by a party on the other party at its address shown at the head of this Grant Agreement.

26.2 Notices delivered hereunder will be deemed to be delivered:

26.2.1 if delivered by hand, upon receipt;

26.2.2 if sent by pre-paid registered first class post (providing it is not returned as undelivered to the sender), two (2) working days after posting;

26.2.3 if sent by electronic mail, on the date of delivery subject to the following conditions:

(a) when an electronic mail is sent on a day which is not a working day or after 3:00pm on a working day, the electronic mail is deemed to have been received on the next working day, and

(b) each electronic mail containing a formal notice under this Agreement shall be sent with a delivery receipt requested and shall not be deemed to have been received until the sender receives a confirmatory delivery receipt.

27. Governing Law

This Grant Agreement shall be subject to and construed in accordance with the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales.

As WITNESS the hands of the parties the day and year first before written

Signed for and on behalf of the
Secretary of State for Justice

by **ISABEL SUTCLIFFE**
Deputy Director
Victim, Witness and Criminal
Justice Reform Delivery,
Ministry of Justice

.....

DATE

Signed by the

**POLICE and CRIME
COMMISSIONER
SUFFOLK**

Tim Pannore
.....

DATE 16/12/2013

SCHEDULE 1

ACCEPTANCE OF GRANT

THE POLICE AND CRIME COMMISSIONER FOR SUFFOLK accepts the Grant of £269,279 contained in this Grant Agreement and agrees to comply with the terms and conditions of the Grant under which the Grant is issued.

POLICE AND CRIME COMMISSIONER FOR SUFFOLK

Signature:	
Name:	
Date:	
Position:	

The Recipient's Chief Finance Officer

Signature:	
Name:	
Date:	
Position:	

Bank details for grant payment

Bank name:	
Branch name:	
Sort code:	
Account name:	
Account number:	
Address: (N/B: This does not refer to the address for the bank but the address associated with the account)	POLICE HEADQUARTERS PORTAL AVENUE MARTLESHAM HEATH IPSWICH
Post code: (N/B: This does not refer to the postcode for the bank but the postcode associated with the account)	IP5 3QS

Signed on behalf of the SECRETARY OF STATE FOR JUSTICE, MINISTRY OF JUSTICE ("the Authority")

Signature:	
Name:	
Date:	
Position:	

MINISTRY OF JUSTICE OFFICE USE:

Payment instructions

MINISTRY OF JUSTICE sign off:

Signature:						
Name (printed):					Date:	
Position:						
Adelphi codes:	Directorate code	Cost centre	Account code (1)	Account code (2)	Project code	Supplier code

CONFIRMATION BY GRANT RECIPIENT

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

Signature:			
Name (printed):			Date:
Position:			

SCHEDULE 2

PAYMENT AND FINANCIAL MONITORING REPORT

The form should be completed and certified by the Recipient's Chief Finance Officer and returned to the Authority by 30 June 2014 in accordance with Clause 5.

**Grant Recipient: Police and Crime
Commissioner for SUFFOLK**

**Grant Stream: Local
Commissioning of Victims
Support Services**

Actual Expenditure Category:	Actual Resource Expenditure (£)
Building the capacity and capability of restorative justice services	
Commissioning restorative justice services	
Building capacity and capability of wider VCSE support providers in advance of local commissioning	
Preparing for local commissioning	
TOTAL EXPENDITURE:	
TOTAL GRANT PROVIDED:	£269,279
VARIANCE: total grant provided minus total resource expenditure (To be returned to the Authority in accordance with Clause 5)	
Planned Expenditure Category:	Planned Resource Expenditure
Building the capacity and capability of restorative justice services	
Commissioning restorative justice services	
Building capacity and capability of wider VCSE support providers in advance of local commissioning	
Preparing for local commissioning	
TOTAL EXPENDITURE:	
TOTAL GRANT PROVIDED:	£269,279
VARIANCE: total grant provided minus total resource expenditure (To be returned to the Authority in accordance with Clause 5)	

SCHEDULE 3

TREASURY, FINANCE OFFICER OR EQUIVALENT CERTIFICATION

I certify to the best of my knowledge and belief that:

- a) The expenditure has been incurred only for the purposes set out in the terms and conditions of the grant agreement for the above grant stream.

PCC FOR SUFFOLK sign off

Signature:			
Name (printed):		Date:	
Position:			

MINISTRY OF JUSTICE sign off:

Signature:			
Name (printed):		Date:	
Position:			

ANNEX A

Restorative Justice

Restorative justice (RJ) activities provide opportunities for victims to be heard and to have a say in the resolution of offences. RJ has the potential to transform the way in which the needs of the victim are met. It also provides an opportunity for offenders to face the consequences of their actions and the impact that it has had upon others. This has been shown to be effective in motivating offenders to change, make use of support being offered, and reduce re-offending. It can involve victims:

- explaining to an offender the impact of the crime on them;
- seeking an explanation and apology from the offender; and
- playing a part in agreeing restorative or reparative activity for the offender e.g. working for free for a charity, paying to repair any material damage, or keeping the victim informed of their progress in getting off drugs or finding a job.

An RJ process can be delivered through:

- **A face-to-face meeting** (sometimes called a RJ conference or victim-offender conference): Involves a trained facilitator, the victim(s), and the offender(s) and supporters, usually family members. Such meetings might conclude with an agreement for further steps to be taken, such as some sort of reparation, but this is not mandatory.
- **A community conference**: Involves members of the community which have been affected by a particular crime and all or some of the offenders. This is facilitated in the same way as a RJ conference but it differs in that it can involve many people.

Ministry of Justice evidence suggests that a face-to-face meeting between the victim and offender is an effective form of RJ activity in terms of outcomes for victims and offenders. However, it is important that the right type of RJ activity is delivered for the individual circumstance at the right time. Wherever possible, a face-to-face meeting should be the aim, but if the trained facilitator does not assess it as suitable then an alternative type of RJ activity can be considered. For example, indirect communication is possible. This can be via telephone or video conferencing, written correspondence or 'shuttle RJ' through the facilitator. This may lead to a face-to-face meeting at a later stage.

**VICTIMS COMMISSION PREPARATORY FUNDS
COMMITMENTS – AS AT APRIL 2014**

Grant	Amount	Item	Purpose of Grant
Waveney Domestic Violence and Abuse Forum	£20,000	Who's in Charge Programme	To help build capacity, capability and understanding of the issues facing abused parents in Waveney. Commissioning and delivering the Who's in Charge programme.
		Computer database	Software package to help develop the capability of the Forum to evidence their outputs and outcomes.
		Rape /domestic violence counselling	To help build capacity and capability for counselling services, and to satisfy high levels of unmet demand in the area of Waveney.
		Caring Dads Programme	To help build capacity and capability for counselling services, and to satisfy high levels of unmet demand in the area of Waveney.
Hate Crime Partnership	£35,000	Third Party Reporting Centre	Ministry of Justice funding ceases on 31 March 2014. The MoJ previously funded £130,000 towards the running costs of 3 rd Party Reporting Centre. This grant represents 6 months of the existing grant to help keep the centre in operation.
'Compassion' Domestic Violence Forum	£12,000	To help with the costs of staff support	Compassion has a creditable record of performance supporting victims of domestic abuse. The forum does not currently benefit from any staff support to help with a demanding workload. It is known that there is a high level of unmet demand in respect of domestic violence as well as hidden demand. A grant towards staff support would help Compassion enhance its capability and capacity to address domestic abuse and domestic violence.
Lighthouse Womens' Aid	£8,500	To help with the costs of employing a Crisis Support Worker	In response to increasing demand and unmet need Lighthouse Womens' Aid recently recruited a Crisis Support Worker on a six months' contract to work with victims of domestic violence in crisis. The Support Worker also supports work to secure further such as counselling, legal advice and running a Freedom Programme for victims of domestic abuse. Since commencement in the role demand for the services provided by the postholder have been high and have reinforced the need for this service. This grant would help Lighthouse Womens' Aid develop their capacity and capability to deliver services to victims of domestic abuse.
Academic Research (University College Suffolk)	£35,000	Domestic Violence and Business Crime Academic	To conduct academic research on two major areas of the PCC's Police and Crime Plan – Domestic Violence and Business Crime. (1) Domestic Violence

		Research	<p>The focus of the project will be to examine the perceptions and experiences of a particularly vulnerable and marginalised group who have been a victim of crime, during their journey through the criminal justice process. It is well established that victims of domestic violence have a wide variety of support needs and it is imperative that the requirements of the Code of Practice for Victims of Crime (2013) are enshrined in the services and all appropriate support provided. The research team will work with victims of domestic violence, victim interest groups and professionals from the criminal justice system (Police & CPS) to highlight areas of good practice and further areas for development. It is envisaged that the findings of this research will provide the Police & Crime Commissioner with robust evidence to inform of future policy developments.</p> <p>(2) Business Crime</p> <p>The PCC would like to know about experiences of the criminal justice system, in particular with regards to the support that the business community believes they receive after they have become a victim of crime. We will also explore the perceptions of police officers regarding the emphasis placed upon tackling this type of deviant behaviour and the support provided to the business community.</p>
Regional Victims' Coordinator	Up to £10,000	Regional Victims Coordinator	To support the Eastern Region Police and Crime Commissioners' preparations in respect of the transfer of victims' commissioning to PCCs in October 2014.
Total available funds			£219,436
Total commitments (to April 2014)			£120,500
Grant remaining			£ 98,936