

# WEST MIDLANDS POLICE AND CRIME COMMISSIONER

Violence Reduction Partnership Funding
GENERAL GRANT AGREEMENT
2024-2025

**GRANT REFERENCE NUMBER: XXXXXXXXXXXXXXXXX** 

This General Grant Agreement ("Agreement") is made between

The Police and Crime Commissioner for West Midlands ("WMPCC")

And

the "Recipient" - Provider / Local Authority

for the **Project Name / Fund** 

The agreement is dated:

## XXXXXXXXXXXXX

and covers the "Grant Period" between

## XXXXXXX and XXXXXX (inclusive).

The value of the "Grant" is set out in clause Error! Reference source not found. of this agreement.

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#### 1. WMPCC and power under which grant is to be made

- 1.1 Section 143 of the Anti-Social Behaviour, Crime and Policing Act 2014, expands Police and Crime Commissioners' existing powers (originally granted through Section 9 of the Police Reform & Social responsibility Act 2011 subsequently repealed) to provide or arrange for the provision of services which secure, or contribute to securing, crime and disorder reduction and creates a clear statutory basis upon which all local policing bodies can provide or commission services for the support of victims of, and witnesses to, crime and anti-social behaviour as well as for other persons affected by offences or anti-social behaviour.
- 1.2 References to the WMPCC throughout this Agreement are also references to whomever the WMPCC delegates or charges with the WMPCC's functions, authority and/or powers to from time to time.

#### 2. Aims and objectives of the Violence Reduction Partnership Fund

- 2.1 On 9 April 2018, the Government published its Serious Violence Strategy to respond to increases in knife crime, gun crime and homicide (the "**Strategy**").
- 2.2 The Strategy places an emphasis on early intervention and prevention and aims to tackle the root causes of violence and prevent young people from getting involved in crime in the first place.
- 2.3 On 13 March, the Chancellor announced a £100m Serious Violence Fund for use during the 19/20 financial year to tackle serious violence ('" **the Fund**"). £35m from the Fund has been assigned to establish, or build on existing, Violence Reduction Partnership s ("**VRPs**").
- 2.4 VRP funding has being made available to those areas that have received notification of a provisional VRP funding allocation to allow them to establish a VRP or, where relevant, build upon an existing one.
- 2.5 In establishing or building upon a VRP, recipients of the VRP funding must ensure that it supports delivery of the VRP 'core function'. The VRP core function is to offer leadership and, working with all relevant agencies operating locally, strategic coordination of the local response to serious violence.
- 2.6 VRP activity enabled by the funding must support a multi-agency, 'public health' approach to preventing and tackling serious violence. We expect much of VRP activity to focus on early intervention, whether that is with respect to its core function in leading and coordinating the local response to serious violence or with regard to the VRP's funding of specific interventions.
- 2.7 We expect VRPs to work closely with all local partners contributing to the response to serious violence, including those working on early intervention, to ensure that any new provision and activity builds on, complements and enhances existing arrangements.
- 2.8 Consistent with the proposed legal duty to support a multi-agency approach to preventing and tackling serious violence, in implementing the public health approach, local areas should adopt the World Health Organisation's definition, which we have summarised as follows:
- 2.8.1 focused on a defined population;
- 2.8.2 with and for communities;

- 2.8.3 not constrained by organisational or professional boundaries;
- 2.8.4 focussed on generating long term as well as short term solutions;
- 2.8.5 based on data and intelligence to identify the burden on the population, including any inequalities; and
- 2.8.6 rooted in evidence of effectiveness to tackle the problem.

#### 3. The Recipient and Project

- 3.1 The Recipient has applied to the WMPCC for grant funding in furtherance of the activities they deliver to beneficiaries. The details of the "Project" to be funded under the grant described in clause Error! Reference source not found. of this Agreement (the "Grant") are attached at Annex A and all references to the Project in this Agreement are to the details in Annex A. The Project is at all times to comply with the Purpose set out in Annex E, and all references to the Project throughout this Agreement shall be taken to refer to the Project insofar as it is compatible with the Purpose.
- 3.2 The WMPCC agrees to pay the Grant to the Recipient to be spent on and for the purpose of the Project and for no other purpose, and subject to the other terms and conditions of this Agreement.
- 3.3 This Agreement is not intended in either substance or form to be a services agreement between the WMPCC and the Recipient, but the WMPCC makes the Grant conditional on the terms and conditions of this Agreement in order to safeguard the Grant funds to ensure the appropriate use of the Grant by the Recipient.
- 3.4 Where the Project is being delivered by a consortium, the consortium lead will be named as the Recipient but all consortium members must adhere to the terms and conditions set out in this Agreement, and the Recipient is responsible for ensuring that such consortium members agree to the terms of this Agreement in writing and must notify the WMPCC of such agreement in writing in advance in order to receive the Grant.
- 3.5 The Recipient shall not make any significant change to the Project without the prior written agreement of the WMPCC.

#### 4. Purpose and Scope of the Grant

- 4.1 The Recipient acknowledges and agrees that its receipt of the Grant is conditional on its compliance with the terms and conditions of this Agreement.
- The Recipient must use the Grant only for the delivery of the Project as set out in Annex A. The Recipient must not, without the prior written consent of the WMPCC:
  - (a) make any material changes to the Project;
  - (b) use any portion of the Grant for any purposes or activities outside the Project; or
  - (c) spend any of the Grant on liabilities incurred before or after the Grant Period (unless expressly covered in the Application).
- 4.3 The Grant is given on condition that it is used for the Project during the Grant Period. If the Recipient has not spent any or all of the Grant on the Project by the end of the Grant Period,

the Recipient must, as soon as it becomes aware that the full amount of the Grant will not be applied to the Project during the Grant Period, notify the WMPCC accordingly. Unless the WMPCC (in its absolute discretion) notifies the Recipient that the Recipient may retain the unspent amount of the Grant (on such terms and conditions as the WMPCC may impose), the Recipient must return any unspent amount of the Grant to the WMPCC in accordance with clause 16.1.8.

- 4.4 The Recipient acknowledges and agrees that:
- 4.4.1 the WMPCC is under no obligation to fund any subsequent activities or projects related to the Project that the Recipient may wish to carry out within the Grant Period or to continue to fund the Project on completion of the Grant Period;
- 4.4.2 the WMPCC is not responsible for any overspend by the Recipient on the Project and the WMPCC has no obligation to increase the Grant in those circumstances; and
- 4.4.3 any exit costs (including employment costs or otherwise) that may be incurred by the Recipient at the end of the Project are the responsibility of the Recipient and the WMPCC will not (unless they were included and approved in accordance with the definition of the Project at Annex A) provide funding or bear any responsibility for those exit costs.

#### 5. **Grant value and payment**

- 5.1 The value of the Grant is £INSERT GRANT AMOUNT for the Grant Period.
- 5.2 Standard wording will be as follows 'Up to the maximum value of the Grant, the payments will be made on a quarterly basis in arrears, on receipt of invoice submission alongside satisfactory financial and progress reporting and as per the reporting requirements and timescales set out in Annex C and subject to other terms and conditions set out in this Agreement.'
- In exceptional cases (e.g. small organisations where it is apparent they have no cash to initially fund the project, and where the Recipient is notified in writing by the WMPCC in the Project information form at Annex A the following can be used up to the maximum value of the Grant, the provider will submit an invoice and payments will be made on a quarterly basis in advance in order to cover payments for up-front costs the Recipient needs to order to deliver the Project(s).
- 5.4 Where the Recipient is acting as consortium lead for the Project they must distribute funds to consortium members as per the commitments set out in Annex A.

#### 6. Warranties

- The Recipient warrants, undertakes, and agrees that:
- 6.1.1 it shall notify the WMPCC of any complaint or investigation by any regulatory body or the police into its activities;
- 6.1.2 it shall take all reasonable steps to ensure it (and anyone acting on its behalf) does not bring the WMPCC, the Secretary of State for the Home Department, or the Project into disrepute (for instance by reason of prejudicing the Project and/or being contrary to the interests of the WMPCC and/or the Secretary of State for the Home Department);

- 6.1.3 it shall immediately report to the WMPCC any credible suspicions or actual incidents of sexual exploitation, abuse, or harassment related to this Grant Agreement or which would be of significant impact to the WMPCC, the Secretary of State for the Home Department or any Crown Body. "Crown Body" means the governments of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including, but not limited to minsters and departments and particular bodies, persons, commissions, or agencies from time-to-time carrying out functions on its behalf. For example, any event that affects the governance or culture of the Recipient (such as an event relating to senior management) must be reported to the WMPCC;
- 6.1.4 it shall take all reasonable steps to avoid any actual or perceived bias or conflicts of interest in respect of the Grant or the Project;
- 6.1.5 it shall not engage in any personal, business, or professional activity which conflicts or could conflict with the Project or this Agreement;
- 6.1.6 it is correctly constituted and regulated to be able to receive the Grant and that receipt of the Grant and delivery of the Project are within the scope of its governing document;
- 6.1.7 it has all necessary resources and expertise to deliver the Project (assuming due receipt of the Grant);
- 6.1.8 it has and shall keep in place systems to deal with the prevention of fraud and/or administrative malfunction;
- 6.1.9 it has and shall keep in place policies and procedures to deal with the safeguarding of children and vulnerable beneficiaries;
- 6.1.10 all financial and other information concerning the Recipient which has been disclosed to the WMPCC is, to the best of its knowledge and belief, true and accurate;
- 6.1.11 it is not subject to any contractual or other restriction imposed by its own or any other rules or regulations or otherwise which may prevent or materially impede it from meeting its obligations in connection with the Grant;
- 6.1.12 it is not aware of anything in its own affairs, which it has not disclosed to the WMPCC or any of the WMPCC's advisers, which might reasonably have influenced the decision of the WMPCC to make the Grant on the terms contained in this Agreement;
- 6.1.13 it does not employ individuals or contribute funds to organisations or individuals that the Recipient knows or suspects to support or otherwise be involved in terrorism or that are found on any terrorist-related list promulgated by the UK Home Office, the U.S. Government, the United Nations, or the European Union;
- 6.1.14 since the date of its last accounts there has been no material change in its financial position or prospects;
- 6.1.15 it shall not make any significant changes to its legal status, transfer any assets or merge or amalgamate with another body without first notifying the WMPCC;
- 6.1.16 it shall promptly notify the WMPCC if it becomes aware of any material breach of this Agreement;

- 6.1.17 it shall notify the WMPCC immediately of any and all incidents in which any beneficiaries or service users of the Project are harmed or placed at risk of harm and shall provide such details as the WMPCC shall require. The Recipient shall comply with all local safeguarding reporting requirements in addition to notifying the WMPCC; and
- 6.1.18 it shall inform the WMPCC promptly in writing of:
  - (a) any circumstances or actions that threaten the successful completion of the Project or that will or may cause the execution of the Project to differ from the description at Annex A; and
  - (b) any changes in its organisation that threaten its solvency or if it intends to enter into any arrangement with any creditor and if any legal claims or regulatory investigations are made or threatened against it, including where such claims or investigations may adversely affect the delivery of the Project.

#### 7. Third-Party Funding

- 7.1 "Duplicate Funding" means funding received by the Recipient from a third party (including a Crown Body) which is intended to be used to deliver the Project, and which has not been declared to the WMPCC. Alternate sources of funding where declared and accepted as Supplementary Funding will not be considered Duplicate Funding so long as the Recipient can demonstrate what additional impact (volumes; scope; geography) this enables the Project to achieve.
- 7.2 "Supplementary Funding" means any contribution offered by a third party to the Recipient towards fulfilment of the Project intended to meet the balance of any expenditure not supported by the Grant and notified to the WMPCC in accordance with Clause 7.4.
- 7.3 The Recipient warrants and represents to the WMPCC that it has disclosed in any application documents relating to the Project provided to WMPCC prior to entering into this Agreement any and all other sources of funding for the Project that, at the time of submission of the Application, had either been received or were being sought by the Recipient, and has provided details as to the purposes to which that funding has been or will be applied.
- 7.4 Before entering into any agreement with a third party offering Supplementary Funding, the Recipient must:
- 7.4.1 ensure that robust due diligence processes regarding both the prospective donor and the source of the monies, have been undertaken; and
- 7.4.2 inform the WMPCC of these details including, but not necessarily limited to, the source, value, scope, nature and any conditions of the Supplementary Funding.
- 7.5 Following receipt of information in accordance with Clause 7.4, the WMPCC shall, at its sole discretion, confirm in writing whether the use of the Supplementary Funding for the Project is acceptable to it.
- 7.6 The Recipient agrees that it will not apply for, obtain, or receive Duplicate Funding. The Recipient shall be aware that WMPCC [and/or the Secretary of State for the Home Department] may refer the Recipient to the police should the Recipient dishonestly and intentionally obtain Duplicate Funding to deliver the Project.

## 8. Financial management and record keeping

- 8.1 "Eligible Expenditure" means expenditure incurred by the Recipient in managing, administering, and delivering the Project. The Recipient may not use the Grant for any activities other than those required to achieve the Project (as described in Annex A) or as approved in writing by the WMPCC. Examples of ineligible expenditure are included in Annex D to this Agreement.
- 8.2 The Recipient shall maintain and operate effective monitoring and financial management systems.
- 8.3 Use of funds must be in line with the financial breakdown provided in the Project application for funding and provided at Annex B.
- The Recipient must segregate and account separately for the Grant, and must keep a record of all:
- 8.4.1 Eligible Expenditure and retain all accounting records relating to the Eligible Expenditure for a period of at least seven (7) years following 31 March 2023. Accounting records should be either in writing or electronic form and should include:
  - (a) original invoices;
  - (b) receipts;
  - (c) minutes from meetings;
  - (d) accounts;
  - (e) deeds;
  - (f) interest accrued;
  - (g) returns on investments;
  - (h) income generated;
  - (i) Supplementary Funding received;
  - (j) any other relevant documentation; and
- 8.4.2 gifts, both given and received, in connection with the Project.
- 8.5 WMPCC may request the following from the recipient in relation to the payment of the Grant monies;
- 8.5.1 certified copies of the accounting documents justifying income and expenditure incurred in relation to the Project;
- 8.5.2 an annual, written statement, signed by the Recipient's treasurer or equivalent senior finance officer, of how the money was spent; and
- 8.5.3 a signed undertaking that the Recipient will retain such documents for the period prescribed in clause 8.4.1 above.

- 8.6 The WMPCC will have the right to review and take copies of the Recipient's Accounting records. On request, the Recipient will send the WMPCC a copy of its latest audited accounts, or a cashflow statement and forecast. This should be:
- 8.6.1 a hard copy sent by traditional post; or
- 8.6.2 an electronic copy sent by email (e.g. a hyperlink to a public facing website, or PDFs of the document(s).
- 8.7 The Recipient must comply, and facilitate the WMPCC's compliance with, all statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns applicable to itself and to the WMPCC.
- 8.8 The Recipient must inform the WMPCC as soon as possible if it has any grounds for suspecting financial irregularity or impropriety in the use of the Grant and the WMPCC must be promptly updated of all lines on inquiry, actions taken or proposed to be taken in relation to any such irregularity or impropriety and where applicable any investigation outcomes.
- 8.9 The Recipient must not use the Grant on any of the following types of expenditure:
- 8.9.1 paid-for political activities;
- 8.9.2 fixed assets, any capital costs and fixed costs, unless this is a specific requirement of the Grant, agreed under this Agreement and outlined in the Project;
- 8.9.3 interest payments or service charge payments for finance leases;
- 8.9.4 gifts other than activities and benefits for beneficiaries set out in the Project;
- 8.9.5 statutory fines, criminal fines or penalties;
- 8.9.6 bad debts to related parties; and/or
- 8.9.7 payments for unfair dismissal or other compensation.
- 8.10 It is a condition of this Agreement that the Recipient and / or its sub-contractors pay as a minimum the real living wage to all its or their as applicable employees, staff or contract workers. The rates of pay required under this clause are as stipulated by the Living Wage Foundation from time to time and are available on their website:

https://www.livingwage.org.uk/what-real-living-wage?gclid=EAlalQobChMlxLKvrtjX4gIVFeDtCh0FDwEYEAAYASAAEgKXQ\_D\_BwE

- 8.11 Section 54 of the Modern Slavery Act 2015 requires any commercial organisation that is a body corporate or partnership, carries on a business or part of a business in the UK, supplies goods or services and has an annual turnover of £36m or more to publish a slavery and human trafficking statement.
- 8.12 If you meet these requirements, the WMPCC may request a link to your slavery and human trafficking annual statement.

Guidance can be found at <a href="https://www.gov.uk/government/publications/transparency-in-supply-chains-a-practical-guide">www.gov.uk/government/publications/transparency-in-supply-chains-a-practical-guide</a>

- 8.13 For the avoidance of doubt, the Parties agree that any distribution of Grant funds from the WMPCC to the Recipient under this Agreement is outside the scope of Value Added Tax ("VAT"). In the event that this is challenged by the tax authorities at any date and HMRC regards the distribution of Grant funds as a payment of a fee, the Parties agree that such distributions of Grant funds have been made on a VAT exclusive basis, and that it will be for the Recipient to pay to the WMPCC any VAT or any other applicable tax which the WMPCC may later be required to account for to HMRC.
- 8.14 The Grant shall be shown in the Recipient's account as a restricted fund and shall not be included under general funds.
- 8.15 The Recipient shall comply with all applicable statutory requirements as regards accounts, audit or examination of accounts, annual reports, confirmation statements and annual returns.

#### 9. Financial and progress reporting

- 9.1 The Recipient must report to the WMPCC on its use of the Grant and delivery of the Project. Those reports must contain the information, be in the format and delivered at the frequency and to the timescales, as the WMPCC reasonably requests. Such requests will typically, but not necessarily, be in the format set out in Annex C and will include (but not be limited to) the following information:
- 9.1.1 spending, including committed spend, against agreed budgets;
- 9.1.2 progress against any agreed success factors; and
- 9.1.3 the activities and achievements of the Recipient.
- 9.2 The Recipient must also provide the WMPCC with all reasonable assistance and co-operation in relation to any ad-hoc information requests made by the WMPCC in relation to the Project.
- 9.3 The WMPCC and the Recipient will, at the WMPCC's request and at the frequency specified by the WMPCC acting reasonably, meet to review the progress and delivery of the Project. Further the WMPCC may, provided acting reasonably, request access to the Recipient's premises or for the Recipient to facilitate contact with beneficiaries of the Project where appropriate and compliant with safeguarding standards to review progress against this Grant. Unannounced inspections may also be required in some circumstances and these should not be obstructed by the Recipient.
- 9.4 Where the Recipient is acting as consortium lead for the Project they must ensure that any and all progress reporting under this clause 9 covers all activity relating to the Project from all consortium members. The Recipient shall have appropriate and proportionate contingency plans in place to ensure continuity of delivery of the Project, and the WMPCC shall have sight of these contingency plans and shall have the right to request assurance from the Recipient as to their implementation, where necessary, to ensure continuity of delivery of the Project.
- 9.5 The Recipient shall provide the WMPCC with an up-to-date, unredacted, signed copy of any agreement, including any amendments, entered into upon request, in relation to this Agreement.

#### 10. Publicity, Branding and Communications

- 10.1 Requests from media in relation to the Project, or any significant external communication on the project should be discussed with the WMPCC in advance. [Recipients will be expected to comply with reasonable WMPCC media requests.
- 10.2 The WMPCC reserves the right to lead on communications for any project he or she commissions. This means the right to publicise and manage media and public engagement around any project, scheme or initiative is reserved for the WMPCC.
- 10.3 At no stage should any press release, social media post or media activity be carried out, agreed to, or published without first obtaining permission from the WMPCC. For social media this permission may only be needed initially and then organisations could well be granted the freedom to engage with followers on social media going forward, based on agreed principles.
- 10.4 Where relevant, any organisation working for or on behalf of the WMPCC might be asked to find case studies, provide information and write or approve quotes to help publicise the scheme they are working on.
- The Recipient must alert the WMPCC of up-coming events, planned external communications and landmarks within the project.
- 10.6 The Recipient must also alert the WMPCC of anything likely to cause reputational damage.
- 10.7 The WMPCC may acknowledge the Recipient's involvement in the Project as appropriate without prior notice.
- 10.8 The Recipient shall:
- 10.8.1 avoid expressing views which are inconsistent with the WMPCC's objectives relating to the Project when speaking to third parties in order to deliver the Project;
- 10.8.2 make clear that it does not represent or speak for the WMPCC or any part of the Government of the United Kingdom in any situation where it expresses views; and
- 10.8.3 seek the consent of the Authority first before making any statements which might be contrary to the requirements of clauses 10.8.1 or 10.8.2.
- 10.9 For the avoidance of doubt the provisions in Clause 10.1 10.8 inclusive shall not prevent the Recipient or its researchers publishing in accordance with the rest of this Clause 10.9:
- 10.9.1 For the purposes of this Clause 10.9 the following definitions will apply:
  - "Publication" means the publication of an abstract, article or paper in a journal or an electronic repository, or its presentation at a conference or seminar.
- 10.9.2 If the Recipient or any of its researchers engaged on the Project ("Author") wishes to make a Publication relating to their work on the Project, the Author shall provide to WMPCC a copy of the draft Publication at least 21 days before the proposed submission date ("Review Period"). WMPCC shall review the Publication within the Review Period, and at WMPCC's reasonable request, the Author shall remove any confidential information belonging to WMPCC contained in the Publication.
- 10.9.3 If the Author does not receive notification from WMPCC within the Review Period, the Author may proceed with the proposed Publication provided that it shall ensure that no confidential information belonging to WMPCC is included in the Publication.

- 10.9.4 In any Publication under this Clause 10.9 the Author shall acknowledge that the Project was funded by the WMPCC and the Secretary of State.
- 10.9.5 Furthermore, the Recipient shall be entitled to use the Deliverables for academic and research purposes.
- 11. Fundamental standards of care and safeguarding

[TO INSERT WHERE SERVICES INVOLVE WORK WITH CHILDREN AND/OR VULNERABLE PERSONS]

- Where the Service involves working directly with children and/or young people and/or vulnerable adults, all Staff of the Contractor are required to have a valid Disclosure and Barring Service (DBS) check and be able to provide copies of these when requested immediately. The Contractor must have appropriate recruitment based decisions, and where reasonably possible, take into consideration that the Contractor employs Staff with relevant lived experience.
- As part of the Authority's commitment to ensure robust safeguarding, the Authority requires the Contractor to have robust, relevant, legally compliant and regularly reviewed safeguarding policies in place so that each Service ensures the Contractor's Staff are trained in safeguarding practices and approaches, and that this knowledge is refreshed on a regular and proportionate basis.
- As part of the Authority's monitoring and returns process, the Authority will review the Contractor's safeguarding position, including but not limited to, reassurances that any new Staff recruited by the Contractor in the relevant period have a DBS check in place.
- 11.4 The Recipient must carry out the Project in accordance with all applicable laws, regulations and best practice including but not limited to those relating to health and safety, safeguarding of vulnerable people and children (including conducting disclosure and barring service checks and restrictions or vetting where applicable), modern slavery, anti-bribery, equality, and human rights.
- 11.5 The Recipient warrants that it has no reason to believe that any of employees, staff or contractors of any kind connected to the Recipient and Project are barred from the activity in accordance with the provisions of the Safeguarding Vulnerable Groups Act 2006 and any regulations made under it, as amended from time to time.
- 11.6 The Recipient must immediately provide to the WMPCC any relevant information reasonably requested by the WMPCC to enable the WMPCC to be satisfied that the obligations of this clause 11 have been met.
- 11.7 Without prejudice to its other obligations under this Agreement, the Recipient must, within 2 Working Days of becoming aware of them, inform the WMPCC of:
- 11.7.1 any beneficiary safety incidents in relation to the Project;
- 11.7.2 any adverse findings, warning notices, interventions or other regulatory action from any regulator in relation to the Recipient;
- 11.7.3 any loss of consent, approval or licence that has a material adverse impact on the Recipient's delivery of the Project; and/or

- 11.7.4 any incident or event of any kind that might bring the Recipient and/or the WMPCC by virtue of its relationship with the Recipient into disrepute.
- 11.5 The Recipient shall possess all the necessary qualifications, licences, permits, skills and experience to discharge its responsibilities effectively, safely and in conformance with any applicable law for the time being in force (so far as binding on the Recipient).
- 11.6 "Working Days" shall mean means any day from Monday to Friday (inclusive) which is not specified or proclaimed as a bank holiday in England and Wales pursuant to section 1 of the Banking and Financial Dealings Act 1971 including Christmas Day and Good Friday.

#### 12. Policy Requirements

- 12.1 The Recipient will ensure that throughout the funding period that it has relevant organisational policies in place to deliver the Project. These should include, but not be limited to, the following:
- 12.1.1 Equality and Diversity Policy;
- 12.1.2 Child Safeguarding Policy;
- 12.1.3 Vulnerable Adults Safeguarding Policy;
- 12.1.4 Data Protection Policy (see clause 14 below for more information);
- 12.1.5 Whistleblowing Policy;
- 12.1.6 Environmental Policy;
- 12.1.7 Information Security Policy;
- 12.1.8 Physical Security Policy;
- 12.1.9 Staff Vetting Policy;
- 12.1.10 Recruitment Policy;
- 12.1.11 Modern Slavery Policy; and
- 12.1.12 such additional policies as the WMPCC shall otherwise reasonably require, as notified by the WMPCC to the Recipient in writing;
  - and the Recipient shall keep all of these policies up to date and subject to regular review by appropriate senior staff (and the management board, if relevant) to ensure they adhere to current applicable legislation and regulations.
- 12.2 The Recipient shall ensure that its staff are aware of the relevant policies listed in clause 12.1 and, in particular, of how to raise any concerns.
- 12.3 Upon request, copies of the policies should be provided to the WMPCC.
- 13. Intellectual Property
- 13.1 "Intellectual Property Rights" means all patents, copyrights, database rights, trade marks and design rights (whether registered or not) and all applications for any of the foregoing and

- all rights of confidence and Know-How however arising for their full term and any renewals and extensions.
- 13.2 "Resulting IP Rights" means any Intellectual Property Rights arising from or developed by any Party wholly or mainly in connection with the Project.
- 13.3 "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.
- 13.4 WMPCC 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 WMPCC or the Recipient prior to the Commencement Date shall remain the property of that Party and that any Resulting IP Rights developed by either party during the Grant Period shall remain the property of the Party that developed such Resulting IP Rights.
- 13.5 Each Party grants to the other Party at no cost a non-exclusive, irrevocable, royalty-free perpetual [worldwide] licence to use the Resulting IP Rights developed by that Party during the Grant Period. The WMPCC has the right to grant sub-licences of the licence granted from the Recipient to the WMPCC for the Resulting IP Rights created by the Recipient.
- 13.6 Each Party shall make the Resulting IP Rights publicly available at all times.
- 13.7 Where WMPCC has provided the Recipient with any Intellectual Property Rights for use in connection with the Project, the Recipient shall, upon termination of this Agreement, cease to use such Intellectual Property Rights immediately and shall either return or destroy any materials using such Intellectual Property Rights as requested by WMPCC.
- 13.8 Any software or other Intellectual Property Rights owned by a third party that is used to deliver the Project will remain owned by that third party.
- 13.9 The Recipient agrees that the WMPCC may freely share any information, branding, Know-How, system, or process developed in relation to the Project to support similar or subsequent projects.
- 13.10 No licence to use any Intellectual Property Rights is granted or implied by this Agreement except the rights expressly set out in this Agreement.

#### 14. Data Protection and Information Governance

The Recipient is the Data Controller and must comply with its obligations under all data protection legislation, regulations and guidance, freedom of information laws and environmental information regulations as applicable. Recipients should be familiar with these obligations, and more information can be found on the ICO website: <a href="Data Protection Guide">Data Protection Guide</a>

**OR** (if the recipient is Data Controller use 14.1 above, if PCC and recipient are Joint Data Controllers, use 14.2 below)

The Recipient and the WMPCC are Joint Data Controllers. The Recipient must comply with its obligations under all Data Protection Legislation, regulations and guidance, freedom of information laws and environmental information regulations as applicable. Recipients should be familiar with these obligations, and more information can be found on the ICO website:

Data Protection Guide.



- 14.3 Recipients should also familiarise themselves with our Data Protection Guide:
- 14.4 Each party (A) acknowledges that the other party (B) is subject to the requirements of the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 and may disclose information concerning A in B's absolute discretion following consultation with A and having taken its views into account. A must:
- 14.4.1 provide all assistance and cooperation as reasonably requested by B to enable B to comply with its obligations under the Freedom of Information Act 2000 and the Environmental Information Regulations 2004; and
- 14.4.2 where it receives a request for information under the Freedom of Information Act 2000 in relation to this Agreement, must notify promptly (and in any event within 2 working days) B of the request.
- "Data Protection Legislation" means (i) the General Data Protection Regulation 2016/679; (ii) the Law Enforcement Directive (and any domestic legislation implementing it) and (ii) the Data Protection Act 2018 to the extent that it relates to the processing of personal data (which has the meaning given to it in the Data Protection Legislation) and privacy, and (iii) all applicable law about the processing of personal data and privacy;

#### 15. **Confidentiality**

- 15.1 Nothing in this Clause 15 applies to information:
- 15.1.1 which is already in the public domain or in the possession of the Recipient (as can be evidenced by the Recipient) other than by reason of breach of this Agreement;
- 15.1.2 is to be made public pursuant to the terms of this Agreement including compliance with a regulator, court order, statutory obligation and/or as is stipulated in the Project;
- 15.1.3 the receiving party can prove it obtained or was able to obtain from a source other than the disclosing party without breaching any obligation of confidence; or
- 15.1.4 which the WMPCC shares with a Crown Body (as defined in clause 6.1.3) provided that the information disclosed is only that which is necessary for the purpose concerned and the WMPCC requests that the information is treated in confidence and that a confidentiality undertaking is given where appropriate. The Recipient hereby acknowledges that a Crown Body receiving such information may further disclose the information to other Crown Bodies on the basis that the information is confidential and is not to be disclosed to a third party which is not a Crown Body.
- 15.2 The Recipient undertakes to keep confidential and not to disclose and to procure that its agents, employees, staff, contractors, and representatives keep confidential and do not disclose any information of a sensitive nature which it has obtained by reason of this Agreement.
- 15.3 The Recipient shall not use any information which it has obtained as a result of delivering the Project in any way which is inaccurate or misleading.

- 15.4 The Recipient shall ensure that when required any information of a sensitive nature, howsoever held, is securely disposed of in accordance with the WMPCC's directions. If additional budget is required, the Recipient will liaise with the WMPCC to agree costs in writing in advance of committing expenditure.
- 15.5 The provisions of this Clause 15 shall survive the termination of this Agreement, however that occurs.

## 16. Repayment or recovery of the Grant

- 16.1 The WMPCC may in its absolute discretion withhold, suspend, or require the Recipient to repay, all or part of the Grant if:
- 16.1.1 the Recipient commits a material breach of any of the terms of this Agreement;
- 16.1.2 any information disclosed by the Recipient in the Application relating to the Project was materially inaccurate or misleading;
- 16.1.3 the Recipient (or any of its staff) acts dishonestly or negligently in connection with the Project or breaches any of its or their legal obligations in a way that could lead to reputational damage for the WMPCC;
- 16.1.4 the Recipient becomes unable, for any reason, to commence, progress or complete the Project in accordance with Annex A, or the WMPCC reasonably considers that this will be the case;
- 16.1.5 the Recipient is subject to any kind of insolvency event, ceases to carry out the Project, ceases to be a registered organisation or loses any regulatory consent necessary for the Project;
- 16.1.6 the Recipient obtains any Duplicate Funding in breach of clause 7.6;
- 16.1.7 the Recipient misuses any of the Grant;
- 16.1.8 any of the Grant remains unspent at the end of the Grant Period; or
- 16.1.9 the Recipient receives Supplementary Funding and fails to comply with its obligations set out in clauses 7.4 and 7.5.
- Where the WMPCC requires repayment of any part of the Grant under this section, the Recipient must repay that amount in full within 20 Working Days of receipt of the WMPCC's notice requiring repayment. The WMPCC may alternatively, at its discretion, set off any amounts due to it under this section against any further instalments of the Grant due to be paid, or against any other payments due from the WMPCC to the Recipient under this Agreement or otherwise.
- 16.3 The WMPCC's rights of withholding or recovery under this clause 16 are in addition to any other rights or remedies it may have.

## 17. Duration, termination and consequences of termination

17.1 This Agreement comes into effect on the Commencement Date and, unless otherwise terminated in accordance with its terms, will continue until the end of the Grant Period or, if later, the date on which all Grant monies have been spent.

- 17.1.1 The WMPCC may terminate this Agreement upon giving the Recipient three (3) months written notice should it be required to do so by financial restraints or for any other reason.
- 17.1.2 The WMPCC may terminate this Agreement immediately upon written notice to the Recipient if any of the following conditions apply:
  - (a) the Secretary of State for the Home Department notifies the WMPCC that it shall cease working with the Recipient (provided that the Secretary of the State for the Home Department has reasonable grounds to do so);
  - (b) the Recipient uses any part of the Grant for purposes other than those for which the Grant has been awarded;
  - (c) the WMPCC considers that the Recipient has not made satisfactory progress with the delivery of the Project;
  - (d) the Recipient is, in the reasonable opinion of the WMPCC delivering the Project in a negligent manner;
  - (e) any of the events listed at clause 16.1 occur;
  - (f) the Recipient is, in the reasonable opinion of WMPCC, misusing any of the Grant monies;
  - (g) the Recipient obtains funding from a third party which, in the reasonable opinion of WMPCC, undertakes activities that are likely to bring the reputation of the Project or the WMPCC into disrepute;
  - (h) the WMPCC does not agree with any change to the legal status of the Recipient or any significant transfer of its assets, or any merger or amalgamation of the Recipient with another body;
  - (i) the Recipient provides the WMPCC with any materially misleading or inaccurate information;
  - (j) fraud, bribery or serious mismanagement has occurred in relation to the Recipient;
  - (k) a serious safeguarding incident has occurred in relation to the Recipient;
  - (I) any member of the governing body, employee, or volunteer of the Recipient has:
    - acted dishonestly or negligently at any time and directly or indirectly to the detriment of the Project; or
    - (ii) taken any actions which, in the reasonable opinion of WMPCC, bring or are likely to bring the WMPCC's name or reputation into disrepute;
  - (m) the Project ceases to be pursued, either partially or completely, for any reason other than by way of successful completion;
  - (n) the right for the WMPCC to terminate this Agreement as a result of a Recipient Force Majeure Event arises pursuant to clause 20 (Force Majeure) of this Agreement; or
  - (o) the Recipient breaches paragraph 30.7, Annex D of this Agreement.

- 17.1.3 Either Party may terminate this Agreement immediately upon written notice to the other Party if any of the following conditions apply:
  - (a) the other Party fails to comply with any of the provisions of this Agreement in a way which is material or repeated, and fails to rectify any such failure within 15 days of receiving written notice detailing the failure;
  - (b) the other Party ceases to operate for any reason, or it passes or intends to pass a resolution (or any Court of competent jurisdiction makes an order) that it be wound up or dissolved (other than for the purpose of a bona fide and solvent reconstruction or amalgamation); or
  - (c) the other Party is subject to a proposal for a voluntary arrangement, has a petition for an administration order, makes any composition, arrangement, conveyance or assignment for the benefit of its creditors, or purports to do so, is subject to the appointment of a receiver, administrator or liquidator, becomes insolvent, is declared bankrupt, or is unable to pay its debts as they fall due.
- 17.1.4 Upon the expiry of the Grant Period or earlier termination of this Agreement in accordance with this clause 17, the rights and obligations of the Parties under this Agreement shall terminate and be of no future effect, except that its terms of the Agreement shall still apply to the Recipient in respect of any Grant funds which remain in the Recipient's control and except that clauses 3.2, 4, 4.4.3, 8, 10, any licence granted to the WMPCC under clause 13, clauses 14, 15, 16, 17, 18, and 21 to 28 inclusive and all warranties and indemnities provided in this Agreement shall remain in full force and effect.

#### 18. Liability

- 18.1 The total liability of the WMPCC under this Agreement is limited to the total value of the Grant, subject to the conditions set out in this Agreement.
- The WMPCC has no responsibility for any other costs incurred by the Recipient in connection with the activities to which the Grant relates, and the Recipient must indemnify and keep the WMPCC indemnified against any losses, damages, costs, expenses, liabilities, claims, actions, proceedings or other liabilities of any kind that result from or arise out of the Recipient's acts or omissions in relation to the Project, this Agreement or its duties to or arrangements with third parties.

#### 19. **Insurance**

19.1 The Recipient must put in place and maintain in force at its own cost (and it may use Grant monies to do so) appropriate insurance in respect of all liabilities that may be incurred by the Recipient in connection with the Project, including employers' liability, professional negligence (where the provision or non-provision of any part of the Project may result in a clinical negligence claim), public liability and (where applicable to the Project) professional negligence. On written request from the WMPCC, the Recipient must provide documentary evidence that these insurance policies are fully maintained and that any premiums on them are fully paid.

#### 20. Force majeure

20.1 "Force Majeure Event" means an event that is outside of a party's reasonable control and includes acts of God, civil disorder, military action, acts of terrorism, natural disasters and other circumstances which are beyond the reasonable control of either Party (excluding any

industrial dispute), pandemics, epidemics, and which is not attributable to any act or omission by the Party concerned including failure to take preventative action, any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent.

- 20.2 If either Party is affected by a Force Majeure Event ("the Affected Party") it shall:
- 20.2.1 as soon as reasonably practicable after the start of the Force Majeure Event but no later than 5 Working Days from its start, notify the other Party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under this Agreement and the likely effect of its inability to perform such obligations on the Project overall; and
- 20.2.2 use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.
- 20.3 The obligations of the Affected Party under this Agreement shall be suspended for the duration of the Force Majeure Event.
- 20.4 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 45 days or the Head Funder refuses to agree that any obligation of PCCWM under the Head Grant Agreement affected by the Force Majeure Event be suspended, then PCCWM may terminate this Agreement pursuant to clause 17.1.2(n) of this Agreement.

#### 21. Jurisdiction and Governing Law

- 21.1 This Agreement shall be governed by and construed in accordance with the law of England and the parties irrevocably submit to the exclusive jurisdiction of the English courts.
- 21.2 The provisions of this clause shall survive expiry or termination of the Agreement.

#### 22. Assignment

- 22.1 Subject to clause 22.2, the Recipient may not, without the prior written consent of the WMPCC, assign, transfer, sub-contract, sub-licence or in any other way make over to any third party the benefit and/or the burden of this Agreement or, except as permitted in the specification of the Project at Annex A, transfer or pay to any other person any part of the Grant.
- Where the WMPCC consents to any further sub-grant by the Recipient in accordance with clause 22.1 above, the Recipient shall enter into an appropriate sub-grant agreement with the sub-grantee to ensure that the Recipient shall continue to meet its obligations to the WMPCC under this Agreement and such sub-grant agreement shall provide the WMPCC with the right to enforce any of the obligations owed by such sub-grantee to the Recipient in the event that this Agreement is terminated by either Party to ensure that the Project can continue to be delivered. Upon request, the Recipient shall provide a copy of any such sub-grant agreement to the WMPCC.
- 22.3 The Recipient shall be responsible for the acts and omissions of all sub-grantees and shall indemnify and hold harmless the WMPCC, its employees, agents, officers or sub-contractors in respect of all liabilities, claims, demands, actions, costs, expenses, losses and damages made or brought by, or owing to, any person and in any way arising out of or incurred in connection with any sub-grants of the Grant that it makes.

#### 23. Counterparts

This Agreement may be executed in any number of counterparts, each of which is an original and which together have the same effect as if each Party had signed the same document.

#### 24. Waiver

No exercise or failure to exercise or delay in exercising any right, power or remedy to which a Party is entitled under this Agreement shall constitute a waiver by that Party of that or any other right, waiver or remedy.

#### 25. Notices

All notices and other communications in relation to this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered, emailed, or mailed (first class postage prepaid) to the address of the relevant party, as referred to above or otherwise notified in writing. If personally delivered or if emailed all such communications shall be deemed to have been given when received (except that if received on a non-Working Day or after 5pm 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.

## 26. No Partnership or Agency

This Agreement shall not create any partnership or joint venture between the WMPCC and the Recipient, nor any relationship of principal and agent, nor authorise any party to make or enter into any commitments for or on behalf of the other party.

#### 27. Severance

If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement. If any provision or part-provision of this Agreement is deemed to be deleted in accordance with this clause, the Parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

## 28. Joint and Several Liability

Where the Recipient is neither a company nor an incorporated entity with a distinct legal personality of its own, the individuals who enter into and sign this Agreement on behalf of the Recipient shall be jointly and severally liable for the Recipient's obligations and liabilities arising under this Agreement.

#### 29. **Dispute Resolution**

- 29.1 In the event of any complaint or dispute arising between the parties to this Agreement in relation to this Agreement the matter should first be referred for resolution to an individual nominated by the WMPCC from time to time.
- 29.2 Should the complaint or dispute remain unresolved within 15 Working Days of the matter first being referred to the nominated individual under clause 29.1, either party may refer the matter to the Chief Executive representing the WMPCC and the Chief Executive of the Recipient (or such other person within the Recipient's organisation as is authorised to deal with the

complaint or dispute, as notified from the Recipient to WMPCC in writing from time to time) with an instruction to attempt to resolve the dispute by agreement within 20 working days, or such other period as may be mutually agreed by the WMPCC and the Recipient.

29.3 In the absence of agreement under Clause 29.2 the parties shall 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.

## 30. Interpretation

- 30.1 In this Agreement, all references to any statute or statutory provision shall be deemed to include references to any statute or statutory provision which amends, extends, consolidates or replaces the same and shall include any orders, regulations, codes of practice, instruments or other subordinate legislation made thereunder and any terms and conditions attaching thereto.
- 30.2 In this Agreement, words importing any particular gender include all other genders, and the term "person" includes any individual, partnership, firm, body corporate, government, governmental body, agency, unincorporated body of persons or association and a reference to a person includes a reference to that person's successors and permitted assigns.
- 30.3 In this Agreement, words importing the singular only shall include the plural and vice versa.
- 30.4 In this Agreement, words importing a particular gender shall be interpreted to include a reference to all genders.
- 30.5 The Annexes form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Annexes.
- 30.6 References to the WMPCC throughout this Agreement are also references to whomsoever the WMPCC delegates or charges with the WMPCC's functions, authority and/or powers from time to time.

# SIGNED FOR AND ON BEHALF OF THE POLICE AND CRIME COMMISSIONER FOR WEST MIDLANDS

Date received
Agreed/Checked by
Print name and job title
Date
Date

**Grant reference number:** XXXXXXXXXXXXXXX

## ACCEPTANCE OF GENERAL GRANT AGREEMENT

If the Recipient wishes to accept this offer of funding, please sign two copies of the Agreement in the space indicated below and return one of the copies to the Chief Financial Officer of the WMPCC's Office.

I formally agree to abide by the terms and conditions set out in this Agreement:					
Name of Accountable Body (Recipient)					
Signature of the Director of Finance (or Equivalent)					
Date					
Bank details	Contact details				
Name of Bank:	Name:				
Address:	Address:				
Account Number:	Phone:				
Sort Code:	E-mail:				

#### ANNEX A: THE PROJECT

#### **VRP General Requirements**

- 1. The recipient will engage in regular steering group meetings (dates and times to be provided by Project Lead) and be willing to share information between partners.
- 2. The recipient will engage in regular grant reviews with the project lead (dates and times to be provided by Project Lead).
- 3. The recipient will join VRP provider network for their locality (dates and times to be provided by Project Lead).
- 4. The recipient, providers and consortium members must be open to engage with evaluation partners, and provide quantitative and qualitative service data to inform the developing evidence base and support performance monitoring as required.
- 5. Any pre-existing signed Data Sharing Agreement applies.
- 6. The Recipient must alert the VRP/WMPCC of up-coming events, planned external communications and landmarks within the project. The WM VRP contact for the recipient in respect of clause 10 is Shazelle Punjabi shazelle.punjabi@westmidlands.police.uk
- 7. The recipient will attend training as directed by the VRP including a requirement to attend local LSCB/LSAB Safeguarding training.
- 8. In respect of clause 11 on request the recipient must provide copies of DBS of Safeguarding Policies and /or DBS checks of staff engaged on the project. For School projects only the recipient should provide the copies of DBS of staff engaging in the project to the school at least a week prior to the workers starting the project.
- 9. Any staff with convictions on their DBS certificate must have a risk assessment to ensure suitability for the role. This risk assessment should be shared with VRP.

**Specific Project information** 

## ANNEX B: FINANCIAL BREAKDOWN

\*Please provide a financial breakdown using the templates attached at Annex C.

#### ANNEX C: REPORTING REQUIREMENTS

Please send in final completed finance reporting form, invoice, project narrative form and quantitative form via the SUMS portal. Do not send project invoices to payments group, these will not be processed without approval.

Quarter 1

12th July 2024

Quarter 2

11th October 2024

Quarter 3

10th January 2025

Quarter 4 / Year End

11th April 2025

Narrative reporting Form:

You will be asked to submit your project update form via an online SUMS form and upload the financial reporting form, and Quantitative Reporting Spreadsheet) forms as uploads.

Financial reporting form:



4. Quarterly Financial Monitoring Template

Quantitative Reporting Form



#### ANNEX D: LIMITATIONS ON FUNDING USE AND INELIGIBLE EXPENDITURE

The Recipient shall not use the Grant to (or engage with any third parties that) demonstrate

30.7

vocal or active opposition to fundamental British values<sup>1</sup>, including democracy, the rule of law, individual liberty and mutual respect and tolerance of different faiths and beliefs. This includes those who make extremist calls for the death of members of our armed forces, whether in this country or overseas. 30.8 The Grant may not be used to: 30.9 pay for lobbying (via an external firm or in-house staff) in order to undertake activity that intends or attempts to influence Parliament or Crown Bodies or political parties, for example, attempting to influence legislative or regulatory action; or, the awarding or renewal of contracts and grants; or attempting to influence legislative or regulatory action: 30.10 enable one part of government to challenge another on topics unrelated to the Project; 30.11 petition the WMPCC for additional funding; or 30.12 pay expenses, such as entertaining, specifically aimed at exerting undue influence to change government policy. 30.13 No aspect of the activity funded by the WMPCC may be party-political in intention, use, or presentation. 30.14 The Grant may not be used to support or promote activities of an exclusively religious nature. This will not include activity designed to improve inter-faith relationships or working. 30.15 The Recipient is not permitted to charge, apply fees to or require payment for any activity provided in connection with this Agreement or otherwise use the Grant to undertake or engage in activities that result in commercial gain or profit. 30.16 The Recipient shall not make a profit in its use of the Grant. For the avoidance of doubt, no profit, dividends, bonuses and/or any similar or equivalent benefit will be paid to the staff of the Recipient. 30.17 The Recipient may not use the Grant to cover any direct costs required to establish a fundraising capability. 30.18 The Project may only deliver interventions in England and Wales. 30.19 Other examples of expenditure, which are prohibited, include the following: 30.20 allocating components of the Grant towards activities pre-planned before receipt of this Grant; 30.21 contributions in kind; 30.22 interest payments or service charge payments for finance leases; 30.23 gifts;

1\_An opposition to fundamental British Values is to go against universal human rights, gender equality, equality of opportunity, democracy, the rule of law, respect for the rights of different religions and beliefs, freedom of speech.

30.24	the writing off of debts or other liabilities owed to it;
30.25	statutory fines, criminal fines or penalties civil penalties, damages or any associated legal costs;
30.26	payments for works or activities which the Recipient, or any member of their Partnership has a statutory duty to undertake, or that are fully funded by other sources;
30.27	bad debts to related parties;
30.28	to secure mortgages or loans or other debt-funding;
30.29	payments for unfair dismissal or other compensation;
30.30	depreciation, amortisation or impairment of assets owned by the Recipient; or
30.31	liabilities incurred before the commencement of this Agreement unless agreed in writing by the WMPCC.

#### **ANNEX E: THE PURPOSE**

- 30.32 This Annex E describes the outcomes and impacts the WMPCC is seeking to achieve through this Grant funding. The WMPCC intends to establish or build upon an existing Violence Reduction Partnership (VRP), which brings together police, local government, health and education professionals, community leaders and other key partners to tackle serious violence and its causes.
- 30.33 The Core Function is to offer leadership, establish a Core Membership and, working with all relevant agencies operating locally, provide strategic coordination of the local response to serious violence.
- 30.34 VRPs will support a multi-agency, public health, long-term approach to preventing and tackling serious violence, in line with the Strategy, which is:
- 30.34.1 focused on defined population;
- 30.34.2 with and for communities;
- 30.34.3 not constrained by organisational or professional boundaries;
- 30.34.4 focussed on generating long term as well as short term solutions;
- 30.34.5 based on data and intelligence to identify the burden on the population, including any inequalities; and
- 30.34.6 rooted in evidence of effectiveness to tackle the problem.
- 30.35 The local area must take the advice of Public Health England (and their equivalent in Wales) when determining how they will apply the public health approach in delivering VRP functions.

#### **BACKGROUND**

- 30.36 The first duty of the government is to keep citizens safe and the country secure. The Home Office has been at the front line of this endeavour since 1782. As such, the Home Office plays a fundamental role in the security and economic prosperity of the United Kingdom.
- 30.37 The Home Office is the lead government department for immigration and passports, drugs policy, crime, fire, counter-terrorism and police.
- 30.38 The Secretary of State for the Home Department leads on the Departmental objective to cut crime and ensure that early action is taken against emerging and changing crime trends.
- 30.39 On 13 March, the then Chancellor announced a £100m fund for the 19/20 financial year to tackle knife crime. £35m from the Fund will be used to establish or build on existing VRPs.

## **KEY DELIVERABLES**

This section is not used