

**VAWG Whole School Prevention Programme**

**Invitation to Tender**

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# EXECUTIVE SUMMARY

The Mayor’s Office for Policing And Crime are commissioning a whole school prevention programme to be delivered in up to four Croydon schools – one secondary school and its three main primary feeder schools.

The work will be commissioned by MOPAC in two phases. **Phase One** of the work will involve a successful Provider working in partnership with colleagues from the London Borough of Croydon in the design of a whole schools programme. This work will involve significant stakeholder engagement (including with and not limited to the four London schools, local Croydon partners, parents, young people, Governors and the Voluntary and Community Sector (VCS)); desk based research and ongoing regular engagement with MOPAC. This first phase of the work has a maximum value of £60,000 and will run from November 2016 – May 2017.

A competitive, conditional grant award process will be used by MOPAC to commission this work.

Following the successful delivery of Phase One, MOPAC will secure funding for **Phase two**. Phase two of the work will be the delivery of the programme in the four Croydon schools over an 18-month period from September 2017 – July 2019. This phase of the work is likely to be commissioned in spring 2017 and the maximum value of this work has yet to be determined by MOPAC.

The successful provider from the first phase of the work will be eligible to bid for the second phase. To ensure that no prospective providers for the second phase of the work are disadvantaged, all materials produced during the first phase – including meetings notes, desk based research and consultation write-ups – will be made available to *all* prospective providers who bid for the second phase of the work.

**This invitation to tender focuses on the first phase – the design of the bespoke whole schools programme.**

# PART A: BACKGROUND INFORMATION

# Purpose of this document

The Mayor’s Office for Policing And Crime (hereinafter referred to as MOPAC) invites tenders for the development of a bespoke whole school prevention programme to be delivered in four Croydon schools.

This Invitation to Tender (ITT) will allow MOPAC to obtain detailed information from potential providers and to establish which tender is the most advantageous based upon the award criteria set out in the ITT.

The purpose of Part A is to set out the context and scope of this unique programme in order to support potential Providers.

Part A provides details on:

* timescales;
* budget;
* introduction to the whole schools programme; and
* governance, reporting and evaluation.

# Timescale

|  |  |  |
| --- | --- | --- |
| **Procurement Process** | **Start** | **Finish** |
| Invitation To Tender (ITT) published | 8 August  | 14 October  |
| Clarification questions submitted by bidders  | 29 August  | 2 September |
| Clarification questions responses provided by MOPAC | 9 September |
| **Application deadline 5.00pm 14th October** |
| Assessment by multi agency panel members | 17 October  | 28 October  |
| Potential clarification interviews for providers | 31October  | 4 November |
| Grant Awarded and notice to unsuccessful providers  |  7 November  | 18 November  |
| Delivery period | 21 November  | 31 May 2017 |

#

# Budget

The total budget available for phase one is £60,000. MOPAC will commission the work on a set of deliverables and outcomes that will be agreed with the successful provider. Payment to the provider will be made retrospectively (half way through the contract and then at the end) for services delivered and will be linked to the achievement of the outcomes.

The successful Provider will be required to use the budget to:

* Be in regular contact with and regularly report to MOPAC;
* Develop effective working relationships with the four pilot schools;
* Map prevention activities that are being delivered in the four Croydon schools (or have been delivered in the four Croydon schools) in order to understand need, demand and what has worked in these school environments;
* Undertake extensive desk based research to review learning from whole school programmes that have been delivered in other schools, in particular reviewing those programmes that have a violence and or prevention focus;
* Conduct extensive stakeholder engagement with: teachers, governors, parents and young people from the four Croydon schools; Croydon Local Authority (LA) colleagues; the Voluntary and Community Sector and regional partners;
* Ensure that young people from all four pilot schools are actively involved in the development of the programme;
* Develop the co-designed prevention programme; and finally,
* Develop a delivery model for the whole schools approach. This delivery model would also need to consider the wider implications of the programme that partner organisations and the schools would need to consider and respond to, in order to ensure a successful implementation of the whole school prevention programme.

# Introduction to the whole school prevention approach

***Manifesto commitments***

A number of common themes underpins Mayor Sadiq Khan’s manifesto:

* a desire to ensure that all Londoners have access to opportunities;
* a desire to tackle inequality and discrimination; and finally
* an aim to make London a more fairer and more tolerant city.

Throughout his manifesto, he also talks about working in partnership with relevant bodies and organisations in order to deliver on his Mayoral ambitions.

The community safety and policing aspects of his manifesto, include priorities to:

* Tackle violence against women and girls;
* Work closely with the public sector and voluntary organisations in order to develop better support for victims of sexual and domestic violence; and
* Work closely with local authorities, schools and youth services to develop anti-gang strategies.

***MOPACs strategic policy drivers***

MOPAC’s multi agency ***Violence Against Women and Girls (VAWG) Strategy 2013-2017*** includes an action to *‘challenge schools in London to tackle VAWG through a whole school approach focused on prevention, education and safeguarding.’* Prevention is also a key MOPAC priority in the ***London Crime Reduction Board’s Strategic Ambitions for London: Gangs and Serious Youth Violence***.

In partnership with NHS England’s Health in the Justice Team, MOPAC has commissioned a sexual violence needs assessment. One of the primary aims of this work is to inform the way in which future services are funded by both organisations in order to better meet the needs of victims and survivors of sexual violence from 2017 onwards. The needs assessment findings are yet to be released; however emerging indicative findings indicate that:

* Currently prevention activities are fragmented but are in much needed and requested by schools;
* There is a need for a consistent programme of age appropriate prevention based work from the age of 10 years; and finally,
* There is a need for national direction and guidance so that schools/universities and further education institutions are fully aware of their responsibilities but also understand referral pathways;

***What is a whole schools approach and why is it relevant?***

A **whole school approach** involves addressing the needs of pupils, staff and the wider community, not only within the curriculum, but also across the whole school and learning environment. It means working in a coordinated way and in different spaces across a school - including within the curriculum, extra-curricular activities, teacher training and community engagement.

We know that VAWG is preventable if the root causes, including the attitudes and beliefs that condone or tolerate it, are tackled. To ensure that harmful behaviour and attitudes are addressed at an early age, it is critical that there is a significant improvement in the consistency and quality of education related to VAWG within schools.

The critical role of schools and other educational establishments in early intervention and prevention was consistently highlighted in MOPAC gang’s consultation undertaken in January – March 2014 to inform the development of the ***London Crime Reduction Board’s Strategic Ambitions for London: Gangs and Serious Youth Violence***. The need to provide specific support at the transition point from primary to secondary schools was highlighted. As a result, the gang strategic ambitions included an ambition to ensure that prevention programmes were made available in all London schools.

There are over 2.3 million young people in London, representing over 30% of the population in London. The one place that most young people have in common is school. Schools and educational establishments (such as pupil referral units and alternative education providers) therefore provide the greatest opportunity to engage with and make a difference to the safety and wellbeing of young people. Schools also through their statutory duty of care offer a key opportunity for the identification and support of victims of gangs or VAWG issues in schools.

The co-design of a VAWG whole schools programme in partnership with the London Borough of Croydon, the Voluntary and Community Sector (VCS), schools, parents, Governors and young people will provide an excellent starting point to take forward the implementation of the MOPAC policy drivers.

***Why the London Borough of Croydon?***

The MOPAC Evidence and Insight (E&I) Team produced a data product to determine which London borough to work collaboratively with in the design of a whole schools approach. This data product included a range of indicators by London borough, including, Domestic Homicides; Anti-Social Behaviour; Gang Flagged Crime; Unauthorised absence from school and Looked After Children. Five London boroughs ranked highly for the aggregated indicators of 1) crime; 2) schools/children and 3) safeguarding.

Safeguarding relates to the action taken to promote the welfare of children and protect them from harm. Safeguarding can reduce the potential for abuse and prevent further abuse from reoccurring. Consequently, prevention is the foundation for safeguarding services. Croydon LA was in the top five London boroughs for safeguarding and has agreed to be the whole schools programme pilot borough.

Working in collaboration with schools, parents/carers, Governors, young people, Croydon colleagues, the VCS and MOPAC to design a whole schools programme will ensure a credible robust pilot. Development work will take place in the four Croydon schools from November 2016 – June 2017 and once funding has bene secured by MOPAC, the delivery of the whole schools programme is expected to take place from September 2017 – July 2019.

***Evaluation***

As there is a paucity of information on what works in terms of prevention in schools, MOPAC will also fund an independent evaluation. The MOPAC Evidence & Insight (E&I) team will oversee the independent evaluation. The evaluationwill enable MOPAC to evidence the impact of the whole schools programme and the research outcomes will be used to inform and support the development of future MOPAC prevention priorities. During both the two phases, providers will be required to ensure that young people from the four schools are actively involved in the design and the delivery of the programme. This proactive involvement of young people and how its shapes and informs the work will be a key part of the evaluation.

# Governance, reporting and evaluation

**Governance**

MOPAC will be responsible for contract monitoring phase 1 and phase 2 to ensure effective delivery and value for money.

Oversight and governance of all VAWG strategy priorities are overseen by the multi-agency VAWG Board which is co-chaired by the Deputy Mayor for Policing And Crime. However, at an operational level the Provider will directly report to the multi-agency VAWG Prevention working group which has been specifically set up to support the delivery of the MOPAC prevention ambitions.

**Reporting and Evaluation**

The following outputs will be required from the successful Provider in the first four months:

* Clear project plan outlining how the Provider will be working with the main secondary school and the three primary schools involved in the pilot, distinctly outlining how this engagement will be undertaken and how the co-design will be managed between the schools and the Provider;
* Community engagement plan outlining how the Provider will work with Croydon LA colleagues; the local and regional VCS sector; governors; parents; young people; and partner agencies currently undertaking prevention activities in the four schools;
* Key findings from desk based research undertaken to review previous whole school prevention programmes, their successes and challenges;
* An interim report by the end of February 2017 outlining progress on the work undertaken to date. This report will need to include achievements against the key outcomes that will be agreed with the Provider.

The first payment will only be released at the receipt of these key deliverables.

In the final three months, the Provider will be required to produce the following:

* Indicative costings for the delivery of whole schools programme for Phase 2 of the work;
* A bespoke delivery framework for the delivery of the whole schools programme;
* An evaluation framework for the evaluation team who will be undertaking an evaluation of the VAWG whole schools prevention programme; and finally,
* A mapping product outlining what Prevention programmes are currently being undertaken in Croydon schools, by whom and the impact (if any) of these programmes.

# PART B: DESIGN OF A BESPOKE WHOLE SCHOOL PREVENTION PROGRAMME

Part B provides further detail on the scope of the programme.

# Scope of the programme and programme requirements

The VAWG Prevention working group, which has been set up specifically to take a lead on the delivery of MOPACs collective prevention ambitions, has specifically requested a number of key objectives that the successful delivery organisation must take into account. These can be broadly categorised as:

* Programme focus
* Key requirements

***Programme focus.*** The programme must:

* be targeted at both girls and boys
* should take into account the needs and requirements of young people from Years 6 to Years 11;
* have work strands that are specifically targeted at engaging with and informing teachers/governors/parents/carers
* address and be aligned to statutory safeguarding and child protection requirements; and finally,
* be comprehensive and inclusive, covering the range of VAWG concerns and serious youth violence.

***Key requirements for the Provider to include/address in the co-design of the programme:***

The programme must

* be designed in partnership with the pilot schools, governors, pupils and their parents/carers;
* be informed by and supported by consultation with key Croydon stakeholders and partners;
* take into account existing prevention activities in the four schools and the impact of these;
* be informed by learning from the desk based research undertaken into whole school programmes;
* support the implementation of statutory Ofsted requirements, including those focused on safeguarding and well-being;
* provide clear information on how to manage and respond to disclosures made by young people; teachers or other staff working in the school environment;
* have a broad scope, enabling it to be delivered in all schools across London and not just the pilot Croydon schools;
* be embedded into the school curriculum;
* be aligned to existing teacher training requirements;
* have a two-tiered approach – a generic approach that can be utilised with a wide range of age groups and specific tailored approaches that can be utilised to address the specific concerns of the pilot schools.

#

# PART C: GUIDANCE

The purpose of Part C is to provide guidance on how to complete the Specification Criteria (Part D).

# Evaluation Process

**Step 1: Complete Part D: Specification**

Award of the grant will be subject to a competitive process and evaluated by a panel against the requirements outlined in this Invitation to Tender. Bidders need to complete, in full,

PART D: Specification, which contains the following sections:

* Cover sheet
* Essential criteria
* Key criteria
* Check list
1. **Cover Page:** Please complete the cover sheet and provide a signature to confirm the information and costs provided are accurate.
2. **Essential criteria:** All of these requirements must be clearly met and evidenced. If the bid fails any of these criteria *the bid will not progress to the evaluation panel and will not be considered further.*You must confirm (Yes or No) that you meet the requirements and if necessary provide a written response.
3. **Key Criteria**: If the bid meets the essential requirements, then the bids will then be assessed against five Key Criteria. Each evaluation requirement will be scored on a scale from: 0 = Non-compliant, to 5 = Outstanding. See below:

|  |  |  |
| --- | --- | --- |
| **Scoring standards**  | **Criteria**  | **Score**  |
| **Outstanding** | Fully meets the requirement and offers added value - The evidence demonstrates that the requirement is fully met and provides demonstrable added value. | **5** |
| **Good** | Fully meets the requirement - The evidence demonstrates that the requirement is fully met. | **4** |
| **Satisfactory** | Almost meets the requirement - Evidence provided shows that the requirement is met but MINOR reservations exist about the quality or extent of the evidence provided. | **3** |
| **Poor** | Partially meets the requirements - Evidence provided shows that the requirement is partially met but SIGNIFICANT reservations exist about the quality or extent of the evidence provided. | **2** |
| **Unacceptable** | Fails to meet the requirements - Failed to demonstrate or provide evidence of an ability to meet the requirement | **1** |
| **Non-compliant** | Fails to provide the required information. | **0** |

If the overall combined scores for any section is below an average of three, then the overall bid *will fail and will not be considered any further.*

1. **Checklist**: You must complete the Checklist to ensure all required documents have been completed.

**Format and Questions**

* Font should be size 12 Arial;
* Strictly limited to page count outlined under each criteria;
* Additional diagrams, charts must be clearly labelled;
* Copies of requested policies and documents are excluded from the word count.
* Bids should be a maximum of 30 pages in length excluding copies of requested policies and documents).
* Clarification questions should be emailed to **VAWG@mopac.london.gov.uk** All questions submitted will be responded to and made publically available to all bidders on MOPAC’s website. No direct contact should be made with MOPAC officers. Any attempt to communicate may result in your tender being disqualified. All communications should, in the first instance, be sent to **VAWG@mopac.london.gov.uk**

**Step 1: Submit bid**

You should email your bid to the following email address: **VAWG@mopac.london.gov.uk**

If you have not had an acknowledgement from us that we have received the bid within one working day of submission, please contact us to ensure receipt of bid.

**Step 2: Grant Awarded and notice to unsuccessful providers**

Please see the timetable for expected dates of notification. All bidders will be emailed directly to inform them of the outcome of the bid.

# PART D: SPECIFICATION.

**Deadline – 5.00pm 14 October 2016**

# Cover Sheet

|  |
| --- |
| **Co-design of a prevention whole school programme** |
| **Organisation name**  |  |
| **Name\*** |  |
| **Position within the organisation** |   |
| **Address**  |  |
| **Telephone number** |  |
| **Alternative telephone number** |  |
| **Email** |  |
| **Alternative email** |  |
| **Date** |  |
| **Signature** |  |

\*To be signed by an Officer on behalf of the organisation who must have authority to do so.

I certify that the information provided is accurate to the best of my knowledge and that I accept the conditions and undertakings requested in the ITT. I understand and accept that false information could result in rejection of the organisation’s tender.

I also understand that it is a criminal offence, punishable by imprisonment to give or offer any gifts or consideration whatsoever as an inducement or reward to any servant of a Public Body. I also understand that any such action will lead MOPAC to cancel any contract currently in force and will result in rejection of the Company’s application to tender and the cancellation of any contract (if awarded).

# Essential Criteria

| **Ref** | **Essential Criteria** | **Confirm you meet the criteria****Response - no more than 300 words for each point – where relevant** |
| --- | --- | --- |
|  |  | Yes / No  |
| 1 | **Reference**: Provide a minimum of two references. These should be *references* with contact details should there be further questions.  |    |
| 2 | **Accounts**: Provide two years of audited accounts. |    |
| 3 | **Structure Chart and Confirmation of lead:** All bidders must provide a structure diagram, details of the key roles, responsibilities and reporting lines. |    |
| 4 | **Terms and Conditions:** All bidders must indicate that they are content with the terms and conditions as set out in MOPAC’s standard grant agreement. See pages 24-29. |    |
| 5 | **Recent Partners:** All bidders must provide details of the last two areas/organisations, where they have worked together with authorisation for MOPAC to contact them (if not part of your submitted references).  |    |
| 6 | **Safeguarding:** All bidders must provide assurance that front line staff have been DBS checked or provision of appropriate policy and processes to ensure oversight and safeguarding are taken into account when working with young people. All bidders should provide copies of their safeguarding policies and risk management processes. Bidders should also show evidence of safeguarding training. |    |
| 7 | **Equal Opportunities:** All bidders must demonstrate commitment to equal opportunities and understanding of equality issues. All providers and services must be compliant with the public sector equality duty set out in section 149(1) of the Equality Act 2010. This requires MOPAC (and its providers and services) to have due regard to the need to eliminate discrimination, advance equality of opportunity and foster good relations by reference to people with protected characteristics. Equal opportunities policies must be provided. If the bid is from a consortium, these must be provided from all agencies involved. |   |
| 8 | **Budget**: All bidders must provide a breakdown of how funding will be allocated. MOPAC expects proposals to stay within the overall funding, with any on-costs and overheads to be built within this amount.  |    |
| 9 | **Sub-contracting**: All bidders must provide details of any services that may be sub-contracted to a 3rd party during the contract period and must give details of those sub-contractors. |    |
| 10 | **Insurance:**All bidders must have adequate insurance cover (including but not limited to public liability insurance) with regard to liabilities and losses that may arise in connection with the Funded Activities and shall provide evidence of such insurance.Professional Indemnity - £1MEmployers Liability - £10MPublic/Products Liability - £10M |  |
| 11 | **Health and Safety:**Health and Safety (H&S) regulations stipulate if a company has 5 or more employees it is obliged to have a H&S policy. Please confirm the following for all providers:That your organisation has a written Health and Safety at Work Policy? Please confirm your organisation complies with the Health and Safety at Work Act 1974?Your organisation trains its staff in Health and Safety? Please provide a copy of your H&S policy. |  |
| 12 | **Health and Safety continued:**Under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations (1995) (RIDDOR), how many reportable incidents and dangerous occurrences (near misses) has your company had? For each occurrence please define:1. the date(s) when the incident occurred;
2. what the incident involved;
3. how the incident was recorded and
4. what actions have been taken since the occurrence to mitigate future risk.
 |  |

# Key Criteria

| **Ref** | **Criteria** | **Maximum score**  |
| --- | --- | --- |
| 1 | Provide a high level delivery plan for the delivery of this programme of work (November 2016 – June 2017).  | 5 |
|  | **Enter response here** (2 pages maximum in this section)**:**  |
| 2 | All Bidders must assign a dedicated named programme manager/contract manager to manage this programme. Suppliers must provide details regarding the skills, experience and qualifications (CV is acceptable) of the nominated programme manager/contract manager who will be the first point of contact.  | 5 |
|  |  **Enter response here** (1 page maximum in this section)**:** |
| 3 | All bidders must explain how they intend to develop the VAWG prevention whole school programme, how they will work with key stakeholders, how they will engage with Croydon schools and finally how they will ensure that the programme meets with key Ofsted requirements. | 5 |
|  | **Enter response here** (3 pages maximum in this section)**:**  |
| 4 | All bidders must explain their understanding of what is meant by a gendered approach  | 5 |
|  | **Enter response here** (2 pages maximum in this section)**:** |
| 5 | All bidders must explain how they will ensure that the programme can be implemented in all London schools and not just those involved in the pilot. | 5 |
|  | **Enter response here** (2 page maximum in this section)**:** |
| 6 | This VAWG prevention programme will need to address the different needs of the pilot schools that are taking part. All bidders must outline how their approach will take into account the needs of the different schools whilst also providing a generic prevention programme that can be utilised by all London schools. | 5 |
|  | **Enter response here** (2 pages maximum in this section)**:** |
| 7 | All bidders must explain how they will ensure that young people, pilot schools and Croydon colleagues will be engaged in the design of the evaluation specification | 5 |
|  | **Enter response here** (2 page maximum in this section)**:**  |
| 8 | All bidders must outline their expertise and experience of working with schools, young people, parents and carers.  | 5 |
|  | **Enter response here** (2 pages maximum in this section)**:**  |
| 9 | All bidders must outline their expertise and experience of working with a large range of stakeholders, including and not limited to local and regional government; VCS and the police. | 5 |
|  | **Enter response here** (2 pages maximum in this section)**:**  |
| 10 | All bidders must outline their expertise and experience of designing programmes.  | 5 |
|  | **Enter response here** (1 page maximum in this section)**:** |
| 11 | All bidders must outline their expertise and experience of designing evaluation specifications | 5 |
|  | **Enter response here** (2 pages maximum in this section)**:** |  |

# Checklist

|  |  |  |  |
| --- | --- | --- | --- |
| **Number** | **Relevant Section** | **Name of document** | **Have you included?** |
| 1 | Part D | Cover Sheet | Yes / No |
| 2 | Part D  | Essential Criteria  | Yes / No |
| 3 | Part D | Key Criteria | Yes / No |
| 5 | Part D: Section 9: Ref 1 | Two completed references for each provider named on the bid | Yes / No |
| 6 | Part D: Section 9: Ref 2 | Two years audited accounts for each provider named on the bid | Yes / No |
| 7 | Part D: Section 9: Ref 3 | Letter confirming lead organisation and structure diagram | Yes / No |
| 7 | Part D: Section 9: Ref 4 | Terms and Conditions | Yes / No |
|  | Part D: Section 9: Ref 5 | Recent Partners  | Yes / No |
| 8 | Part D: Section 9: Ref 6 | Safeguarding Policy and Risk Management Process for each provider named on the bid | Yes / No |
| 9 | Part D: Section 9: Ref 7 | Equal Opportunities Policy for each provider named on the bid | Yes / No |
|  | Part D: Section 9: Ref 8 | Budget | Yes/No |
|  | Part D: Section 9: Ref 9 | Subcontracting | Yes/No |
| 12 | Part D: Section 12: Ref 10 | Evidence of Insurance Policies  | Yes / No |
| 11 | Part D: Section 12: Ref 11 and 12 | Health and Safety Policy  | Yes / No |
| 15 | Part D: Section 15 (this document) | Check List completed  | Yes / No |
| **Add any additional appendices or supporting information not covered by the above and clearly label.** |
|  |  |  |  |
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**MOPAC Grant Agreement template**

Mayor’s Office for Policing and Crime

and

XXXXX

For the provision of XXXXXXXXX

Dated **FRONT SHEET FOR GRANT AGREEMENT**

**This agreement** is made the day of 2015

**Between**:

(1) The Mayor's Office for Policing And Crime of City Hall, The Queen’s Walk, London SE1 2AA (“**the Authority**”); and

(2) xxxxxx (“**the Recipient**”).

**Background:**

The Authority wishes to provide a grant to the Recipient to assist with the cost of the Funded Activities.

The Recipient has agreed that the grant will be made subject to the terms of this Agreement (comprising this Front Sheet and the attached Terms and Conditions). The Authority considers that the grant will secure or contribute to securing the reduction of crime and disorder in the Metropolitan Police District.

**Funded Activities**

Between 01/04/20XX ("**Start Date"**) and 31/03/20XX ("**End Date**"), the Authority has agreed to provide a Grant in the amount of £xxxxx (the **"Maximum Grant"**) to the Recipient. The purpose of the Grant shall be to provide xxxxxxxx (the **"Funded Activities"**). The Recipient shall be permitted to use the Grant monies to pay for resources to facilitate the Funded Activities ("**Eligible Expenditure**").

**Grant Payment Profile:**

|  |  |
| --- | --- |
| **Quarter 1** |  |
| **Quarter 2** |  |
| **Quarter 3** |  |
| **Quarter 4** |  |

**Signed on behalf of xxxx**

**Authorised signatory**

**Signed on behalf of the Mayor's Office for Policing And Crime**

**Authorised signatory for the Mayor's Office for Policing And Crime**

**Terms and Conditions for Provision of Grant**

* 1.
	2. Definitions and interpretation
		1. In this Agreement, unless the context otherwise requires, the following words have the following meanings:

**"Agreement"** means the agreement between the Authority and the Recipient for provision of the Grant, comprising these Terms and Conditions and the Front Sheet

**"Authority"** means the The Mayor's Office for Policing And Crime of City Hall, The Queen’s Walk, London SE1 2AA

**"Authority Contact Officer"** means the person appointed as such pursuant to clause 19.1

**"Confirmation Certificate"** means the certificate to be completed by the Recipient in accordance with Clauses 4.2 and 6.2 in the form set out as Schedule 1 to these Terms and Conditions

**"Contracting Authority"** means any contracting authority as defined in Regulation 3 of the Public Contracts Regulations 2006

**"Eligible Expenditure"** means the expenditure for which Grant monies may be used as set out on the Front Sheet excluding the items listed in clause 5

**"Expiry Date"** means the date specified as such on the Front Sheet

**"FOI Legislation"** means the Freedom of Information Act 2000, the Environmental Information Regulations 2004 and any subordinate legislation

**"Financial Year"** means the twelve month period falling between 1 April and 31 March inclusive

**"Funded Activities"** means the activities described on the Front Sheet

**"Funding Period"** means the Financial Year(s) and part Financial Year(s) between the Start Date and Expiry Date

**"Grant"** means the grant funding that the Authority has agreed to pay to the Recipient in respect of the Funded Activities as specified on the Front Sheet

**"Grant Payment Profile"** means the details as set out on the Front Sheet and as may be updated by the parties from time to time in accordance with clause 6.5

**"Party"** means the Authority and the Recipient

**"Purpose"** means the purpose of performing the Funded Activities and any other specific purpose(s) identified on the Front Sheet

**"Recipient"** means the party identified as such on the Front Sheet

**"Recipient Contact Officer"** means the person appointed as such pursuant to clause 19.1

**"Start Date"** means the date specified as such on the Front Sheet

**"Terms and Conditions"** means these terms and conditions.

* + 1. In this Agreement, unless the context otherwise requires:
			1. any reference to a person shall be construed as a reference to any person, firm, company, corporation, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) or one or more of the foregoing;
			2. any reference to the singular shall include the plural and vice versa;
			3. references to any party to this Agreement include its successors-in-title and permitted assignees;
			4. any reference to "written" or "writing" includes faxes (but not email) or other transitory forms;
			5. any phrase introduced by the terms "include", "including", "particularly" or "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
	1. Grant offer
		1. Subject to the terms and conditions set out in this Agreement, the Authority offers to pay the Grant to the Recipient as a contribution towards Eligible Expenditure.
		2. The Recipient acknowledges that the Authority agrees to provide Grant funding only up to the maximum amount of Grant specified on the Front Sheet, for the Funding Period and for the Purpose.
		3. The Recipient shall procure that the Grant shall be used solely to meet Eligible Expenditure for the purpose of delivering the Funded Activities.
		4. The Recipient shall perform the Funded Activities in accordance with the information specified on the Front Sheet and using all reasonable care, skill and diligence.
	2. Amount of Grant
		1. The Parties agree that the Grant to be paid by the Authority pursuant to this Agreement shall represent a contribution towards Eligible Expenditure (which include expenses) properly incurred by the Recipient in performing the Funded Activities.
		2. No sums other than those identified on the Front Sheet are payable by the Authority to the Recipient under this Agreement.
	3. Payment of Grant
		1. In support of any payment of Grant, the Recipient shall provide the Authority with the following documents:
			1. a completed Confirmation Certificate; and
			2. such other supporting documentation as the Authority may reasonably specify that evidences the expenditure on Eligible Expenditure.
		2. The Recipient shall provide such additional information and documentation as the Authority may reasonably request to assist the Authority with its assessment of whether Funded Activities have been completed in accordance with the requirements of this Agreement.
		3. The Authority may normally agree to pay Grant monies in advance in circumstances where it is necessary to do so to enable the Funded Activities to progress. If the Authority agrees to pay Grant monies in staged payments, then in order to claim instalments of Grant the Recipient must submit a Confirmation Certificate together with evidence demonstrating that Grant monies paid under the previous instalment of Grant have been used for the purposes of Eligible Expenditure.
	4. Eligible Expenditure
		1. Eligible Expenditure does not include and the Recipient shall not be entitled to claim any Grant funding in respect of:
			1. any expenditure of a party political or exclusively religious nature;
			2. any recoverable VAT incurred;
			3. any expenditure on works or activities which the Recipient or any other person has a statutory duty to undertake;
			4. any liability arising out of negligence on the part of the Recipient or any of its officers, employees or sub-contractors;
			5. any interest on debt;
			6. any costs incurred in relation to the Funded Activities prior to the date of this Agreement.
		2. For the avoidance of doubt, the Grant will only be payable in respect of Eligible Expenditure that is incurred by the Recipient and that is not the subject of any funding received from any co-funder or other third party.
	5. Managing the Grant
		1. At the end of the Funding Period the Recipient shall submit to the Authority a Confirmation Certificate. The Recipient shall ensure that Confirmation Certificates submitted to the Authority pursuant to this Clause 6.1:
			1. are signed by the Recipient’s Treasurer, Chief Finance Officer or equivalent;
			2. contain a detailed breakdown of expenditure by reference to the Grant Payment Profile for the previous Financial Year; and
			3. are accompanied by a statement detailing the outcomes accomplished by virtue of completion of the Funded Activities.
		2. The Recipient shall, as soon as reasonably practicable, report to the Authority any variations to the forecasted spending on the Funded Activity.
		3. If an overpayment of the Grant has been made the Authority shall be entitled to recover the overpayment.
		4. If the timing of completion of any of the Funded Activities changes, the Recipient shall notify the Authority as soon as reasonably practicable of the reasons for the changes and the new anticipated dates for completion. If the proposed new dates for completion of Funded Activities are acceptable to the Authority, the parties shall update the Grant Payment Profile accordingly. If the Authority reasonably considers that the changes to the dates for completion of the Funded Activities places at risk the Recipient's ability to complete the Funded Activities or frustrates the objectives of this Agreement, the Authority shall be entitled to terminate this Agreement immediately upon written notice.
		5. The Recipient shall procure that its Treasurer, Chief Finance Officer, or equivalent shall ensure that:
			1. appropriate professional arrangements are put in place for the management of the Grant and the reporting of expenditure; and
			2. where the Grant is wholly meeting the cost of a specific project the Grant is accounted for and monitored separately from the Recipient’s other funding streams.
		6. The Authority may ask the Recipient to clarify information provided to it in respect of this Agreement. If so, the Recipient shall comply with any reasonable request.
	6. Records to be kept
		1. The Recipient shall:
			1. maintain and operate effective monitoring and financial management systems; and
			2. keep a record of expenditure funded partly or wholly by the Grant, and retain all accounting records relating to this for a period of at least six years after the end of the Funding Period. Accounting records include: original invoices, receipts, minutes from meetings, accounts, deeds and any other relevant documentation, whether in written or electronic form.
	7. Audit and inspection
		1. The Recipient shall, as and when required by such inspecting/auditing parties, permit any officer or officers of the Authority, external auditing bodies (e.g. the National Audit Office, the Audit Commission or appointed third party auditors for the Authority) or their nominees to:
			1. visit its premises and/or otherwise inspect any of its equipment and activities (including any assets funded under the terms of this Agreement);
			2. have access to Recipient personnel for any purpose including ensuring any reasonable security concerns of the Recipient are met; and/or
			3. examine and take copies of the Recipient’s books of account and such other documents or records,

which may reasonably relate to the use of the Grant and/or compliance with the terms of this Agreement (including as may be relevant to an assessment of the economy, efficiency and effectiveness with which the Grant has been used). All such audit assistance shall be provided at no charge to the Authority, the external auditing bodies or their nominees.

* + 1. The Authority shall endeavour, but is not obliged, to provide due notice of the intent to conduct an audit pursuant to Clause 8.1.
		2. The Recipient shall ensure that this Grant falls within the scope of audit as part of the Recipient’s annual internal audit programme. The Recipient shall ensure that the Grant is not separately identifiable in any public accounts or financial reporting issued by the Recipient.
	1. Compliance with applicable law
		1. The Recipient shall ensure that in carrying out the Funded Activities and performing its obligations under this Agreement, the Recipient shall comply with all applicable laws and regulations.
		2. The Recipient shall ensure that no act or omission by itself, its permitted sub-contractors and/or agents acting in connection with this Agreement causes the Authority to be in breach of any applicable laws or regulations.
	2. Value for money
		1. The Recipient shall demonstrate, if required, to the satisfaction of the Authority that it has:
			1. provided best value for money; and
			2. acted in a fair, open and non-discriminatory manner,

in relation to the procurement of goods and services which are procured using Grant monies and in relation to goods and services which the Recipient itself is responsible for delivering in connection with the Funded Activities. The Authority reserves the right to withhold all or any payments of the Grant to the extent it believes the associated goods and/or services do not provide best value for money. The Recipient shall be given reasonable opportunity to provide additional information and submissions to demonstrate that the Recipient has complied with this Clause 10.

* + 1. In procuring any goods or services using Grant monies, the Recipient shall, subject to the terms of this Agreement, ensure that it follows open and competitive procurement procedures.
	1. Withholding and repayment of grant
		1. Subject to Clause 11.3, if the Recipient fails to comply with any of the terms and conditions set out in this Agreement, or if any of the events mentioned in Clause 11.2 occur, then the Authority may reduce, suspend, or withhold Grant payments, or require all or any part of the Grant to be repaid. The Authority shall not unreasonably withhold payment or unreasonably demand repayment from the Recipient. The Recipient shall repay any amount required to be repaid under this Clause within 30 days of receiving the demand for repayment.
		2. The events referred to in Clause 11.1 are as follows:
			1. any information provided in the application for the Grant (or in a claim for payment) or in any subsequent supporting correspondence is found to be incorrect or incomplete to an extent which the Authority considers it to be material;
			2. the Recipient takes what the Authority considers to be inadequate measures to investigate and resolve any reported irregularity;
			3. the Authority reasonably considers that there has been unsatisfactory progress towards completion of the Funded Activities or that there has been a material, adverse change in respect of the nature, expenditure, timing or any other aspect of the Funded Activities or in any of the factors on which the decision to award the Grant was based (including the status of the Recipient); or
			4. the Recipient ceases to operate and/or changes the nature of its operations to an extent which the Authority considers to be significant or prejudicial;
			5. the Recipient is subject to a proposal for a voluntary arrangement or has a petition for an administration order or a winding-up order brought against it; or passes a resolution to wind up; or makes any composition, arrangement, conveyance or assignment for the benefit of its creditors, or purports to do so; or is subject to the appointment of a receiver, administrator or liquidator;
			6. a decision is made by UK Government or by the European Commission and/or an obligation arises under any applicable law which requires that the Grant should be varied, withheld, reduced, cancelled or recovered;
			7. the Authority reasonably considers that payment of the Grant or any part of it would be in breach of European Union state aid rules;
			8. this Agreement is terminated by the Authority under Clause 6.5 or 18.3;
			9. the Authority is unable to provide the Grant funding due to an internal policy decision or due to funding cuts.
		3. If the Grant is withdrawn by the Authority under Clause 11.2.9, the Authority shall not require repayment of any Grant monies paid to the Recipient prior to the date of withdrawal.
	2. Insurance
		1. The Recipient shall ensure at all times maintain adequate insurance cover (including but not limited to public liability insurance) with regard to liabilities and losses that may arise in connection with the Funded Activities and shall provide evidence of such insurance to the Authority on request.
	3. Liability
		1. The Authority does not guarantee or underwrite the performance of any goods or materials purchased using Grant monies.
		2. The Recipient shall indemnify and keep indemnified the Authority, its officers and employees from and against all claims, costs, expenses (including legal and other professional fees and expenses), losses, damages and other liabilities made against, suffered, or incurred by any of them and arising out of or in connection with the Recipient's activities in connection wit the Grant or the Funded Activities, save to the extent that any such claims, costs, expenses, losses, damages or other liabilities were caused by the negligence of the Authority.
	4. Confidentiality
		1. The Recipient shall safeguard and keep confidential any and all confidential information that it may acquire in relation to the business or affairs of the Authority. The Recipient shall not use or disclose the Authority's confidential information except to the extent that such use or disclosure is necessary for the purposes of performing its obligations or exercising its rights under this Agreement. The Recipient shall ensure that its officers and employees and any other persons to whom the confidential information is disclosed comply with the provisions of this Clause 14.
		2. The obligations on the Recipient set out in Clause 14 shall not apply to any information to the extent that such information:
			1. is publicly available or becomes publicly available through no act or omission of that party;
			2. is required to be disclosed by law.
		3. The provisions of this Clause 14 shall survive any termination of this Agreement
	5. Freedom of Information
		1. Each party shall provide all reasonable assistance to the other to enable the other to comply with any request received by it under the FOI Legislation.
		2. The Authority shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Agreement or any other agreement whether information is exempt from disclosure in accordance with the provisions of the FOI Legislation.
		3. Where the Recipient is not an authority for the purposes of the FOI Legislation, in no event shall the Recipient respond directly to a Request for Information unless expressly authorised to do so by the Authority.
	6. Data Protection
		1. For the purposes of this Clause 16, the expressions "personal data" and "process" shall have the meanings given to them in the Data Protection Act 1998.
		2. To the extent that either party is required to process personal data on behalf of the other party for the purposes of performing its obligations under this Agreement, that party shall:
			1. process personal data only in accordance with instructions from the other party;
			2. process personal data only to the extent, and in such manner, as is necessary for the performance of its obligations under this Agreement;
			3. implement appropriate technical and organisational measures to protect the personal data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure and shall ensure that these measures are appropriate taking into account the harm which might result from any unauthorised or unlawful processing, accidental loss, destruction or damage to the personal data and having regard to the nature of the personal data which is to be protected;
			4. not transfer any personal data outside of the European Economic Area without the prior written approval of the other party; and
			5. return the personal data to the other party on termination of this Agreement.
	7. Transparency Agenda
		1. The Recipient acknowledges that the Authority may disclose payments made against this Agreement of value £500.00 and above, in accordance with the Government’s transparency agenda. However, 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.
		2. In circumstances where the Authority may be required to disclose details of payments made under this Grant pursuant to the Government’s transparency agenda, the Authority will use all reasonable endeavours to notify the Recipient in advance of any such required disclosure.
	8. Prevention of Corruption
		1. Each party warrants that this Agreement has not been obtained or entered into as result of an offence committed under section 1, 2 or 6 of the Bribery Act 2010 and where appropriate section 117(2) of the Local Government Act 1972.
		2. Each party shall:
			1. at all times comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010; and
			2. not enter into this Agreement or any other agreement with the other party in connection with which commission has been paid or agreed to be paid by it or on its behalf or to its knowledge, unless before the agreement is made particulars of any such commission and the terms and conditions of any agreement for the payment thereof have been disclosed in writing.
		3. Any breach of this Clause by a party or anyone employed by it acting on its behalf (whether with or without the knowledge of the relevant party) or the commission of any offence by a party or by anyone employed by it or acting on its behalf under the Bribery Act 2010, in relation to this or any other agreement with the other party shall entitle the other party to terminate this Agreement and recover from the breaching party any losses associated with such termination.
	9. Governance
		1. The Authority shall appoint the Authority Contact Officer to represent the Authority as follows:
			1. in respect of day to day all matters relating to this Agreement; and
			2. to liaise with the Recipient Contact Officer.
		2. The Recipient shall appoint the Recipient Contact Officer to represent the Recipient as follows:
			1. in respect of all day to day matters relating to this Agreement; and
			2. to liaise with the Authority Contact Officer.
		3. The Authority Contact Officer shall be responsible for all financial matters relating to the payment of the Grant, including the resolution of any related disputes.
	10. Dispute Resolution
		1. Any dispute arising out of or in respect of this Agreement shall be referred for resolution to the Authority Contact Officer and the Recipient Contact Officer.
		2. Any dispute unresolved within twenty (20) Business Days of referral shall be referred to each parties Treasurer, Chief Finance Officer or equivalent.
	11. General
		1. This Agreement shall constitute the entire agreement and understanding, and shall supersede any previous agreement(s), between the parties in connection with the subject matter of this Agreement.
		2. No variation to this Agreement shall be effective unless made in writing and signed by authorised representatives of both parties.
		3. If any provision in this Agreement is declared void or unenforceable by any court or other body of competent jurisdiction, or is otherwise rendered so by any applicable law, that provision shall to the extent of such invalidity or unenforceability be deemed severable and all other provisions of this Agreement not affected by such invalidity or unenforceability shall remain in full force and effect.
		4. This Agreement is personal to the Recipient and the Recipient shall not be entitled to assign, sub-contract or otherwise dispose of any of its rights or obligations under this Agreement without the prior written consent of the Authority.
		5. Unless expressly stated in this Agreement, nothing in this Agreement shall confer any rights on any person under the Contracts (Rights of Third Parties) Act 1999.
		6. This Agreement shall be governed by and construed in accordance with the law of England and Wales and any dispute arising under or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of England and Wales, to which each of the parties irrevocably submits.



**ANNEX 1: Quarterly monitoring form**

Please complete this quarterly monitoring report for the first three quarters of each financial year for the grant claims for your initiative, providing both financial and non-financial details regarding the progress made to date. This report is to be returned to MOPAC within 4 weeks of the end of each quarter. You will be required to raise an invoice and **payment will follow the receipt of the approved invoice** (assuming satisfactory completion of the monitoring form). For any queries in relation to this form please contact MOPAC.

|  |  |  |
| --- | --- | --- |
|  | **QUARTERS 1-3 RETURN** | **Total (£)** |
| 1 | Grant allocated for year |  |
| 2 | Grant allocated cumulative to this quarter |  |
| 3 | Grant received to date for this financial year |  |
| 4 | Actual cumulative spend to end of quarter |  |
| 5 | Cumulative commitments/forecasts to end of quarter |  |
| 6 | Total actual and committed spend |  |
| 7 | Cumulative variance to date |  |
| 8 | Quarterly claim now made |  |
| 9 | Forecast spend for remaining quarters of year |  |
| 10 | Total actual and forecast spend for year |  |
| 11 | Forecast variance for year |  |

Please note that MOPAC reserves the right to amend any of the forms within the grant agreement as required.

|  |  |
| --- | --- |
| If a variance is reported in line 7, what assurances are in place to confirm that such variance will not occur at the end of the financial year? |  |
|  |  |
|  |  |
|  |  |
|  |  |

**CONFIRMATION BY GRANT RECIPIENT:**

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

|  |  |
| --- | --- |
| **Signature of Chief Executive** |  |
| **Name (printed):** |  | **Date:** |  |

**ANNEX 8: Annual monitoring form**

Please complete this end of year monitoring report by the end of April 2016 with your final expenditure for the period April to March and including details regarding the delivery of the project. The form should be completed and certified by the Recipient’s Treasurer, Finance Officer or equivalent and Locality Director and returned to MOPAC.

|  |  |
| --- | --- |
| **YEAR END RETURN** | **Total (£)** |
| Grant allocated for year |  |
| Grant received to date for this financial year |  |
| Actual spend to date |  |
| Full year variance |  |
| Amount now claimed |  |

Please note that MOPAC reserves the right to amend any of the forms within the grant agreement as required.

|  |  |
| --- | --- |
| If a variance is reported at line 4 please explain the reasons for it?  |  |
| Are there any risks to be highlighted? |  |
| Summary of project achievements (in addition to the reporting against outcomes)  |  |
| Any additional issues which were not anticipated at the start or at the quarterly reporting points? |   |
| Number of referrals:Source of referrals:Referrals engaging with service: |  |
| Cases with police involvement:Cases reaching prosecution:Incident types:Repeat victims: |  |
| Demographics (age, ethnicity, gender, sexuality, sexual identity, faith, disability, borough of residence): |  |
| From service user surveys:Is victim feeling safer?Is victim more confident to access support?Is there an improvement in victim’s quality of life? |  |

**TREASURY, FINANCE OFFICER OR EQUIVALENT CERTIFICATION**

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

1. The information provided is correct; and no other grants or contributions have been or will be payable for the expenditure in respect of the grant being claimed;
2. The expenditure has been incurred only for the purposes set out in the terms and conditions of the grant agreement for the crime prevention fund

|  |  |
| --- | --- |
| **Signature:** |  |
| **Name (printed):** |  |
| **Position:** |  |
| **Date:** |  |

**CHIEF EXECUTIVE DECLARATION**

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

1. The information provided is correct; and that a true account of delivery against the project outcomes has been provided.

|  |  |
| --- | --- |
| **Signature:** |  |
| **Name (printed):** |  |
| **Position:** |  |
| **Date:** |  |

Please note that MOPAC reserves the right to amend any of the forms within the grant agreement as required**.**