

# MOPAC

**MAYOR OF LONDON**  
OFFICE FOR POLICING AND CRIME

**DATED 29<sup>th</sup> July 2022**

**GRANT AGREEMENT between**

**THE MAYOR'S OFFICE FOR POLICING AND CRIME**

**and**

**THE LONDON BOROUGH OF HAVERING**

**MOPAC 784**

for the allocation of London Crime Prevention Fund (LCPF)  
and Children and Adult Safeguarding Boards Funding  
Financial Years **2022/23** to **2024/25**

Mayor's Office for Policing and Crime  
169 Union Street  
London, SE1 0LL

**This Grant Agreement is made on**

**Between**

- (1) **THE MAYOR'S OFFICE FOR POLICING AND CRIME**, of 169 Union Street, London, SE1 0LL (“**MOPAC**”); and
- (2) **THE LONDON BOROUGH OF HAVERING**, whose principal offices are at **Neighbourhoods River Chambers, High Street, Romford, RM1 1HR** (“**the Recipient**”).

**Commissioning Contacts:**

<b>MOPAC</b>		<b>Recipient: The London Borough of Havering</b>	
Name	Krunbir Shergill	Name	Diane Egan
Title	Contracts and Performance Officer	Title	Community Safety and Intelligence Manager
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UK GDPR MOPA C role:	Independent Controller	UK GDPR recipient role:	Independent Controller

**Background**

- A. Under Section 143(3) of the Anti-Social, Behaviour Crime and Policing Act 2014, MOPAC may make grants in relation to services “intended by the local policing body to victims or witnesses of or other persons affected by, offences and anti-social behaviour.”
- B. As part of the London Crime Prevention Fund, MOPAC wishes to provide a grant to the Recipient to assist with the cost of providing the Funded Project.
- C. MOPAC considers that the Funded Project will secure or contribute to preventing crime, reducing reoffending and supporting safer communities, in the Metropolitan Police District.
- D. The Parties agree that the Grant will be made subject to the terms of this Grant Agreement.

**1. Definitions and Interpretation**

- 1.1 In this Grant Agreement, unless the context otherwise requires, the following words have the following meanings:

“**Agreement Information**” means this Grant Agreement in its entirety (including agreed modifications that may be made to the Agreement from time-to-time) and (ii) data extracted from the claims made under this Agreement and accompanying information provided to support these claims which shall consist of the Recipient’s name, details of the claim amount and the activities delivered as part of the Funded Project;

“**Annual Monitoring Return**” means the form set out in Annex 8 (Annual Monitoring Return);

“**Anti-Slavery Policy**” means the Recipient will comply with section 54 of the Modern Slavery Act 2015 and any guidance issued by the Secretary of State under section 54 of that Act;

“**Confidential Information**” means the terms of this Grant Agreement and any and all information (whether written or verbal) that by its nature may reasonably be regarded as

confidential to MOPAC (whether commercial, financial or otherwise) including information which relates to the business affairs, suppliers, know-how or personnel of MOPAC;

**“Data Protection Legislation”**

**means:**

- (a) UK GDPR;
- (b) The Data Protection Act 2018;
- (c) any other applicable law relating to the processing, privacy and/or use of Personal Data, as applicable to either Party and/or to the processing activity undertaken under the arrangement;
- (d) any statutory codes of practice issued by the Information Commissioner in relation to such legislation and;
- (e) any laws which implement any such laws and any laws that replace, extend, re-enact, consolidate or amend any of the foregoing;

**“Eligible Expenditure”** means the items of expenditure set out in Annex 3 (Funding);

**“End Date”** means 31<sup>st</sup> March 2025;

**“Exit Strategy”** has the meaning given to it in clause 8.3;

**“Financial Irregularity”** includes fraud or other impropriety, mismanagement, and the use of the Grant for purposes other than those intended by MOPAC;

**“Financial Year”** means the twelve-month period falling between 1 April and 31 March inclusive;

**“Funded Project”** means the project being delivered by the Recipient as described in Annex 2 (Funded Project);

**“Funding Period”** means Financial Years 2022/23 to 2024/25;

**“Grant”** means the grant funding of up to **GBP Seven Hundred and Ninety-Nine Thousand, One Hundred and One (£799,101)** that MOPAC has agreed to pay to the Recipient for the Eligible Expenditure during the Funding Period. In addition to this, MOPAC will pay the sum of **£10,000** for financial year 2022/2023, which has been allocated for supporting the Borough’s **Children’s and Adult’s Safeguarding Boards** in delivering their safeguarding duties. Please see Annexes 3 and 4 of this Grant Agreement for the allocation of the Grant across the three fiscal years;

**“Grant Agreement”** means this Agreement including the Annexes and any documents referred to in this Agreement;

**“Grant Funding Profile”** means the table as set out in Annex 4 (Payment and Monitoring);

**“Ineligible Expenditure”** means the items set out in clause 5.1 (Ineligible Expenditure);

**“Management Costs”** means costs not directly attributable solely to the delivery of the Funded Project including for example but without limitation to costs of project/programme management and administration in relation to related overheads;

**“Match”** means the Recipient’s contribution by way of match funding and/or match in kind as set out in Part 2 of Annex 3 (Funding) (if applicable);

**“Minimum Standards”** means the key requirements that MOPAC expects the Recipient to meet as part of the Funded Project, and the outputs and outcomes it is expected to deliver, as set out in Annex 5 (Minimum Standards);

**“Parties”** means MOPAC and the Recipient, and “Party” means any one of them;

**“Spend Form”** means the form set out in Annex 6. MOPAC will, in the course of this Agreement, require this information to be submitted through an Online Grant Management System. The MOPAC commissioner will provide instructions on how this will be achieved.

**“Start Date”** means 1<sup>st</sup> April 2022; and

**“Working Day”** means any day other than Saturday, Sunday, a public or bank holiday in England.

- 1.2 In this Grant Agreement, unless the context otherwise requires:
- 1.2.1 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;
  - 1.2.2 any reference to the singular shall include the plural and vice versa;
  - 1.2.3 references to any party to this Grant Agreement include its successors-in-title and permitted assignees;
  - 1.2.4 any reference to "written" or "writing" includes faxes (but not email) or other transitory forms; and
  - 1.2.5 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.

## **2. Duration**

This Grant Agreement shall commence on the Start Date and shall continue in force until the End Date, unless terminated earlier in accordance with clause 7.

## **3. Grant**

- 3.1 Subject to the Recipient complying with this Grant Agreement, MOPAC has agreed to pay the Grant to the Recipient for the Funding Period in accordance with the Grant Funding Profile, as set out in Annex 4. No other sums other than the Grant will be paid by MOPAC to the Recipient.
- 3.2 The Recipient will use the Grant solely for the Eligible Expenditure in order to deliver the Funded Project set out in Annex 2 (Funded Project) in accordance with this Grant Agreement.
- 3.3 The Recipient shall deliver the Funded Project in accordance with Annex 2 (Funded Project) and Annex 5 (Minimum Standards) using all reasonable care, skill and diligence.
- 3.4 The Grant will only be payable in respect of Eligible Expenditure that has been incurred by the Recipient and that is not the subject of any funding received from any co-funder or other third party.
- 3.5 The provision of the Grant amounts to a conditional gift and is therefore not subject to VAT. If, at any time, it is held by the UK government to be subject to VAT, then the Recipient agrees and acknowledges that the Grant shall have included any and all applicable VAT.

## **4. Payment of the Grant**

- 4.1 Payments of the Grant will be made in accordance with this clause 4 and Annex 4 (Payment and Monitoring).
- 4.2 In order for any payment to be released, the Recipient must:
  - 4.2.1 sign and return this Grant Agreement;
  - 4.2.2 submit an invoice in accordance with the deadlines and procedure provided in Annex 4 (Payment and Monitoring);
  - 4.2.3 submit a Spend Form and/or Annual Monitoring Return in accordance with the deadlines set out in Annex 4 (Payment and Monitoring);
  - 4.2.4 submit such other documentation MOPAC reasonably considers that it requires from time to time to evidence Eligible Expenditure and evaluate the Funded Project; and
  - 4.2.5 be in compliance with this Grant Agreement.
- 4.3 MOPAC will not be required or be liable to pay all or part of the payments of the Grant if such documentation referred to in clause 4.2 above is not received by the relevant deadlines. If such

documentation is not received, the relevant sums shall be deemed to be underspend.

- 4.4 MOPAC is not permitted to pay the Grant in advance of need. If MOPAC reasonably believes that payment is being made in advance of need, it may change the timing and/or the amount of any outstanding Grant payments.
- 4.5 Where payment of the Grant is conditional upon the Recipient providing Match as set out in Annex 3 (Funding), the Recipient will:
- 4.5.1 procure that the Match (or any part of it) is not used for Ineligible Expenditure;
  - 4.5.2 notify MOPAC in writing immediately of any failure by the Recipient or a third party to provide all or part of the Match or any circumstance that affects or might affect the payment or availability of such Match; and
  - 4.5.3 notify MOPAC of any additional confirmed match funding or match in kind to that set out under Annex 3 (Funding). MOPAC reserves the right to reduce the Grant in light of additional match funding or match in kind.

## **5. Ineligible Expenditure**

- 5.1 Without prejudice to the fact the Recipient must only use the Grant for the Eligible Expenditure, the Recipient must not use any part of the Grant for:
- 5.1.1 any expenditure of a party political or exclusively religious nature;
  - 5.1.2 any recoverable VAT incurred;
  - 5.1.3 any expenditure on works or activities which the Recipient or any other person has a statutory duty to undertake;
  - 5.1.4 any liability arising out of negligence on the part of the Recipient or any of its officers, employees or sub-contractors;
  - 5.1.5 any interest on debt;
  - 5.1.6 any expenditure of the Metropolitan Police Service without specific formal written approval from MOPAC; for the avoidance of doubt this includes expenditure already outlined in Annex 3 (Funding). This is to avoid indirect funding and the potential for duplicating provision. This includes the purchase of police officers under 'Match Funding' or 'Cost Sharing' schemes;
  - 5.1.7 any purchase of capital items above a value of £1,000 without prior formal written approval from MOPAC;
  - 5.1.8 any expenditure on Management Costs exceeding 10% of the total Grant;
  - 5.1.9 any costs incurred in relation to the Funded Project prior to the Start Date; or
  - 5.1.10 any expenditure on activities that do not comply with the Minimum Standards.

## **6. Managing the Grant**

- 6.1 Notwithstanding the requirement in clause 4.2.3, the Recipient must notify MOPAC as soon as reasonably practicable if any underspend of the Grant is forecast.
- 6.2 If by the End Date there is any underspend of the Grant, then the Recipient will repay the amount of such underspend to MOPAC within thirty (30) calendar days of the End Date.
- 6.3 If any overpayment of the Grant has been made, MOPAC will recover the payment from the Recipient.
- 6.4 The Recipient's Chief Executive will ensure that appropriate professional arrangements are put in place for the management of the Grant and any Match (where it is a condition of the Grant), and the reporting of expenditure of the Grant and any Match (if applicable). The Chief Executive must take all necessary steps to ensure that the Grant is accounted for and monitored separately from the Recipient's other funding streams.
- 6.5 The Recipient will take all reasonable endeavours to deliver the Funded Project in accordance with the timescales set out in Annex 2 (Funded Project). If completion looks unlikely within the

timetable, the Recipient is required to notify MOPAC as soon as possible.

- 6.6 Any unspent funding of the Grant cannot be carried over to the following financial year without the express consent of MOPAC.
- 6.7 The Recipient must inform MOPAC within ten (10) working days of the relevant deadline in Annex 4 (Payment and Monitoring) of any unspent funding for that period to enable the effective financial management of the Grant.

## **7. Breach of Grant Agreement, Withholding and Repayment of the Grant**

- 7.1 MOPAC may (at its absolute discretion) reduce, suspend, or withhold Grant payments, or require all or any part of the Grant to be repaid and, at its option, terminate this Grant Agreement by giving written notice to the Recipient (with such termination to take effect either immediately or at the end of such notice period as MOPAC may stipulate) if any of the following events occur:
  - 7.1.1 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 MOPAC considers to be material;
  - 7.1.2 the Recipient takes what MOPAC considers to be inadequate measures to investigate and resolve any Financial Irregularity or MOPAC reasonably concludes the Grant is at risk of being misapplied;
  - 7.1.3 MOPAC reasonably considers that there has been unsatisfactory progress towards completion of the Funded Project or that there has been a material change in respect of the nature, expenditure, timing or any other aspect of the Funded Project or in any of the factors on which the decision to award the Grant was based (including the status of the Recipient);
  - 7.1.4 in MOPAC's opinion the Recipient fails to deliver or unsatisfactorily delivers the Funded Project and/or MOPAC reasonably considers that the Funded Project do not comply with the Minimum Standards;
  - 7.1.5 the Recipient fails to comply with any of the terms and conditions set out in this Grant Agreement;
  - 7.1.6 a decision is made by UK Government or an obligation arises under any applicable law which requires that the Grant should be varied, withheld, reduced, cancelled or recovered;
  - 7.1.7 MOPAC's ability to provide the Grant is affected due to an internal policy decision or due to funding cuts;
  - 7.1.8 the Recipient purports to transfer or assign any rights, interests or obligations arising under this Grant Agreement without the prior agreement of MOPAC;
  - 7.1.9 the Recipient changes the nature of its operations to an extent which MOPAC considers to be significant or prejudicial;
  - 7.1.10 the composition of the Recipient changes or 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; or
  - 7.1.11 the Recipient engages or permits any act which may be derogatory to MOPAC, its product or services, its brands or trademarks, or is likely in any way to damage or impair the high standing or reputation of MOPAC.
- 7.2 The Recipient shall notify MOPAC immediately and provide MOPAC with a full written explanation if any of the circumstances in clause 7.1 above arise.
- 7.3 It is hoped that most difficulties encountered by the Recipient can be overcome with the advice and support of MOPAC and if MOPAC becomes entitled to exercise its rights under clause 7.1, it may nevertheless decide not to exercise those rights, or not to exercise them to the fullest extent possible, or to delay in exercising those rights. However, any decision not to exercise

MOPAC's rights under clause 7.1, or to exercise them only partially or to delay in exercising them, may be made on conditions which will be notified to the Recipient. If the Recipient complies with those conditions MOPAC shall not take any further action under clause 7.1. If the Recipient breaches any of those conditions, or commits any new breach of this Grant Agreement, then MOPAC shall again be entitled to exercise all or any of its rights under clause 7.1.

- 7.4 In the event that MOPAC exercises its right to terminate the Grant Agreement under clause 7.1, the Recipient shall repay to MOPAC such amounts of the Grant paid to the Recipient prior to termination as MOPAC (acting reasonably) deems appropriate.
- 7.5 The Recipient must repay MOPAC any amount required to be repaid under this clause 7 within thirty (30) calendar days of receiving the demand for repayment.
- 7.6 Without prejudice to its other rights under this Grant Agreement, MOPAC may terminate this Grant Agreement at any time by giving three (3) calendar months' notice in writing to the Recipient. At the end of that period the Recipient must provide a final claim.
- 7.7 If MOPAC exercises its right under clause 7.1, MOPAC will pay the Recipient a pro-rated sum of any Eligible Expenditure properly incurred and for which it has yet to invoice MOPAC provided always that the Recipient provides MOPAC with an invoice for the same with all supporting documentation required by MOPAC in accordance with clause 4 of this Grant Agreement.

## **8. Consequences of Termination or Expiry of Grant Agreement**

- 8.1 The termination or expiry of the Grant Agreement shall not prejudice or affect any right, power or remedy which has accrued or shall accrue to either Party prior to or after such termination or expiry.
- 8.2 On termination or expiry of this Grant Agreement:
  - 8.2.1 the relationship of the Parties shall cease and this Grant Agreement shall cease to have effect save as (and to the extent) any provision which expressly or by implication is intended to come into or remain in force on or after termination shall continue in full force and effect;
  - 8.2.2 the Recipient shall promptly return to MOPAC or dispose of in accordance MOPAC's instructions all information, other data and documents and copies thereof disclosed or supplied to the Recipient by MOPAC pursuant to or in relation to this Grant Agreement; and
  - 8.2.3 the Recipient must as soon as reasonably practicable return to MOPAC any assets or property or any unused funds (unless MOPAC gives its written consent to their retention) then in its possession in connection with this Grant Agreement.
- 8.3 Unless notified otherwise by MOPAC, the Recipient will agree with MOPAC an exit strategy (the "**Exit Strategy**") at least three (3) months in advance of the End Date to minimise the impact of the end of the Grant on the Funded Project. This will include risk management around support of the client group.
- 8.4 The Exit Strategy will set out the provisions for exiting the Grant Agreement in a controlled manner and where appropriate, handing over activity or referring participants to an alternative provider. This should include any pre and post termination support and activity required.
- 8.5 The Recipient shall fully cooperate with MOPAC and any new recipient during the exit and handover and meet all reasonable requests for support within reasonable timescales.
- 8.6 If any part of the Funded Project is being transferred to an alternative provider, to the extent permissible by Data Protection Legislation, the Exit Plan will include the following (this is not an exhaustive list):
  - 8.6.1 access to staff for communication and training purposes;
  - 8.6.2 data sharing with any future service provider;
  - 8.6.3 licence or transfer of any Intellectual Property Rights if appropriate; and

8.6.4 agreement to the classification and transfer of any assets.

## **9. Financial Accountability and Records**

9.1 The Recipient must ensure that the requirements set out in this Grant Agreement, and in any clarification or guidance issued from time to time by MOPAC, are complied with. In particular, the Recipient must:

9.1.1 agree in writing in advance with MOPAC any changes to any of the Funded Project;

9.1.2 establish, implement, maintain and operate effective monitoring and financial management systems so that as a minimum the costs funded by the Grant can be clearly identified and the propriety and regularity of all payments and handling of the Grant are ensured;

9.1.3 notify MOPAC immediately of any Financial Irregularity in the use of the Grant is suspected, and indicate the steps being taken in response;

9.1.4 keep a record of expenditure incurred funded partly or wholly by the Grant and, where applicable, all expenditure and activity in relation to Match, and retain all accounting records relating to these for a period of at least seven (7) years after the end of the Funding Period. Accounting records include: original invoices, receipts, minutes from meetings, accounts, deeds, and any other relevant documentation, whether in writing or electronic form;

9.1.5 keep and maintain records to demonstrate that the delivery of the Funded Project is in line with the Minimum Standards and/or the outputs and outcomes as detailed in Annex 5 (Minimum Standards); and

9.1.6 keep and maintain such other records as may be required by MOPAC or any other party commissioned by MOPAC from time to time to undertake an evaluation of the Grant, and, or services funded by MOPAC more broadly.

9.2 Where the Recipient is acting as the lead partner for a consortium, each partner should provide to the lead partner:

9.2.1 an annual, written statement, signed by the partner's treasurer, of how the money was spent; and

9.2.2 a signed undertaking that the partner(s) will retain such documents for the period prescribed above.

9.3 MOPAC and any person nominated by MOPAC has the right to audit any and all such evidence provided in accordance with clauses 9.1.4, 9.1.5 and 9.1.6 at any time during the seven (7) years after the end date of the Funding Period on giving reasonable notice (whether in writing or verbally) and at any reasonable time to inspect any aspect of the Recipient's delivery of the Funded Project and the Recipient shall give all reasonable assistance to MOPAC or its nominee in conducting such inspection, including making available documents and staff for interview;

9.4 The Recipient will cooperate with MOPAC and provide access to such other records required under this clause 9 within such time period as reasonably requested by MOPAC and will provide any such assistance to MOPAC or such other parties as reasonably required by them to conduct an evaluation of such records efficiently and effectively.

## **10. Audit and Inspection**

10.1 The Recipient shall, as and when required by MOPAC or any other inspecting/auditing parties, permit any officer or officers of MOPAC, external auditing bodies (e.g. the National Audit Office, the Audit Commission or appointed third party auditors for MOPAC) or their nominees to:

10.1.1 visit its premises and/or otherwise inspect any of its equipment and activities (including any assets funded under the terms of this Grant Agreement);

10.1.2 have access to Recipient personnel for any purpose including ensuring any reasonable security concerns of the Recipient are met; and/or

10.1.3 (complying at all times with Data Protection Legislation) examine and take copies of the Recipient's books of account and such other data, information, documents or



records,

which may reasonably relate to the use of the Grant and/or compliance with the terms of this Grant 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 MOPAC, the external auditing bodies or their nominees.

- 10.2 MOPAC shall endeavour, but is not obliged, to provide due notice of the intent to conduct an audit pursuant to clause 10.1.
- 10.3 The Recipient shall ensure that this Grant Agreement falls within the scope of the audit as part of the recipient's annual internal and external audit programme.
- 10.4 The value and purpose of this Grant shall be identified separately in the Recipient's audited accounts (or the notes thereto).

## **11. Compliance with Applicable Law**

- 11.1 The Recipient shall ensure that it, and anyone acting on its behalf, in delivering the Funded Project and performing its obligations under this Grant Agreement, complies with all applicable laws and regulations for the time being in force in England and Wales, and in particular the Recipient shall:
  - 11.1.1 take all necessary steps to secure the health, safety and welfare of all persons involved in or attending the Funded Project;
  - 11.1.2 have in place appropriate equal opportunities and complaints policy/procedures and shall not unlawfully discriminate against any person;
  - 11.1.3 ensure it complies and its suppliers and sub-contractors comply, with the provisions of Bribery Act 2010 and any guidance issued by the Secretary of State under the same (whether or not so obliged expressly by that act or such guidance); and
  - 11.1.4 comply with the requirements of the Data Protection Legislation.
- 11.2 The Recipient shall ensure that no act or omission by itself, its permitted sub-contractors and/or agents acting in connection with this Grant Agreement causes MOPAC to be in breach of any applicable laws or regulations.
- 11.3 The Recipient warrants that it has or will obtain the necessary authority (legislative or otherwise) to deliver the Funded Project.
- 11.4 Without prejudice and in addition to clauses 11.1 and 11.3, before the Start Date, the Recipient will:
  - 11.4.1 undertake Disclosure and Barring Service checks in respect of all persons engaged in or about the Funded Project (by the Recipient, any agent, sub-recipient of the Grant, contractor or sub-contractor) where such persons shall be working with children or vulnerable persons or have access to personal data (as defined in Data Protection Legislation) concerning such children and vulnerable persons in relation as part of the Funded Project; and

## **12. Procurement Procedures**

- 12.1 The Recipient must secure value for money in all purchases of goods and services. The Recipient shall demonstrate, if required, to the satisfaction of MOPAC that it has:
  - 12.1.1 provided best value for money; and
  - 12.1.2 acted in a fair, open and non-discriminatory manner,in relation to the procurement of goods and services which are procured using the Grant and in relation to goods and services which the Recipient itself is responsible for delivering in connection with the Funded Project. MOPAC 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.
- 12.2 In procuring any goods or services using the Grant, the Recipient shall, subject to the terms of

this Grant Agreement, ensure that it follows open and competitive procurement procedures in accordance with all relevant law and policies including the Public Contracts Regulations 2015 and MOPAC's Contracts and Funding Code.

- 12.3 The Recipient must ensure it complies with requirements of all relevant legislation when procuring works, goods or services as appropriate using the Grant. MOPAC is not responsible for the Recipient's procurement decisions.

### **13. Conflict of Interest and Financial or other Irregularities**

- 13.1 Members, trustees and employees of the Recipient shall avoid, so far as reasonably possible, any conflicts of interest.
- 13.2 The Recipient must set up formal procedures to require all such persons to declare any personal or financial interest in any matter concerning the Recipient's activities and to be excluded from any discussion or decision-making relating to the matter concerned, unless otherwise allowed by law.
- 13.3 If the Recipient has any grounds for suspecting Financial Irregularity in the use of any part of the Grant paid under this Grant Agreement, it must notify MOPAC immediately, explain what steps are being taken to investigate the suspicion, and keep MOPAC informed about the progress of the investigation.
- 13.4 For the purposes of 13.2, "personal or financial interest" means an interest of a financial, monetary, economic, personal or other material nature of such member, trustee or employee of the Recipient and/or their close relative, spouse, civil partner or other long term partner which a reasonable member of the public might regard as being so significant as to affect the judgement of the person concerned.

### **14. Insurance Coverage**

- 14.1 The Recipient shall ensure that it maintains in force with adequate insurance coverage, policies of insurance with an insurance company of long-standing and good repute in respect of:
- 14.1.1 public liability insurance; and
- 14.1.2 such other insurance as may be required in order to fulfil the conditions of this Grant Agreement including (without limitation) employers liability insurance.
- 14.2 Where the Recipient is a public body and has in place appropriate self-insurance arrangements, the Recipient may upon providing MOPAC with written evidence, request, and MOPAC, acting reasonably, may agree that the provisions of clause 14.1 above shall be waived.
- 14.3 The Recipient shall on the written request of MOPAC from time to time allow MOPAC to inspect and/or provide MOPAC with evidence that it has all necessary policies of insurance (or subject to clause 14.2, self-insurance arrangements) in place.

### **15. Liability**

- 15.1 The Recipient shall be liable for and indemnify and keep indemnified MOPAC, 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 management (including financial management) of the Grant and delivery of the Funded Project, save to the extent that any such claims, costs, expenses, losses, damages or other liabilities were caused by MOPAC's negligence.
- 15.2 Limitation period clause

The time limits for actions brought in respect of this Agreement shall be in accordance with the time limits set out in section 8 of the Limitation Act 1980.

### **16. Publicity and External Reports**

- 16.1 Subject to clause 16.2, the Recipient shall ensure that, where appropriate, publicity is given to the Funded Project and the fact that MOPAC is financially supporting the Funded Project. In acknowledging the contribution made by MOPAC, the Recipient must also comply with any

guidance on publicity provided by MOPAC and subject to clause 17.3, MOPAC's logo shall be used wherever possible.

- 16.2 All publicity generated by the Recipient referring to MOPAC and/or the Funded Project must be approved in writing at least five (5) working days in advance of any release of publicity material (in any form) by MOPAC. The Recipient shall also ensure that any proposals for any launch or other related publicity activity are approved in writing by MOPAC at least one month before the date of such proposed launch or other related publicity activity.
- 16.3 The Recipient shall ensure that it does not by its own actions or omissions, or those of its contractors or agents, harm MOPAC's reputation or bring MOPAC into disrepute.
- 16.4 MOPAC will be entitled to:
  - 16.4.1 publish a summary of the Funded Project on its website;
  - 16.4.2 distribute details of the Funded Project to relevant partners within London and the criminal justice system, including local authority contacts; and
  - 16.4.3 publicly acknowledge the Funded Project including (without limitation) in speeches, announcements and reports.
- 16.5 The Recipient will send any reports in relation to the Funded Project that are to be sent to any external parties (including central government, voluntary and community organisations or any statutory organisations) to MOPAC in advance for its review and comment. The Recipient will consult with MOPAC in relation to such reports and will take into account any reasonable amendments required by MOPAC.
- 16.6 The Recipient will provide such information and data as reasonably required by MOPAC (including, without limitation the personal data specified in Appendix 1 of Annex 9 (Data Protection)) in order for MOPAC to evaluate the Funded Project.

## **17. Intellectual Property Rights**

- 17.1 The Recipient shall grant MOPAC at no cost an irrevocable, royalty-free, perpetual licence to use and to sub-license the use of any material created by the Recipient under the terms of this Grant Agreement for such purposes as MOPAC shall deem appropriate. This includes the information provided by the Recipient as part of the review process for the proposals to utilise the Grant.
- 17.2 Without prejudice to clause 17.1, if any part of the Grant is used directly or indirectly to purchase or develop any Intellectual Property Rights then the Recipient shall take all necessary steps to protect such rights and hereby grants a perpetual, royalty-free licence to MOPAC to use the same for the purposes related to, and connected with, policies, initiatives and campaigns, and related to, or connected with, MOPAC's discharge of its statutory duties and powers.
- 17.3 Publicity and written material relating to the Funded Project shall acknowledge the Grant from MOPAC either in the body of the copy or with 'Funded by:' written alongside MOPAC's logo (to be provided by MOPAC to the Recipient on a limited, non-transferable, royalty free, non-exclusive, non-sub-licensable and revocable licence to be used solely in accordance with this clause 17.2).

## **18. Confidentiality**

- 18.1 Subject to clauses 18.2 and 18.4, the Recipient shall:
  - 18.1.1 safeguard and keep confidential the Confidential Information; and
  - 18.1.2 not use or exploit the Confidential Information in any way except for the purpose of performing its obligations or exercising its rights under this Grant Agreement.
- 18.2 The Recipient shall not disclose the Confidential Information except to directors, officers and employees of the Recipient provided that such disclosure is strictly on a need-to-know basis to those directors, officers and employees who are directly connected with the delivery of the Funded Project.
- 18.3 The Recipient shall ensure that all persons and bodies mentioned in clause 18.2 above and any other persons to whom the confidential information is disclosed (i) are made aware, prior

to the disclosure of the Confidential Information, of the confidential nature of that information and (ii) comply with the provisions of this clause 18.

18.4 The obligations on the Recipient set out in this clause 18 shall not apply to any information to the extent that such information:

18.4.1 is publicly available or becomes publicly available through no act or omission of that Party; or

18.4.2 is required to be disclosed by law.

## **19. Data Protection, Freedom of Information and Transparency**

19.1 Both Parties shall comply with their respective obligations in Annex 9 (Data Protection).

19.2 The Freedom of Information Act 2000 (“**FOIA**”) gives a general right of access to information held by a public authority. Subject to any exemptions applicable, the Recipient shall co-operate fully with MOPAC as reasonably requested by MOPAC in respect of any request for information made to MOPAC in connection with this Grant Agreement pursuant to the FOIA.

19.3 The Recipient acknowledges and agrees that:

19.3.1 MOPAC is committed to openness and transparency and notwithstanding clause 18, the Recipient hereby gives its consent for MOPAC to publish the Agreement Information to the general public; and

19.3.2 MOPAC may in its absolute discretion redact all or part of the Agreement Information prior to its publication. In so doing and in its absolute discretion the Authority may take account of the exemptions/exceptions that would be available in relation to information requested under FOIA. The Authority may in its absolute discretion consult with the Recipient regarding any redactions to the Agreement Information to be published pursuant to this clause 19.3. The Authority shall make the final decision regarding publication and/or redaction of the Agreement Information.

19.4 For the avoidance of doubt in the event that the Authority consents to the Recipient’s disposal or cessation of use in the Project of any Capital Asset (pursuant to clause 9.5) the Recipient shall ensure all data collected used or in any way related to or connected with the Project is erased (so that it cannot be recovered there from) from the Capital Assets to which such consent relates.

## **20. Agency**

20.1 The Recipient is not and shall in no circumstances hold itself out as being the agent or partner of MOPAC.

20.2 The Recipient is not and shall in no circumstances hold itself out as being authorised to enter into any contract on behalf of MOPAC, or in any other way to bind MOPAC, to the performance, variation, release or discharge of any obligation or power; or to make any statement on behalf of MOPAC (unless approved in writing in advance).

20.3 The employees of the Recipient are not, shall not hold themselves out to be, and shall not be held out by the Recipient as being, employees of MOPAC for any purpose whatsoever.

## **21. Notices**

21.1 Any notice, demand or communication between MOPAC and the Recipient required under the terms of this Grant Agreement shall be in writing and may be delivered by email or first class registered post addressed to the named contacts (as applicable) at the addresses mentioned in Annex 1 (Contact Information) or to such other named contact and/or address as the Parties may notify the other from time to time.

21.2 The notice, demand or communication will be deemed to have been duly served:

21.2.1 if delivered by first class registered post, two (2) working days after being posted; or

21.2.2 if delivered by email, at the time of sending or if such email is sent after 5pm on a working day, at 9am on the next working day.

## **22. Corrupt Gifts and Payments of Commission**

The Recipient shall be compliant with the MOPAC's Anti-bribery and Corruption Policy at all times and not receive or agree to receive from any person, or offer or agree to give to any person, or procure for any person, any gift or consideration of any kind as an inducement or reward for doing or not doing anything, or for showing favour or disfavour to any person in relation to the subject matter of this provision.

## **23. Sub-contracting and Assignment**

The Recipient shall not sub-grant or transfer, assign, charge, or otherwise dispose of its right and/or obligations under the Agreement or any part thereof without the prior written consent of the MOPAC. Where the Recipient enters into a contract with a supplier or sub-contractor for the purpose of delivering the Grant Agreement or any part of it, it shall ensure that the sub-contract requires payment within a maximum period of 30 days from receipt of a valid invoice as defined by the Grant Agreement.

## **24. London Living Wage**

- 24.1 For the purposes of this Clause, unless the context indicates otherwise, the expression "London Living Wage" means a basic hourly wage as updated from time to time by the GLA Economics Unit or any relevant replacement organisation and as notified to the Recipient.
- 24.2 The Recipient acknowledges and agrees that the Mayor of London pursuant to section 155 of the GLA Act has directed that members of the Authority Group ensure that the London Living Wage is paid to anyone engaged by any member of the Authority Group who is required to discharge contractual obligations in Greater London or on the Authority's estate.
- 24.3 Without prejudice to any other provision of this Agreement, the Recipient shall:
- 24.3.1 ensure that none of its employees, including sub-contractors, engaged in the provision of the Services (in Greater London or on the Authority's estate but not otherwise) is paid an hourly wage (or equivalent of an hourly wage) less than the London Living Wage;
  - 24.3.2 ensure that none of its employees, including sub-contractors, engaged in the provision of the Services is paid less than the amount to which they are entitled in their respective contracts of employment;
  - 24.3.3 provide to the Authority such information concerning the London Living Wage and as the Authority or its nominees may reasonably require from time to time;
  - 24.3.4 disseminate on behalf of the Authority to its employees engaged in the provision of the Services such perception questionnaires as the Authority may reasonably require from time to time and promptly collate and return to the Authority responses to such questionnaires;
  - 24.3.5 co-operate and provide all reasonable assistance in monitoring the effect of the London Living Wage;
  - 24.3.6 For the avoidance of doubt, the Recipient shall implement any updated London Living Wage on or before 1 April in the year following notification of such updated London Living Wage;
  - 24.3.7 MOPAC reserves the right to audit (acting by itself or its nominee(s)) the provision of the London Living Wage to the Recipient's staff and the staff of its sub-contractors and;
  - 24.3.8 Any breach by the Recipient of the provisions of this Clause 24 shall be treated as a material breach capable of remedy in accordance with Clause 8.

## **25. Whistle Blowing**

25.1 The Recipient must have in place, and comply with, a Whistle Blowing policy, which Under the Employment Rights Act 1996, workers who suspect wrongdoing in the workplace and disclose their concerns (i.e. a "Whistle Blower") are protected from dismissal and from being subjected to detrimental treatment or victimisation, provided certain criteria are met. These provisions derive from the Public Interest Disclosure Act 1998, which introduced additional sections into the Employment Rights Act 1996. The Recipient can request to see a copy of MOPAC's Policy for reference purposes.

## **26. Duty to Report Concerns**

26.1 The Recipient has a duty to report issues and concerns raised with them, under this agreement, to MOPAC lead commissioner. In this instance it is the named officer defined under **Commissioning Contacts**.

## **27. Safeguarding**

27.1 The Recipient must have in place, where applicable to the service provision, (and maintain throughout the continuance of the Project) appropriate child and vulnerable persons safeguarding policies, which must, for the avoidance of doubt meet any requirements of the MOPAC's related policies.

27.2 This includes, but is not limited to, the recipients ensuring that its staff and sub-contractors comply and assist MOPAC to comply with the Prevent Duty within the Counter-Terrorism and Security Act 2015 which sets out a duty for specified authorities (and their contractors) to have due regard to the need to prevent people from being drawn into terrorism.

27.3 The Recipient must have in place, where applicable to the service provision, arrangements for safeguarding vulnerable person and aware of the appropriate actions to undertake if they witness or suspect a child or vulnerable adult is at risk of abuse or incidents(s) of abuse is reported.

27.4 The Recipient must ensure all staff members and volunteers receive appropriate safeguarding training and that this training is up to date.

## **28. General**

28.1 The provisions of clauses 6.2, 7.4, 7.5, 8, 9, 10, 11, 15, 18, 19, 20, 28.2 and 28.8 shall survive (in whole or in part) the termination or expiry of this Grant Agreement and continue in full force and effect, along with any other provisions of this Grant Agreement necessary to give effect to them. In addition, any other provision of the Grant Agreement, which by its nature or implication (including in respect of accrued rights and liabilities) is required to survive the termination or expiry of the Grant Agreement, shall survive such termination or expiry as aforesaid.

28.2 This Grant Agreement sets out the entire agreement between the Parties. It replaces all previous negotiations, agreements, understandings and representations between the Parties, whether oral or in writing. The Parties acknowledge that they are not relying on any representation, agreement, term or condition, which is not set out in this Grant Agreement.

28.3 Any amendments to this Grant Agreement shall only be valid if they are in writing and signed by an authorised representative of both Parties.

28.4 If any provision in this Grant 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 Grant Agreement not affected by such invalidity or unenforceability shall remain in full force and effect.

28.5 This Grant 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 Grant Agreement without the prior written consent of MOPAC.

28.6 Unless expressly stated in this Grant Agreement, nothing in this Grant Agreement shall confer any rights on any person under the Contracts (Rights of Third Parties) Act 1999.

- 28.7 No waiver of any of the provisions of this Grant Agreement shall be effective unless expressly stated to be waived and communicated in writing to the other Party.
- 28.8 This Grant Agreement may be entered by any number of counterparts and by each party on separate counterparts and by each signatory on separate copies as if a separate counterpart. Each counterpart is an original, but all counterparts shall together constitute one single Grant Agreement between the parties.
- 28.9 Transmission of an executed counterpart of this Grant Agreement (but for the avoidance of doubt not just a signature page) by (a) fax or (b) email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this agreement. If either method of delivery is adopted, without prejudice to the validity of the agreement thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.
- 28.10 This Grant 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 Grant Agreement shall be subject to the exclusive jurisdiction of the courts of England and Wales, to which each of the Parties irrevocably submits.

**This Grant Agreement has been executed and is delivered and takes effect on the date stated at the beginning of it.**

“This Grant Agreement may be executed by the electronic application of their authorised signatories’ signatures and provision of electronic copies of the same.”

The Parties agree to comply with the terms of this Agreement in consideration of the payment by each Party to the other of the sum of one pound (£1), the receipt and sufficiency of which is acknowledged by each Party.

**MAYOR'S OFFICE FOR POLICING AND CRIME (MOPAC)**

MOPAC Authorised Officer Name: **Lisa Kitto**

Designation: **Interim Chief Finance Officer**

Signature:

Date:

**THE LONDON BOROUGH OF  
HAVERING**

Authorised Officer Name:

Designation:

Signature:

Date:



## Annex 1

### Contact Information

#### MOPAC

Main contact name	Krunbir Shergill
Position in organisation	Contracts and Performance Officer
Postal address including postcode	169 Union Street, London, SE1 0LL
Email	<a href="mailto:Krunbir.Shergill@mopac.london.gov.uk">Krunbir.Shergill@mopac.london.gov.uk</a>
Telephone number	n/a
Mobile telephone number	07851384793

#### Recipient: THE LONDON BOROUGH OF HAVERING

Main contact name	Diane Egan
Position in organisation	Community Safety and Intelligence Manager
Postal address including postcode	Neighbourhoods River Chambers High Street Romford RM1 1HR
Email	<a href="mailto:Diane.Egan@havering.gov.uk">Diane.Egan@havering.gov.uk</a>
Telephone number	01708 432927
Mobile telephone number	n/a

## Annex 2

### Funded Project

**Funded Project: Domestic Abuse Perpetrator Programme**  
**Amount: £90,000**

Primary PCP Area: Violence Prevented and Reduced  
 Secondary PCP Area (optional): VAWG Perpetrators  
 Primary Project Category:  
 Secondary Project Category (optional):

Funding Breakdown	2021/22	2022/23	2023/24
<b>Funding for staff posts:</b>	£27,000	£27,000	£27,000
<b>Funding for equipment:</b>	£0	£0	£0
<b>Funding for management costs:</b>	£3,000	£3,000	£3,000
<b>Funding for capital expenditure:</b>	£0	£0	£0
<b>Other expenditure (please provide details below):</b>	£0	£0	£0
<b>Total</b>	<b>£30,000</b>	<b>£30,000</b>	<b>£30,000</b>

Describe the project, including overarching aims, context of need and funded activities (300 words):

From 1st October 2020 to 30th September 2021 there were 2,571 domestic violence crimes and 4,364 domestic violence incidents in Havering.  
 In 2020-21 Cranstoun approached Havering, having received a one-off funding of £30,000 from an Essex based benefactor to pilot a Domestic Abuse perpetrator programme. The HCSP had previously identified the lack of a domestic abuse perpetrator programme as a barrier to breaking the cycle of abuse for families experiencing domestic abuse. Whilst mainly focused on male perpetrators of violence against women and girls (VAWG) via group work and 1;1 intervention, it does have the capacity to work with female victims on a 1:1 basis. The pilot funded work with 30 perpetrators. The pilot has been fully subscribed and though in its first year is showing positive attendance and engagement. The aim of the project is to reduce domestic abuse and repeat victimisation in Havering by those individuals using the service.  
 We propose to continue to fund this project for the next 3 years

**SMART Performance Outcome 1**

Outcome: Women and girls are safer and feel safer

Measure: improved understanding of the impact of their behaviour by perpetrators attending the course. This will be measured by pre and post course survey

Baseline: new measure

Target: 50.0%

**SMART Performance Outcome 2**

Outcome: Women and girls are safer and feel safer

Measure: increase feelings of safety for partners of perpetrators attending the programme who engage with the victims worker

Baseline: new measure. This will be measured by pre and post course survey

Target: 25

SMART Performance Outcome 3 (optional)

Outcome:

Measure:

Baseline:

Target:

How many FTE staff posts will be funded?

0.0

How many individuals will be engaged?

25

Output 1

25 perpetrators will be engaged

Output 2

Output 3 (optional)

Rationale for limited outcomes/outputs (100 words)

additional outputs to be agreed as part of the retendering process

Provide details on how you intend to transition from current funding arrangements, particularly any services you intend to de- or recommission (200 words)

There will be a mini tender process starting in April 22. The current provider is Cranstoun, if they are not successful the funding will go to the new provider.

**Funded Project: Domestic Abuse Advocacy Service**  
**Amount: £90,000**

Primary PCP Area: Victims Better Supported  
 Secondary PCP Area (optional):  
 Primary Project Category: Specialist VAWG Support  
 Secondary Project Category (optional): Victim Care

<b>Funding Breakdown</b>	<b>2021/22</b>	<b>2022/23</b>	<b>2023/24</b>
<b>Funding for staff posts:</b>	£27,000	£27,000	£27,000
<b>Funding for equipment:</b>	£0	£0	£0
<b>Funding for management costs:</b>	£3,000	£3,000	£3,000
<b>Funding for capital expenditure:</b>	£0	£0	£0
<b>Other expenditure (please provide details below):</b> this breakdown may change as part of the tender process	£0	£0	£0
<b>Total</b>	£30,000	£30,000	£30,000

Describe the project, including overarching aims, context of need and funded activities (300 words):

From 1st October 2020 to 30th September 2021 there were 2,571 domestic violence crimes and 4,364 domestic violence incidents in Havering. During the pandemic we have seen an increase in referrals to council services from families experiencing domestic abuse which has driven demand for community safety, adult social care, children and young people's social care and housing. This has not reduced, and restrictions have been reduced. Currently the Havering Council uses LCPF funding to Havering Women's Aid to provide support and advocacy for low to medium risk victims of domestic abuse. This includes the provision of advocacy through 1:1 support sessions, a support group for female victims to empower victims and a male victim's helpline.

In 2020-21 this service supported 534 separate victims with advocacy, 88 women via the support group and 38 male victims via the MENDAS help line. The overarching aim of the service is to provide support to victims of domestic abuse and their families, to inform their decision making, to empower victims and provide ongoing support to low to medium risk victims of domestic abuse who frequently don't meet the threshold for advice and support from statutory agencies.

It is proposed to continue to fund this service for the next 3 years. The Council is currently going out to commission refuge provision for the next 3 years. It is proposed to Commission the two services together to get best value for money. The current provider provides both refuge provision, floating support and advocacy across Havering. whilst the advocacy service will be delivered by the same provider it will be separate from the refuge provision. The advocacy service will be delivered from venues across the borough which include Community Hubs, Children's Centres and health centres. The outputs and outcomes will be delivered by a range of staff from the provider to ensure consistent cover across the year.

**SMART Performance Outcome 1**

Outcome: Increase in feeling of safety for victims using the service

Measure: victims will feel safer. This will be measured by completion of a questionnaire by service users both attending the advocacy and support groups on exiting from the service.

Baseline: 75.0%

Target: 80.0%

SMART Performance Outcome 2

Outcome: Victims feel that the service has met their needs and they are satisfied with the service provided by the provider

Measure: Number of people rating service as Good or outstanding at point of exiting

Baseline: new measure

Target: 50%

SMART Performance Outcome 3 (optional)

Outcome:

Measure:

Baseline:

Target:

How many FTE staff posts will be funded?

1.0

How many individuals will be engaged?

550

Output 1

40 support group sessions held per annum

Output 2

260 advocacy sessions held per annum

Output 3 (optional)

Rationale for limited outcomes/outputs (100 words)

Provide details on how you intend to transition from current funding arrangements, particularly any services you intend to de- or recommission (200 words)

The service will be commissioned as part of the process of retendering a local refuge provision for Havering. The new service will go live in September 2022. For April to August The service will continue to be delivered by Havering Women's Aid. If they are unsuccessful in the commissioning for the refuge provision, the service will move to the new provider. Whilst the service will be commissioned together the service provider is expected to deliver the advocacy service through venues within the community which include community hubs, children's centres and health centres. Outcomes will be measured via questionnaires completed with the service user on exiting the service

**Funded Project: PROVISION OF INDEPENDENT DOMESTIC VIOLENCE ADVISORS (IDVAS)  
Amount: £255,000**

Primary PCP Area: Victims Better Supported

Secondary PCP Area (optional):

Primary Project Category: IDVA Service

Secondary Project Category (optional):

<b>Funding Breakdown</b>	<b>2021/22</b>	<b>2022/23</b>	<b>2023/24</b>
<b>Funding for staff posts:</b>	£85,000	£85,000	£85,000
<b>Funding for equipment:</b>	£0	£0	£0
<b>Funding for management costs:</b>	£0	£0	£0
<b>Funding for capital expenditure:</b>	£0	£0	£0
<b>Other expenditure (please provide details below):</b>	£0	£0	£0
<b>Total</b>	£85,000	£85,000	£85,000

Describe the project, including overarching aims, context of need and funded activities (300 words):

The delivery of IDVA service for Havering to support high risk victims of domestic abuse living in Havering. From 1st October 2020 to 30th September 2021 there were 2,571 domestic violence crimes and 4,364 domestic violence incidents in Havering. During the pandemic we have seen an increase in referrals to council services from families experiencing domestic abuse which has driven demand for community safety, adult social care, children and young people's social care and housing. This has not reduced, and restrictions have been reduced. We have seen a 26.6% increase in high-risk cases of domestic violence referred the Havering DVMARAC in the past 12 months. This is an increase from 417 cases in 2020 to 528 cases in 2021. The Service will provide 3 IDVAs - 2 provided by MOPAC funding and 1 provided by LA funding. Each of these cases requires the support of an independent domestic violence advocate (IDVA) who will work closely with the individual to reduce risk and provide safety planning and advice.

The overarching aim of the project is to reduce repeat victimisation and reduce the risk of domestic violence homicide. This will be done by providing robust and comprehensive safety planning and support to empower victims and break the cycle of abuse.

Victims are assessed using the SafeLives DASH (Domestic Abuse, Stalking and Harassment) risk assessment. Those identified as high risk are referred to the weekly domestic violence multi agency risk assessment conference (DVMARAC) to manage and reduce the risk of domestic homicide. IDVAs will work to SafeLives standards and are fully qualified having completed SafeLives training.

**SMART Performance Outcome 1**

Outcome: Increase in feeling of safety

Measure: an Increase feeling of safety  
by completion of a survey prior to case closure

Baseline: new target

Target: 75.0%

**SMART Performance Outcome 2**

Outcome: There are fewer repeat victims of domestic abuse

Measure: Reduce Repeat victimisation for DA referred to the DV MARAC

Baseline: 35%

Target: 30%

SMART Performance Outcome 3 (optional)

Outcome:

Measure:

Baseline:

Target:

How many FTE staff posts will be funded?

2.0

How many individuals will be engaged?

300

Output 1

Each IDVAs will have a maximum caseload of 100 clients over the 3 years

Output 2

IDVAs will support clients at court as required

Output 3 (optional)

All clients who engage will have a risk assessment completed and a dynamic safety plan developed

Rationale for limited outcomes/outputs (100 words)

Provide details on how you intend to transition from current funding arrangements, particularly any services you intend to de- or recommission (200 words)

Currently there are two IDVAS based within the Local Authority. They work closely with the MOPAC funded IDVA service based in Romford Police Station. Cases are shared with the Havering Funded IDVAs taking any police referrals that cannot be taken by the VS IDVA service. There are weekly discussions with the senior IDVA at VS and MARAC Coordinator to ensure all cases are picked up and referred appropriately. An additional Council funded IDVA will be recruited to ensure adequate provision to meet demand.

**Funded Project: Serious group violence mentoring**  
**Amount: £180,000**

Primary PCP Area: Protecting People from Exploitation and Harm  
Secondary PCP Area (optional):  
Primary Project Category: Youth Crime Education/Engagement  
Secondary Project Category (optional):

Describe the project, including overarching aims, context of need and funded activities (300 words):

Havering have commissioned a mentoring programme for gang affected young people for the past 3 years.  
The Borough continues to experience increasing levels of gang activity, which is expected to increase due to projected demographic changes. The Councils aim is to move towards a more preventative approach across Early Help and YOS, but also to better support young people during transition to adulthood.  
Therefore, the mentoring service will provide support for young people aged 11-25 who are at risk of gang affiliation, or vulnerable to gang exploitation without necessarily being involved in criminal activity.

Our cohort for identifying this vulnerable group is:  
Young people who are regularly missing from care or home.  
Young people where arrests do not result in conviction (bolstering NFA work) but are open to Early Help, Youth Justice or Probation Services  
Young people who are excluded from education (permanently or fixed), or who are otherwise refusing/missing education  
Young people linked to gangs, emerging groups or county lines, and therefore requiring mentoring/targeted work.  
Young people known to carry weapons or engage in violence

It is important that we measure the impact of our interventions so we can ensure the value of the support and the difference it makes to children and families' lives. We suggest using the Outcomes Star; an assessment tool for tracking improvements and change/ distance travelled.

The aim is to reduce risk and vulnerability among the cohort, seen through:

Increased EET engagement  
Prevented escalation to conviction/statutory interventions (Early Help, Youth Justice, Probation)  
Engagement with services  
Reduction in volume and severity of criminal behaviour  
Reduction in missing episodes

**SMART Performance Outcome 1**

Outcome: Reduction in severity of reoffending among mentoring cohort  
Measure: Severity of offending behaviour of cohort (Havering Vulnerability Index)  
Baseline: 50%  
Target: 75%

**SMART Performance Outcome 2**

Outcome: Reduction in volume of reoffending among mentoring cohort  
Measure: Number of individuals with no new convictions  
Baseline: 50%  
Target: 75%

**SMART Performance Outcome 3 (optional)**

Outcome: Increase in engagement with Education, Training or Employment among mentoring cohort  
Measure: Attendance/engagement reported by partners (education, jobcentre, probation etc)  
Baseline: 50%  
Target: 75%



How many FTE staff posts will be funded?  
1.5

How many individuals will be engaged?  
650 sessions, approximately 65 people per annum with 10 sessions each (we expect that a proportion of the cohort will require longer-term support)

Output 1  
650 sessions completed per annum

Output 2  
50 individuals engaged per annum

Output 3 (optional)  
10 volunteers trained

Rationale for limited outcomes/outputs (100 words)

Provide details on how you intend to transition from current funding arrangements, particularly any services you intend to de- or recommission (200 words)

This is an alteration of an existing programme funded by LCPF; we are shifting priorities of the mentoring programme to better suit the needs of the cohort, as such we are looking to offer interventions to a broader age range covering the youth-to-adult transition. There is currently no existing mentoring for 18+ individuals, which we see as a major gap in provision.

As part of this new programme, we are receiving additional funding from the National Probation Service of £10,000 p.a for the duration of the project.

We are commissioning a new provider for this work in 2021/2022 Q4, to begin delivery in Q1 2022/2023. TUPE is expected to be offered to the existing provider.

**Funded Project: Violent Reduction Analyst**  
**Amount: £135,000**

Primary PCP Area: Violence Prevented and Reduced

Secondary PCP Area (optional):

Primary Project Category:

Secondary Project Category (optional):

<b>Funding Breakdown</b>	<b>2021/22</b>	<b>2022/23</b>	<b>2023/24</b>
<b>Funding for staff posts:</b>	£45,000	£45,000	£45,000
<b>Funding for equipment:</b>	£0	£0	£0
<b>Funding for management costs:</b>	£0	£0	£0
<b>Funding for capital expenditure:</b>	£0	£0	£0
<b>Other expenditure (please provide details below):</b>	£0	£0	£0
<b>Total</b>	£45,000	£45,000	£45,000

Describe the project, including overarching aims, context of need and funded activities (300 words):

From 1st October 2020 to 30th September 2021 there were 1,662 violence with injury crimes within Havering and increase of 0.8%. Violence against the person equates to 32% of all crime committed in Havering. This is increasing month on month as lockdown measure have eased. In the past year we have seen several violent murders of Havering young people both within the borough and in Essex. Serious youth violence has increased by 10.7% (from 393 to 435 crimes) and gun crime has increased by 8.3% (from 36 to 39 crimes).

40% of IOM offenders in 2021 are flagged for violence, compared to 10% a decade ago. Recent pan London referral criteria changes would enable more violent offenders are considered for the scheme, with flexibility to take on persistent offenders outside of the stated criteria if a solid evidence-based argument can be made.

Whilst Havering does not have an Integrated Gangs Unit, the community safety team coordinate the monthly serious group violence risk panel and oversee the implementation of the Councils mandatory MOPAC violence reduction plan. We have developed a vulnerability Index to ensure early identification and appropriate intervention for those young people at risk of SGV, County Lines and exploitation. We have seen that the age range can cover from 12-25+. The police are unable to provide this data and the gangs analyst leads on the maintenance of the vulnerability index, the coordination of risk panels and sourcing of appropriate referral pathways  
 This work is currently led by the council's MOPAC LCPF gangs analyst. It is proposed to expand the role of this analyst to focus on the wider violence reduction programme of work rather than just on gang activity. The role will support the implementation and performance of the Violence reduction plan for the partnership

The Violence Reduction Analyst will support the implementation of the Violence Reduction Action Plan, and delivery of the monthly Serious Group Violence and IOM Panels.

SMART Performance Outcome 1

Outcome: Reduction in violent offending for identified and managed individuals

Measure: Police data and feedback from partner agencies

Baseline: 0.0%

Target: 50.0%

SMART Performance Outcome 2

Outcome: Reduction in knife offences for identified and managed individuals

Measure: Police data

Baseline: 0%

Target: 50%

SMART Performance Outcome 3 (optional)

Outcome:

Measure:

Baseline:

Target:

How many FTE staff posts will be funded?

1.0

How many individuals will be engaged?

0

Output 1

Implement the SGV Mapping Product:

develop the relevant technical elements of the tool (import, export, search, filtering)

Increase buy-in from relevant partners, including in how information is shared and how partners take advantage of the product

Enhance the product with additional data from adult services where relevant (IOM, Probation)"

Output 2

Develop Success Indicators for IOM:

Work with partners to create hard and soft outcomes, built around a solid data framework

Trial measuring tools including those available through E-CINs

Output 3 (optional)

Rationale for limited outcomes/outputs (100 words)

Provide details on how you intend to transition from current funding arrangements, particularly any services you intend to de- or recommission (200 words)

This is the continuation and further development of the CSE, and Gangs analyst post previously funded by MOPAC LCPF. Were victims are identified they will be referred to the restorative justice worker within the Youth Justice service for support.

**Funded Project: Youth Engagement Project**  
**Amount: £49,101**

Primary PCP Area: Protecting People from Exploitation and Harm  
 Secondary PCP Area (optional):  
 Primary Project Category: Youth Crime Education/Engagement  
 Secondary Project Category (optional):

<b>Funding Breakdown</b>	<b>2021/22</b>	<b>2022/23</b>	<b>2023/24</b>
<b>Funding for staff posts:</b>	£0	£0	£0
<b>Funding for equipment:</b>	£5,000	£5,000	£0
<b>Funding for management costs:</b>	£0	£0	£0
<b>Funding for capital expenditure:</b>	£0	£0	£0
<b>Other expenditure (please provide details below):</b> this includes venue hire and transport costs to take children safely to the event.	£11,367	£11,367	£16,367
<b>Total</b>	£16,367	£16,367	£16,367

Describe the project, including overarching aims, context of need and funded activities £0 (300 words):

The Junior Citizen scheme is targeted at year 6 students, to prepare them for the transition to secondary school. It provides advice on substance misuse, risks and consequences of engaging in ASB, enviro crime, knife crime and gang activity, advice on road safety, safer travel and fire safety. Subjects are reviewed on an annual basis to ensure that they are current and reflect the right issues. The Project is evaluated annually by both students and Teachers. The 2-week event has always received positive feedback from students, schools and stakeholder's. In 2021-22 the project was attended by over 1500 students, with 97% of students felt more aware of knife crime and 99% of students felt more aware of substance misuse issues and 96% of teachers felt more confident in dealing with police and partner agencies. Covid is still very much here, and we will need to be mindful of current restrictions and may need to be more flexible in the delivery of this project. Whilst the plan is to continue to deliver the project over a 2-week timescale in June / July there are plans to include wider community engagement events with young people across the year. The project aims to reduce the opportunities for young people becoming drawn into criminality therefore reducing the demand on local policing.

**SMART Performance Outcome 1**

Outcome: Students will have an increased awareness of how to keep safe

Measure: Students will be asked to complete a questionnaire asking them how safe they feel once they have attended the event

Baseline: 70% will report they feel safer having been on the programme

Target: 90% will report they feel safer having been on the programme

**SMART Performance Outcome 2**

Outcome: students will feel more confident in approaching the police

Measure: Students will be asked to complete a questionnaire asking them how safe they feel once they have attended the event

Baseline: 70%

Target: 75%

SMART Performance Outcome 3 (optional)

Outcome: Teachers will be satisfied in the quality of the Junior Citizen Programme

Measure: Teachers will be asked to provide feedback and rate the whole Junior Citizen experience from booking - the venue - transport - scenarios.

Baseline: 70%

Target: 75%

How many FTE staff posts will be funded?

0.0

How many individuals will be engaged?

2000

Output 1

Nos of Year 6 students attending the programme

Output 2

No of schools engaged

Output 3 (optional)

Rationale for limited outcomes/outputs (100 words)

Provide details on how you intend to transition from current funding arrangements, particularly any services you intend to de- or recommission (200 words)

No changes.

### Annex 3

### Funding

#### Part 1: Eligible Expenditure

<b>Costings:</b>	<b>2022/23</b>	<b>2023/24</b>	<b>2024/25</b>	<b>3 Year Total</b>
Project management costs	£6,000	£6,000	£6,000	£18,000
Staffing	£244,000	£244,000	£244,000	£732,000
Project activity costs	£16,367	£16,367	£16,367	£49,101
<b>Total Cost of the Funded Project</b>	<b>£266,367</b>	<b>£266,367</b>	<b>£266,367</b>	<b>£799,101</b>
<b>Total Grant Requested from MOPAC</b>	<b>£266,367</b>	<b>£266,367</b>	<b>£266,367</b>	<b>£799,101</b>

#### Part 2: Match

Not Applicable: The Recipient is not required to provide Match.

## Annex 4

### Payment and Monitoring

#### 1 Grant Funding Profile:

The Grant Funding Profile sets out the maximum amount of the Grant that can be claimed per Financial Year.

	2022/23	2023/24	2024/25	3 Year Total
<b>LCPF Funded Project</b>	£266,367	£266,367	£266,367	£799,101
<b>Children and Adult Safeguarding Boards</b>	£10,000	TBC	TBC	£10,000

#### 2 Payment Process:

- 2.1 The Recipient must submit the relevant form(s) fully completed to MOPAC in accordance with the Payment and Monitoring table below.
- 2.2 The amount claimed must be reflective of the total actual and, or projected Eligible Expenditure for the 6-month period in question.
- 2.3 MOPAC will review and check the form(s) and subject to satisfactory progress and satisfactory completion of relevant documentation, MOPAC will inform the Recipient of the Grant amount it will pay to the Recipient. If MOPAC does not agree with amount claimed by the Recipient, it will consult in good faith with the Recipient about any questioned amount.
- 2.4 Following receipt of the relevant form(s) submitted by the Recipient and agreement by MOPAC in accordance with paragraph 2.3 above, MOPAC will notify the Recipient that an invoice can be submitted.
- 2.5 The Recipient must submit an invoice within ten (1) working days of receiving confirmation of the grant amount by MOPAC.
- 2.6 The invoice should reference the **London Crime Prevention Fund 2022-25** and/or **Children and Adult Safeguarding Boards** and must quote the relevant purchase order number.
- 2.7 The invoice should clearly outline: the relevant 6-month period it relates to, the amount being claimed, a brief description of what it relates to and the relevant bank account number and sort code.

The address is: Mayor's Office for Policing & Crime  
Purchase to Pay  
c/o SSCL Police Services  
PO Box 14077  
Newport  
Gwent  
NP10 8FZ

- 2.8 All invoices must be sent by **email** to: [SSCL.MPS.ap@police.sscl.com](mailto:SSCL.MPS.ap@police.sscl.com), copying in [mopac.cmt@mopac.london.gov.uk](mailto:mopac.cmt@mopac.london.gov.uk).

- 2.9 Payment will be paid by MOPAC within thirty (30) calendar days of the receipt of a correctly submitted and agreed advance payment request.

### Payment and Monitoring Table

#### LCPF Payment and Monitoring Schedule (2022/23 to 2024/25)

Activity	Deadline – 5pm
Submit Year 1 Q1- Q2 Spend Form	Monday 7 <sup>th</sup> November 2022
Submit Year 1 Annual Monitoring Return	Monday 23 <sup>rd</sup> January 2023
Submit Year 1 Q3 – Q4 Projected Spend Form and Underspend Return	Monday 6 <sup>th</sup> March 2023
Submit Year 1 Q3 – Q4 Spend Form	Monday, 3 <sup>rd</sup> April 2023
Submit Year 2 Q1- Q2 Spend Form	Monday, 6 <sup>th</sup> November 2023
Submit Year 2 Annual Monitoring Return	Monday, 22 <sup>nd</sup> January 2024
Submit Year 2 Q3 – Q4 Projected Spend Form and Underspend Return	Monday, 4 <sup>th</sup> March 2024
Submit Year 2 Q3 – Q4 Spend Form	Monday 8 <sup>th</sup> April 2024
Submit Year 3 Q1- Q2 Spend Form	Monday 4 <sup>th</sup> November 2024
Submit Year 3 Annual Monitoring Return	Monday 20 <sup>th</sup> January 2025
Submit Year 3 Q3 – Q4 Projected Spend Form and Underspend Return	Monday 3 <sup>rd</sup> March 2025
Submit Year 3 Q3 – Q4 Spend Form	Monday 7 <sup>th</sup> April 2025

#### Children's and Adult's Safeguarding Boards Payment Schedule (2022/23 to 2024/25)

Activity	Deadline – 5pm
Submit Year 1 Invoice £10,000	Following execution of Grant Agreement and receipt of PO number
Submit Year 2 Invoice £10,000	Monday, 3 <sup>rd</sup> April 2023
Submit Year 3 Invoice £10,000	Monday 8 <sup>th</sup> April 2024



## Annex 5

### Minimum Standards

#### London Crime Prevention Fund - Minimum Standards

##### Overarching Minimum Standards

The following minimum standards are considered universal and must be adhered to in the implementation of all Funded Projects:

- Projects must deliver crime prevention approaches in partnership with other local and regional agencies.
- Projects must identify communities disproportionately affected by crime types and be based on narrowing the vulnerability gap.
- Projects which provide services to victims of crime must have due regard to the victim's code of practice.
- Projects must adhere to child and adult safeguarding and child protection guidelines and policies, seeking to achieve best practice.
- Projects must have due regard to the equality and diversity implications.

##### Neighbourhood Policing

- Projects should utilise local community involvement and engagement, preferably narrowing the gap on confidence and trust within specific cohorts of the community.

##### Children and Young People

- Projects should make use of the Early Intervention Foundations Commissioning Mentoring Programme Checklist <http://www.eif.org.uk/publication/preventing-gang-involvement-and-youth-violence-advice-for-commissioning-mentoring-programmes/>
- All frontline staff must be DBS checked, including externally commissioned providers.
- Projects should explore opportunities to recruit ex-offenders who can act as peer mentors to service users.

##### Violence Against Women and Girls

- Projects must ensure all Independent Domestic Violence Advocates are working to nationally recognised standards.
- All perpetrator programmes are RESPECT accredited or working towards accreditation.
- Projects must have regard to national VAWG commissioning guidelines ([https://1q7dqy2unor827bqjls0c4rn-wpengine.netdna-ssl.com/wp-content/uploads/2015/12/successful\\_commissioning\\_guide.pdf](https://1q7dqy2unor827bqjls0c4rn-wpengine.netdna-ssl.com/wp-content/uploads/2015/12/successful_commissioning_guide.pdf)) and The Rape Crisis National Service Standards ([http://rapecrisis.org.uk/nationalservicestandards\\_1.php](http://rapecrisis.org.uk/nationalservicestandards_1.php)).
- Projects should have due regard to the needs of female offenders.

##### Hate Crime and Extremism

- Projects which seek to counter extremism should align with the national Prevent agenda.

- Organisations working to combat hate crime do not themselves demonstrate or promote intolerance or prejudice towards any other communities who are subject to hate crime.

#### **Wider Criminal Justice System**

- Projects should work to any future pan-London IOM agreement.
- Projects which relate to GPS tagging must be aligned with the regional approach.
- Projects which provide services for female offenders must have due regard to the minimum standards under the tackling violence against women and girls priority area.

**Annex 6  
Spend Form**

Please note this form should be completed and submitted in line with the dates set out in Annex 4. MOPAC intends that this performance data will be captured in MOPAC's Online Grant Management System and will provide instructions on its use. Once instructions have been provided then this form will no longer be required.

	Maximum Grant Funding (FY2022/23)	Maximum Grant Funding (FY2023/24)	Maximum Grant Funding (FY 2024/25)	Combined 3 year Maximum Spend		Actual Spend in Quarters 1 and 2	Actual Spend/ Forecast Spend in Quarters 3 and 4		Total Spend to date		Total forecast Spend by Year End
London Crime Prevention Fund 2022/23 to 2024/25											

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

- a) 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; and
- b) the expenditure has been incurred only for the purposes set out in the terms and conditions of the Grant Agreement for the London Crime Prevention Fund.
- c)

Name:	
Position:	
Email:	

## CHIEF EXECUTIVE DECLARATION

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

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

<b>Signature:</b>	
<b>Name (printed):</b>	
<b>Position:</b>	
<b>Date:</b>	

### Notes to the financial monitor:

**Column 1** This is the Grant allocated for the Funded Project for Financial Year 2022/23.

**Column 2** This is the Grant allocated for the Funded Project for Financial Year 2023/24.

**Column 3** This is the grant allocated for the Funded Project for Financial Year 2024/25.

**Column 4** This is the total 3-year Grant allocation.

**Columns 5 and 8** This is the Projected Spend for Q1-2 and Q3-4, i.e. what the Borough intends to spend in future 6-monthly periods. These amounts inform the advance payments to be made to the Borough on a bi-annual basis.

**Columns 6 and 9** This is the Actual Spend in each 6-month period (Q1-2 and Q3-4), i.e. the Borough's spend to date in the 6-month period within the FY, not including spend from previous periods, i.e. the amount to be goods receipted.

**Columns 7 and 10** This is the Borough's receivable or payable balance at the end of each 6-month period, i.e. the reconciliation between amounts advanced to the Borough and their actual reported spend.

**Column 11** Total Actual Spend by Year End is the cumulative spend by the end of the FY.

**Column 12** Total Projected Spend by Year End is the cumulative forecast amount, which represents the total amount advanced to the Borough, by the end of the FY.

**Column 13** The Final Reconciliation Balance at Year End is the cumulative sum of amounts advanced to the Borough during the FY, less the cumulative actual spend reported by the Borough during the FY. This balance informs the Borough's final receivable or payable position at year end.

**Annex 7**

**Not used**





## Annex 9

### Data Protection

#### 1 Definitions and interpretation

##### 1.1 In this Schedule:

<b>Complaint</b>	means a complaint or request (other than a Data Subject Request) relating to either party's obligations under Data Protection Legislation relevant to this Grant Agreement and/or the Processing of any of the Relevant Personal Data , including any compensation claim from a Data Subject or any notice, investigation or other action from a Data Protection Supervisory Authority relating to the foregoing (and <b>Complainant</b> means the Data Protection Supervisory Authority, Data Subject or other person initiating or conducting a Complaint);
<b>Controller</b>	has the meaning given in applicable Data Protection Legislation;
<b>Data Protection Supervisory Authority</b>	means any regulator, authority or body responsible for administering Data Protection Legislation;
<b>Data Subject</b>	has the meaning given in applicable Data Protection Legislation from time to time;
<b>Data Subject Request</b>	means a request made by a Data Subject to exercise any right(s) of Data Subjects under the UK GDPR or under any similar Data Protection Legislation in relation to any of the Relevant Personal Data or concerning the Processing of such data;
<b>Permitted Lawful Basis</b>	means a permitted lawful basis for Processing of the Personal Data as set out Data Protection Legislation;
<b>Permitted Purposes</b>	means the intended use of the Relevant Personal Data as set out in the applicable part of <b>Appendix 1</b> of this Schedule, ( <i>the permitted purposes for processing by the Recipient being set out in Part A and the permitted purposes for processing by MOPAC in Part B</i> );



<b>Permitted Recipients</b>	means employees of the parties and contractors who need access to the Relevant Personal Data for, or to enable the accomplishment of, the Permitted Purposes;
<b>Personal Data</b>	has the meaning given in applicable Data Protection Legislation from time to time;
<b>Personal Data Breach</b>	has the meaning given in the UK GDPR;
<b>Processing</b>	has the meaning given in applicable Data Protection Legislation from time to time (and related expressions, including <b>Process</b> , <b>Processed</b> and <b>Processes</b> shall be construed accordingly);
<b>Relevant Personal Data</b>	means Personal Data Processed for the Permitted Purposes as set out in <b>Appendix 1</b> of this Schedule ( <i>the relevant personal data processed by the Recipient being set out in Part A and the relevant personal data processed by MOPAC in Part B</i> ); and
<b>Special Category Personal Data</b>	means special categories of Personal Data as referred to in Data Protection Legislation.
<b>UK GDPR</b>	means Regulation (EU) 2016/679 (General Data Protection Regulation), as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018, (including as further amended or modified by the laws of the United Kingdom or of a part of the United Kingdom from time to time).

- 1.2 Unless the context otherwise requires, references to this Schedule include its Appendices.
- 1.3 Unless otherwise expressly stated in this Grant Agreement the Recipient's obligations and MOPAC's rights and remedies under this Schedule are cumulative with, and additional to, any other provisions of this Grant Agreement.

## **2 Status of this Schedule and the Parties**

- 2.1 Each party shall be a Controller of the Relevant Personal Data. The Relevant Personal Data shall be Processed and managed in accordance with the terms of this Schedule.
- 2.2 The Data Protection Officer or other person with responsibility for compliance with data protection within each party are as follows:

- 2.2.1 **MOPAC** – Elliott Ball, Head of Strategic Finance and Resource Management
- 2.2.2 **The London Borough of Havering** – Diane Egan, Community Safety and Intelligence Manager

### **3 Agreed Basis for Processing**

- 3.1 The parties have determined that it is necessary to Process the Relevant Personal Data in order to achieve the Permitted Purposes.
- 3.2 The parties have documented additional details relating to the Processing of the Relevant Personal Data in **Appendix 3** of this Schedule, which includes:
  - 3.2.1 the objectives of each party in Processing the Relevant Personal Data; and
  - 3.2.2 the benefits to the Data Subjects and/or society of the parties Processing the Relevant Personal Data.

### **4 Compliance with Data Protection Legislation**

Each party shall at all times comply with all Data Protection Legislation in connection with the exercise and performance of its respective rights and obligations under this Grant Agreement and the Processing of the Relevant Personal Data.

### **5 Obligations on the Recipient**

- 5.1 The Recipient shall ensure that at all times:
  - 5.1.1 it shall undertake all Processing of the Relevant Personal Data only:
    - (a) in all respects in accordance with Data Protection Legislation; and
    - (b) to the extent consistent with a Permitted Lawful Basis.
  - 5.1.2 all Relevant Personal Data, including any transferred to MOPAC is accurate and up-to-date and is (and has at all times been) collected, Processed and transferred by and on behalf of the Recipient in accordance with Data Protection Legislation;
  - 5.1.3 each relevant Data Subject has been provided with sufficient information (in an appropriate form) so as to enable fair, transparent and lawful Processing of the Relevant Personal Data for the Permitted Purposes in accordance with the obligations of each party under all Data Protection Legislation
  - 5.1.4 the Recipient is entitled to Process and to transfer and MOPAC is entitled to Process all Relevant Personal Data for the Permitted Purposes in accordance with all Data Protection Legislation;
  - 5.1.5 on MOPAC's request the part of the Relevant Personal Data set out in Appendix 1 part B is transferred to (and received by) MOPAC, in a secure manner, using appropriate technical and organisational security measures that comply with the obligations of each party under Data Protection Legislation and, without prejudice to the foregoing, that Relevant Personal Data is protected by the measures set out in Appendix 2;

- 5.1.6 it shall immediately notify MOPAC if it becomes aware of any change of circumstance which will, may or is alleged to impact the lawfulness of any Processing of the Relevant Personal Data by the Recipient or MOPAC (including if a Data Subject withdraws any necessary Consent or requests their Relevant Personal Data is no longer Processed or is erased or if any of the Relevant Personal Data is not accurate or up-to-date), together with full details of the circumstances and (immediately once available) revised and corrected data;
- 5.1.7 it shall not by any act or omission cause MOPAC (or any other person) to be in breach of any Data Protection Legislation;
- 5.1.8 it shall keep copies of all notices, consents or other records and information necessary to demonstrate its compliance with this paragraph 5; and
- 5.1.9 it shall promptly (and in any event within [3] working days) on request from time to time provide MOPAC with copies of all notices, consents and other records and information referred to in paragraph 5.1.8.

## **6 Responsibilities**

- 6.1 Subject to the remainder of this paragraph 6, as between the parties, responsibility for compliance with and responding to:
  - 6.1.1 any Data Subject Request falls on falls on the Party who is the controller for the processing activity to which the Data Subject Request relates.;
  - 6.1.2 any Complaint falls on the party which receives the Complaint from a Complainant;
  - 6.1.3 each party's respective obligations in respect of any Personal Data Breach (including notification of the Data Protection Supervisory Authority and/or Data Subject(s)) impacting or relating to any Relevant Personal Data in the possession or control of the parties (or any third party with whom it has shared such data) falls on each party subject to such obligation(s) under the Data Protection Legislation; and
  - 6.1.4 each party's respective obligations in respect of any other obligation under Data Protection Legislation (including any obligation to notify the Data Protection Supervisory Authority and/or Data Subject(s) of any other Personal Data Breach) falls on each party subject to such obligation(s) under the Data Protection Legislation.
- 6.2 Each party shall promptly co-operate with and provide reasonable assistance, information and records to the other to assist each party with their respective compliance with Data Protection Legislation and in relation to all Complaints and Data Subject Requests.
- 6.3 MOPAC's obligations under this paragraph 6 shall be performed at the Recipient's expense, except to the extent that the circumstances giving rise to such obligation arose out of any breach by MOPAC of its obligations under this Grant Agreement.

## **7 Technical and Organisational Measures**

- 7.1 The Recipient shall at all times:
  - 7.1.1 put in place and maintain appropriate technical and organisational measures to ensure the protection of the rights of Data Subjects under Data Protection Legislation;

- 7.1.2 implement and maintain appropriate technical and organisational measures to protect the Relevant Personal Data against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure or access; and
  - 7.1.3 without prejudice to any other obligation in this paragraph 8, implement technical and organisational security measures in accordance with **Appendix 2** of this Schedule
- 7.2 The Recipient shall at all times ensure the processing of the Relevant Personal Data for the Permitted Purposes shall be limited to the authorised personnel of the Recipient or of a Permitted Recipient that:
- 7.2.1 need to process it for the Permitted Purposes in accordance with this Grant Agreement;
  - 7.2.2 are reliable and adequately trained on compliance with all Data Protection Legislation and this Schedule; and
  - 7.2.3 are subject to (and comply with) a binding written contractual obligation to keep the Relevant Personal Data confidential.
- 7.3 The Recipient will immediately notify MOPAC if it becomes aware of any advance in technology and methods of working, which indicate that the parties should adjust their security measures.
- 7.4 Upon request by MOPAC the Recipient shall:
- 7.4.1 conduct a data protection impact assessment to assess the risks posed by the Processing of Personal Data for the purposes of this Grant Agreement and shall provide a copy of the data protection impact assessment to MOPAC; and/or
  - 7.4.2 provide such input as MOPAC may reasonably require to assist MOPAC with completion of a data protection impact assessment to assess the risks posed by Processing of Personal Data for the purposes of this Grant Agreement.

## **8 Disclosures to Permitted Recipients**

- 8.1 Each party shall be liable to the other party for all acts and omissions of each of its respective Permitted Recipients as if they were the acts and omissions of the party. Each obligation in this Schedule on a party to do, or refrain from doing, anything shall include an obligation on the party to ensure all its respective Permitted Recipients do, or refrain from doing, such thing.
- 8.2 Neither party shall engage nor permit any staff or third parties other than the Permitted Recipients to carry out any Processing of any Relevant Personal Data. The parties shall ensure at all times:
- 8.2.1 that all Processing by its respective Permitted Recipients is conducted in a manner consistent with a Permitted Lawful Basis, the Permitted Purposes, the party's obligations under this Grant Agreement and the restrictions on Processing imposed under this Grant Agreement; and
  - 8.2.2 without prejudice to the above, that each of the Permitted Recipients carrying out any Processing of the Relevant Personal Data is subject to a binding written agreement regulating its Processing of the Relevant Personal Data which complies in all respects with the requirements of Data Protection Legislation.

## **9 International Transfers**

- 9.1 Neither party shall transfer the Relevant Personal Data or any part of it to any country outside the United Kingdom or to any international organisation (as defined in the UK GDPR) without the other party's prior written consent. [Please note it is MOPAC's policy not to send personal data outside of the UK as such, if you consider this is necessary, please speak to your DPO]

## **10 Records**

Each Party shall maintain complete, accurate and up to date written records of all of its Processing of the Relevant Personal Data and as necessary to demonstrate its compliance with this Schedule.

## **11 Retention**

- 11.1 Except as required by applicable law in the United Kingdom (and in order to evidence such compliance) the parties shall:
- 11.1.1 Process each part of the Relevant Personal Data for no longer than such Processing is necessary for the Permitted Purposes; and
  - 11.1.2 immediately confidentially, irrecoverably and securely destroy or dispose of all Relevant Personal Data (and all copies) in its possession or control that can no longer be Processed in accordance with paragraph 11.1.1.

## **12 Indemnity**

- 12.1 The Recipient shall indemnify and keep indemnified MOPAC against:
- 12.1.1 all losses, claims, damages, liabilities, fines, sanctions, interest, penalties, costs, charges, expenses, compensation paid to Data Subjects (including compensation to protect goodwill and ex gratia payments), demands and legal and other professional costs (calculated on a full indemnity basis and in each case whether or not arising from any investigation by, or imposed by, a Data Protection Supervisory Authority) arising out of or in connection with any breach by the Recipient of its obligations under this Schedule; and
  - 12.1.2 all amounts paid or payable by MOPAC to a third party which would not have been paid or payable if the Recipient's breach of this Schedule had not occurred.

## **13 Breach**

- 13.1 Any breach by the Recipient of any of its obligations under this Schedule shall be regarded as being material for the purposes of this Grant Agreement.
- 13.2 Please report breaches, using the form provided in Appendix 4, to: [MOPACGDPR@mopac.london.gov.uk](mailto:MOPACGDPR@mopac.london.gov.uk) copying in the named Commissioning Contacts.

**14 Conflicts**

14.1 Unless otherwise expressly stated in this Grant Agreement:

14.1.2 nothing in this Grant Agreement relieves the Recipient of any responsibilities or liabilities under any Data Protection Legislation;

14.1.3 nothing in this Grant Agreement affects the rights of Data Subjects under Data Protection Legislation (including those in Articles 79 and 82 of the GDPR or in any equivalent Data Protection Legislation) against MOPAC, the Recipient or any person acting on behalf of either of them; and

14.1.4 This Schedule shall prevail over any other provision of this Grant Agreement in the event of any conflict.

**15 Survival**

15.1 The provisions of this Schedule shall survive termination or expiry of this Grant Agreement and continue until both parties have ceased Processing the Personal Data in connection with this Grant Agreement.

**Appendix 1**  
**Relevant Personal Data**

**Part A: Relevant Personal Data to be Processed by the Recipient: N/A**

Relevant Personal Data	Data Subjects	Permitted Purposes

**Part B: Relevant Personal Data to be Processed by MOPAC:**

<b>Relevant Personal Data</b>	<b>Data Subjects</b>	<b>Permitted Purposes</b>
		<i>To permit the evaluation of the services provided by the Recipient under this Grant Agreement</i>



## **Appendix 2**

### **Technical and Organisational Measures**

#### **1 Security Management**

- 1.1 Where the Recipient shares Personal Data with MOPAC, it will provide the Personal Data in electronic form, by digital means.
- 1.2 The Recipient shall ensure Personal Data is transferred to MOPAC using the following security measures as set out in Article 32(1) of the UK GDPR:
  - 1.2.1 Pseudonymisation - processing of Personal Data in a way that it may no longer be connected to the data subject without the aid of additional information;
  - 1.2.2 Use of secure email addresses.
- 1.3 The Recipient shall, implement and maintain the following measures in respect of Relevant Personal Data:
  - 1.3.1 1.3.1 Anonymise where possible and appropriate;
  - 1.3.2 All end-user mobile devices such as laptops must be encrypted. Personal Data must be held in encrypted folders;
  - 1.3.3 Personal Data deletion must be undertaken using specialist deletion software that meets the current industry standard;
  - 1.3.4 AES-encrypted portable media, with two-factor authentication and Bitlocker in Windows operating systems must be used to secure both system drives and external media;
  - 1.3.5 For Personal Data accessed via the internet and through the use of mobile phones, HTTPS protocol must be used. This uses TLS/SSL (Transport Layer Security/Secure Sockets Layer) to provide critical data protection during Internet transmission;
  - 1.3.6 Access control permissions must provide data access to named individuals only and;
  - 1.3.7 Access to Personal Data must be strictly controlled by access rights via assigned group membership. Access must only be granted to those who need access to the Personal Data in order to process Personal Data for the Permitted Purposes in accordance with the Grant Agreement.
- 1.4 Where Personal Data is Special Category Personal Data, the Recipient shall, in addition:
  - 1.4.1 ensure anonymisation of Personal Data stored in any public domain.

## **2 Personnel**

- 2.1 The Recipient shall, at all times, to the extent it Processes the Relevant Personal Data, ensure the Processing by natural persons shall be limited to its employees and the employees of its Permitted Recipients (collectively, **personnel**) that need to Process it for the relevant Permitted Purposes in accordance with the Grant Agreement and that all such personnel:
- 2.1.1 are reliable and have undergone adequate training in the use, care, protection and handling of Personal Data as required for compliance with all Data Protection Legislation and this Schedule;
  - 2.1.2 are informed of the confidential nature of the Relevant Personal Data and subject to appropriate obligations of confidentiality;
  - 2.1.3 have been subject to [insert details of any checks] vetting;
  - 2.1.4 do not publish, disclose or divulge any of the Relevant Personal Data to any third party where the party subject to this obligation would not be permitted to do so;
  - 2.1.5 are subject to (and comply with) a binding written contractual obligation to keep the Relevant Personal Data confidential; and
  - 2.1.6 are aware of and comply with their duties under this Schedule and those in the Grant Agreement.

**Appendix 3**  
**Agreed Basis for Data Processing and Sharing**

**Not applicable**

**Appendix 4**  
**Breach Notification Form**

All Personal Data Breaches must be notified to MOPAC within **twenty-four (24)** hours to [MOPACGDPR@mopac.london.gov.uk](mailto:MOPACGDPR@mopac.london.gov.uk) copying in the named Commissioning Contacts, in accordance with the provisions of Paragraph 13, and must contain as a minimum the following details:

1.	Full details of the nature of the Personal Data Breach	
2.	Full details of the categories and approximate number of data subjects concerned	
3.	Full details of the categories and approximate number of personal data records concerned	
4.	If the Personal Data Breach involved any other third parties the full details of those third parties (for example any sub-contractors)	
5.	The likely consequences of the Personal Data Breach	
6.	The measures taken to mitigate the Personal Data Breaches possible adverse effects	
7.	The name and contact details of the Data Protection Officer or other contact point where more information can be obtained	