



Local Solutions in Corby Borough 2014/15

THIS CONTRACT is made the day of 2014

BETWEEN:

- (1) The Office of the Police and Crime Commissioner for Northamptonshire of Wootton Hall, Northampton, NN4 0JQ (the "**OPCC**"); and
- (2) Corby Borough Council of the Corby Cube, George Street, Corby, Northamptonshire NN17 1QG (the "**Supplier**");

each of the OPCC and the Supplier being a **Party** and together the OPCC and the Supplier are the Parties.

THE PARTIES AGREE AS FOLLOWS

1 Definitions and Interpretation

- 1.1 The terms and expressions used in this Contract shall have the meanings set out below:
- 1.1.1 **“Authorised Representative”** means those persons appointed by the Parties in accordance with Clause 13 of this Contract;
 - 1.1.2 **“Commencement Date”** means the 1st April 2014;
 - 1.1.3 **“Data Protection Legislation”** means the Data Protection Act 1998, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and any legislation implementing the Data Protection Directive 95/46/EC of 24 October 1995 or the Privacy and Electronic Communications Directive 2002/58/EC of 12 July 2002;
 - 1.1.4 **“Data Controller”, “Data Processor”, “Data Subject”, “Personal Data” and “Processing”** have the meaning given to them in the Data Protection Legislation;
 - 1.1.5 **“Expiry Date”** means the 31st March 2015;
 - 1.1.6 **“EIR”** means the Environmental Information Regulations 2004;
 - 1.1.7 **“FOIA”** means the Freedom of Information Act 2000;
 - 1.1.8 **“Force Majeure Event”** means an event or sequence of events beyond a Party's reasonable control preventing or delaying it from performing its obligations under this Contract;
 - 1.1.9 **“Service”** means any of the services which form part of the Project as specified in the Schedules 1-3;
 - 1.1.10 **“Fee”** means the sum or sums of money stated in the Schedule 3 that are to be paid by the OPCC to the Supplier under the terms of this Contract;
 - 1.1.11 **“Fee Conditions”** means the purpose and conditions of the Fee set out in Clause 3;
 - 1.1.12 **“Good Industry Practice”** means standards, practices, methods and procedures conforming to the Law and the exercise of that degree of skill, diligence, prudence and foresight which, at the relevant time, would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in the same or a similar type of undertaking as the relevant Party under the same or similar circumstances, seeking in good faith to comply with its contractual and other obligations.
 - 1.1.13 **“Contract Period”** means the period from the Commencement Date to:
 - (a) the Expiry Date, or
 - (b) following an extension pursuant to Clause 2.2, the date of expiry of the extended period,or such earlier date of termination or partial termination of this Contract in accordance with the Law or the provisions of this Contract.
 - 1.1.14 **“Intellectual Property Rights”** means patents, inventions, trademarks, service marks, logos, design rights (whether registerable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether registerable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off;
 - 1.1.15 **“Law(s)”** means any applicable law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code, rule of court or directives or requirements of any Regulatory Body, delegated or subordinate legislation or notice of any Regulatory Body;
 - 1.1.16 **“Outcomes”** means the Outcomes for the Project and/or the Service (as appropriate) set out in the Schedule 2;
 - 1.1.17 **“Project”** means the project set out in the Schedules 1- 3;

- 1.1.18 **“Regulatory Bodies”** means those government departments and regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate or influence the matters dealt with in this Contract or any other affairs of the OPCC and **“Regulatory Body”** shall be construed accordingly;
- 1.1.19 **“VAT”** means value added tax in accordance with the provisions of the Value Added Tax Act 1994 and any similar fiscal or sales tax;
- 1.1.20 **“Service Users”** means anyone who accesses the services or benefits from the activity and interventions provided by the supplier or their partners to deliver the **Outcomes**
- 1.1.21 **“Working Day”** means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
- 1.2 Unless the context otherwise requires, the interpretation and construction of this Contract shall be subject to the following provisions:
 - 1.2.1 words importing the singular meaning include where the context so admits the plural meaning and vice versa;
 - 1.2.2 words importing the masculine include the feminine and the neuter;
 - 1.2.3 references to Clauses or to the Schedules are to clauses or the schedules of this Contract;
 - 1.2.4 references to legislation:
 - (a) include any secondary or subordinate legislation made under or pursuant to that legislation; and
 - (b) include any modification or re-enactment of that legislation;
 - 1.2.5 reference to any person shall include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees;
 - 1.2.6 the words “include”, “includes” and “including” are to be construed as if they were immediately followed by the words “without limitation”;
 - 1.2.7 headings are included in this Contract for ease of reference only and shall not affect the interpretation or construction of this Contract;
 - 1.2.8 references to this Contract means:
 - (a) the Clauses;
 - (b) the Schedules; and
 - (c) any other documents referred to in or attached to the Schedules; and
 - 1.2.9 in the event and to the extent only of any conflict between the Clauses and the Schedules, the Clauses shall prevail.

2 Commencement and Duration

- 2.1 The rights and obligations of the Parties under this Contract shall be deemed to have taken effect on the Commencement Date and shall continue in force for the Contract Period.
- 2.2 Subject to Clause 2.3, the Parties may by Contract in writing signed by each Party's Authorised Representative extend the Contract Period for not more than three months' from the Expiry Date.
- 2.3 Any Contract to extend the term of this Contract beyond the Expiry Date shall include an Contract as to any Fee payable for such extension period.
- 2.4 Where this Contract is extended in accordance with Clauses 2.2 and 2.3, all other provisions of this Contract shall continue in full force and effect during any period of extension.

3 Fee Conditions

- 3.1 The Supplier shall use the Fee:
- 3.1.1 for the purposes set out in, and in accordance with the scope and nature of, the Project and the relevant Service;
 - 3.1.2 to achieve the Outcomes; and
 - 3.1.3 in accordance with the terms and conditions of this Contract.
- 3.2 The Supplier shall not be permitted to change, amend or vary the purposes, scope or nature of the Project or an individual Service without the prior written consent of the OPCC.
- 3.3 The Supplier shall **not** use the Fee for the following:
- 3.3.1 the payment of any capital or operating expenditure incurred prior to the Commencement Date;
 - 3.3.2 the payment or part payment for any post employed by the Supplier, including community safety officers;
 - 3.3.3 any activity which is party-political in intention, use, or presentation;
 - 3.3.4 to support or promote religious activity (excluding inter-faith activity).
- 3.4 The Service(s) must be in the interests of the Service Users and be:
- 3.4.1 free of charge;
 - 3.4.2 confidential;
 - 3.4.3 non-discriminatory (including being available to all regardless of residence status, nationality or citizenship);
 - 3.4.4 available whether or not a crime has been reported to the police; and
 - 3.4.5 available before, during and for an appropriate time after any police investigation or criminal proceedings.
- 3.5 Where the Fee relates to more than one Service, the Supplier may not use Fee provided for one Service for or in respect of another Service.

4 Payment of the Fee

- 4.1 The OPCC shall pay the Fee to the Supplier by instalments as set out in the Schedule 3 to the Supplier's nominated bank account notified to the OPCC in writing on or before the Commencement Date.
- 4.2 If any amount due under this Contract is subject to VAT other any other tax, the OPCC shall not be responsible to pay to the Supplier for that VAT or other tax in addition to the Fee.
- 4.3 The Supplier shall notify the OPCC as soon as reasonably practice if any underspend is forecast.
- 4.4 If an overpayment of the Fee is made at any time, the Supplier shall repay any overpayment within 30 days of receiving any request for repayment from the OPCC.

5 Warranties

- 5.1 The Supplier warrants and represents to the OPCC that:
- 5.1.1 it has the right, power and authority to enter into this Contract and to perform its obligations under this Contract;
 - 5.1.2 all information provided by the Supplier to the OPCC is at the Commencement Date true and accurate and that it is not aware, having made all reasonable enquiries and to the best of its knowledge and belief, that any change will occur after the Commencement Date which will render that information untrue or misleading in any respect and that there has been no material adverse change in the business, assets, operation or prospects of the Supplier that will affect the Project (or any Service) since the date any information was provided;

- 5.1.3 none of the information provided by the Supplier to the OPCC infringes the Intellectual Property Rights of any third party; and
- 5.1.4 any services (including Services) included within the Project will be performed:
 - (a) by suitably qualified and competent personnel who shall exercise all due skill and care and all due diligence in their execution of the services;
 - (b) in accordance with Good Industry Practice;
 - (c) so as to conform with all applicable Law relating to those services and the Project.
- 5.2 The Supplier shall notify the OPCC in writing as soon as it is reasonably able upon becoming aware of any breach of any warranty or representation set out in Clause 5.1. When notifying the OPCC of a breach the Supplier shall use all reasonable endeavours to provide such documentation, information, details and assistance in respect of the breach that the OPCC may reasonably request.

6 Compliance with Law

- 6.1 The Supplier shall comply, and shall (at its own expense unless expressly agreed otherwise) ensure that its employees, agents and representatives shall comply, with all applicable Laws in the performance of the Supplier's duties under this Contract, provided that the Supplier shall not be liable for any breach to the extent that such breach is directly caused or contributed to by any act or default of the OPCC or its employees, agents and representatives.

7 Intellectual Property Rights

- 7.1 The Supplier shall Contract to the OPCC at no cost an irrevocable, royalty-free perpetual license to use and to sub-license the use of any material created by the Supplier under the terms of this Contract for such purposes as the OPCC shall deem appropriate.
- 7.2 The Supplier shall indemnify and keep indemnified and hold harmless the OPCC from and against any losses, damages, liability, costs (including legal fees) and expenses incurred by it as a result of or in connection with any action, demand or claim that use or possession of any information supplied by it to the OPCC or in connection with the Project, the Service(s) or the provision of any services by it pursuant to the Project or any Service, infringes the Intellectual Property Rights of any third party ("IPR Claim").

8 Exclusion and limitation of liability

- 8.1 Neither Party limits its liability for:
 - 8.1.1 death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors (as applicable); or
 - 8.1.2 fraud or fraudulent misrepresentation by it or its employees.
- 8.2 Subject to Clause 8.1, the OPCC's total aggregate liability in respect of all claims, losses or damages, whether arising from contract, tort (including negligence) or otherwise under or in connection with this Contract shall in no event exceed the aggregate of sums paid by it to the Supplier or, if greater, an amount equivalent to the Fee.
- 8.3 Subject to Clause 8.1, the OPCC shall not be liable to the Supplier for:
 - 8.3.1 any indirect, special or consequential loss or damage;
 - 8.3.2 any loss of profits, turnover, data, business opportunities, anticipated savings or damage to goodwill (whether direct or indirect); or
 - 8.3.3 any loss, whether direct or indirect, arising from:
 - (a) the Supplier conducting or undertaking the Project or an individual Service; or
 - (b) the use of the Fee, its late payment (in whole or in part) or its withdrawal.

9 Confidentiality

- 9.1 The Supplier shall keep in strict confidence, and use only for the purpose of performing its obligations under this Contract, all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Supplier by (or on behalf of) the OPCC and any other confidential information concerning the OPCC's operations which the Supplier may obtain and the Supplier shall restrict disclosure of such confidential information to such of its employees, agents or sub-contractors as need to know the same for the purpose of performing its obligations under this Contract and shall ensure that such employees, agents or sub-contractors are subject to like obligations of confidentiality and restrictions of use as bind the Supplier.

10 Data Protection

- 10.1 The Supplier, as Data Controller for any Personal Data used for Processing in connection with the Project and/or a Service, shall comply with all of its obligations under the Data Protection Legislation and shall not indicate to any Data Subject that the OPCC is a Data Controller or Data Processor of that Personal Data.
- 10.2 The Supplier shall indemnify and keep indemnified and hold harmless the OPCC on demand against any costs, claims and proceedings, damages and other liabilities (including monetary penalties or other regulatory fines) incurred by the OPCC as a result of the breach of this Clause 10 by the Supplier or its permitted sub-Processors.
- 10.3 The Supplier consents to the OPCC holding and Processing personal data relating to the Supplier and the Supplier agrees that the OPCC may Process and disclose such data internally and so far as is reasonably necessary externally for the purposes of complying with statutory requirements, meeting the OPCC's legitimate interests and complying with this Contract. The OPCC shall Process Personal Data relating to the Supplier in accordance with the Data Protection Legislation.

11 Freedom of Information and Transparency Obligations

- 11.1 The Supplier acknowledges that the OPCC is subject to the requirements of the FOIA and the EIR and shall assist and co-operate with the OPCC (at the Supplier's expense) to enable the OPCC to comply with the requirements of the FOIA and EIR, including but not limited to transferring (or procuring the transfer) to the OPCC any request for information pursuant to the FOIA or EIR received by the Supplier (or any of its sub-contractors) as soon as practicable following receipt and in any event within three Working Days of receipt.
- 11.2 In no event shall the Supplier respond to a request for information under the FOIA or EIR without the prior written consent of the OPCC.
- 11.3 The Supplier acknowledges that the OPCC may be obliged under the FOIA or the EIR to disclose information:
- 11.3.1 without consulting with the Supplier; or
- 11.3.2 following consultation with the Supplier and having taken its views into account, provided always that where Clause 11.3.2 applies the OPCC shall, in accordance with the recommendations of the Secretary of State for Constitutional Affairs' Code of Practice on the discharge of a public authorities' functions under Part 1 of FOIA, take reasonable steps, where appropriate, to give the Supplier advanced notice, or failing that, to draw the disclosure to the Supplier's attention after any such disclosure.
- 11.4 The Supplier shall ensure that all Information (as defined by the FOIA) produced in the course of this Contract or relating to this Contract is retained for disclosure and shall permit the OPCC to inspect such records as requested from time to time.
- 11.5 The Supplier acknowledges that the OPCC is subject to certain transparency and disclosure obligations set out in the Elected Local Policing Bodies Specified Information Order 2011 (as amended) ("**Transparency Obligations**").
- 11.6 The Supplier gives consent to the OPCC to publish the contents of this Contract and information regarding any tender process related to the Project and/or a Service to enable it to comply with its Transparency Obligations.

- 11.7 The Supplier acknowledges that:
- 11.7.1 the OPCC shall be responsible for determining, at its absolute discretion, whether any information is exempt from disclosure or should be disclosed pursuant to the FOIA, EIR and/or the Transparency Obligations and to what extent it may or shall redact any information disclosed; and
 - 11.7.2 any lists or schedules provided by the Supplier outlining confidential information are of an indicative value only and that the OPCC may be obliged to disclose confidential information in accordance with Clause 11.3 and/or Clause 11.5.

12 Discrimination

- 12.1 The Supplier shall, and shall use all reasonable endeavours to procure that its employees, agents and sub-contractors shall:
- 12.1.1 not unlawfully discriminate either directly or indirectly on such grounds as race, colour, ethnic or national origin, disability, sex or sexual orientation, religion or belief, or age; and
 - 12.1.2 without prejudice to the generality of the foregoing, not unlawfully discriminate within the meaning and scope of Sex Discrimination Act 1975, the Equal Pay Acts 1970 and 1983, the Disability and Discrimination Act 1995, the Human Rights Act 1998, the Employment Equality (Sexual Orientation) Regulations 2003, the Employment Equality (Religion or Belief) Regulations 2003, provisions of the Equality Act 2010 or any other relevant or equivalent legislation (including any equivalent legislation from time to time in force in any other jurisdiction in which any activities are carried out under or in connection with this Contract by the Supplier or any of its Staff or sub-contractors) or any statutory modification or re-enactment thereof.

13 Authorised Representatives

- 13.1 The OPCC's Authorised Representative shall be Matthew Chester, Head of Policy or such other person appointed as such by the OPCC and notified to the Supplier pursuant to Clause 32.
- 13.2 The Supplier's Authorised Representative shall be Fred Scholey, Senior Neighbourhood Manager, or such other person appointed as such by the Supplier and notified to the OPCC pursuant to Clause 32.

14 Review, Monitoring and Information

- 14.1 The Supplier shall provide such information, and any supporting documentation, in relation to the performance of its obligations and compliance with the Law required under this Contract (including information in respect of progress towards achieving the Outcomes and any monitoring information identified in Schedule 4) as the OPCC may reasonably request from time to time. Such information shall be provided in the format and within the timescales as the OPCC reasonably requests from time to time. The Supplier shall ensure that all such information is accurate and complete and, in respect of any information required by the OPCC for tendering purposes, shall notify the OPCC without delay of any changes to information previously provided to the OPCC.
- 14.2 The Supplier shall meet with the OPCC from time to time, at such intervals and in such places reasonably requested by the OPCC, in order to discuss the Project, a Service and/or progress towards achieving the Outcomes and to identify any lessons learned for future projects and/or future Contracts of Fee. The OPCC shall be permitted to share information arising from such meeting with the Chief Constable of its police force and/or with police and crime commissioners and/or chief constables of other police forces.

15 Records

- 15.1 The Supplier shall maintain (and procure that any of its agent and sub-contractors maintain) comprehensive and up-to-date records of its capital and operating expenditure in respect of the Project, and each Service, including such details as the OPCC may reasonably require to ensure that the Fee is being used in accordance with this Contract solely for and in connection with the Project and/or the relevant Service.

- 15.2 The Supplier shall (and shall procure that its agents and sub-contractors shall) make its (or their) records and books of account in relation to the Fee available to the OPCC or any person nominated by the OPCC for the purposes of inspection and audit on the giving of reasonable notice by the OPCC.
- 15.3 The Supplier shall keep all records relating to the Fee for a period of seven years from expiry of the Contract Period.
- 15.4 Upon request, the Supplier shall send to the OPCC a copy of its audited accounts.

16 Procurement by the Supplier

- 16.1 In so far as the Supplier procures any goods, services or works from any third party in order to achieve the Outcomes, then it shall do so in accordance with:
- 16.1.1 the Supplier's standing orders and any other reasonable instructions given by the OPCC;
- 16.1.2 the Public Contracts Regulations 2006 and all other Law governing public procurement as a Contracting Authority within the meaning of those Laws. In addition and without limiting the generality thereof, the Supplier must secure the best value for money and must act in a fair, open and non-discriminatory manner in all purchases of goods and services; and
- 16.1.3 its own procurement processes and financial regulations.
- 16.2 The Supplier shall permit the OPCC or any person nominated by the OPCC to attend and observe any pre-tender meetings, tender evaluations and bidder presentations for the purpose of satisfying the OPCC that any procurement process is conducted in accordance with the terms of this Contract.
- 16.3 If any Fee provided by the OPCC is used to procure goods or services and VAT is included in the cost, the Supplier shall recover that VAT from HM Customs and Excise where it is recoverable and use it to deliver the services required under this Contract to achieve the Outcomes.

17 Purchase of Capital Equipment

- 17.1 The Supplier shall account for the Fee on an accruals basis. This requires the cost of goods or services to be recognised when the goods or services are received, rather than when they are paid for.
- 17.2 If any capital asset costing more than £1,000 is purchased with funds provided by the OPCC, the asset must not be sold or otherwise disposed of within five years of purchase without the OPCC's written consent. The OPCC may require the repayment of all or part of any proceeds of any disposal or sale.
- 17.3 The Supplier must not attempt to raise a mortgage or other charge on OPCC-funded assets without the prior written approval of the OPCC.
- 17.4 The Supplier shall maintain a register of any capital assets purchased with funds provided by the OPCC. This register will record, as a minimum, (a) the date the item was purchased; (b) the price paid; and (c) the date of disposal (in due course).

18 Publicity

- 18.1 The Supplier shall acknowledge the Fee in its annual report and accounts, including an acknowledgement that the OPCC was the source of the Fee, in a form reasonably acceptable to the OPCC.
- 18.2 The OPCC shall be entitled to promote the Fee of the Project (including the Service(s)) in any publicity material or media statement issued by the OPCC.
- 18.3 The Supplier shall (and shall use all reasonable endeavours to procure that its employees, agents, professional advisers and sub-contractors shall) not make any press announcement or publicise this Contract, the Project, any Service or any part thereof in any way, except with the express prior written consent of the OPCC.

18.4 The Supplier shall (and shall use all reasonable endeavours to procure that its employees, agents, professional advisers and sub-contractors shall) not include in any published material the name, logo or style of "Northamptonshire Police" nor "Office of the Police and Crime Commissioner for Northamptonshire"; any Intellectual Property Rights associated therewith; nor any photograph or drawing depicting any officer of Northamptonshire Police force without the OPCC's prior written consent.

19 Indemnity

19.1 The Supplier shall indemnify the OPCC on demand from and against all liabilities arising from third party actions, claims or demands brought against the OPCC for breach of statutory duty concerning the Service(s) which may arise out of or in consequence of a breach by the Supplier of its obligations under this Contract.

20 Breach of Fee Conditions

20.1 If the Supplier fails to comply with any of the Fee Conditions set out in this Contract, or if any of the events mentioned in Clause 20.2 occur, then the OPCC may withhold payment of any future instalment of the Fee and/or require all or any part of the Fee to be repaid. The Supplier must repay any amount required to be repaid under this Clause 20 within 30 days of receiving the demand for repayment.

20.2 The events referred to in Clause 20.1 are as follows:

20.2.1 the Supplier purports to transfer or assign any rights, interests or obligations arising under this Contract without the Contract in advance of the OPCC;

20.2.2 any information provided in relation to the Fee (or in a claim for payment) or in any subsequent supporting correspondence is found to be incorrect or incomplete to an extent which the OPCC considers to be material;

20.2.3 any member of the Supplier's governing body, staff or volunteers acts dishonestly or fraudulently;

20.2.4 the Supplier takes inadequate measures to investigate and resolve any reported irregularity.

20.3 If during the term of this Contract there is a breach of the Fee Conditions in respect of any of the Services the OPCC may (at its option) write to the Supplier giving particulars of the breach and in that event:

20.3.1 the Supplier shall provide the OPCC with a draft performance improvement plan for that Service within 10 Working Days of the date of the Breach Notice;

20.3.2 the OPCC shall either accept the draft performance improvement plan within five Working Days of receipt or inform the Supplier why it cannot accept the draft performance improvement plan; and

20.3.3 if the OPCC does not accept the draft performance improvement plan:

(a) the Parties shall then meet to discuss the OPCC's concerns,

(b) the Supplier shall provide a revised draft performance improvement plan within five Working Days of the meeting; and

(c) if the draft performance improvement plan cannot then be agreed, the OPCC shall be entitled to serve three months' notice of termination in writing upon the Supplier in respect of that Service. Such notice shall not have the effect of terminating this Contract in respect of other Services.

21 Termination

21.1 This Contract does not represent a commitment to renew or continue financial support to the Supplier for the Project, any Service or any other purpose and the OPCC gives no warranty or assurance that further Fee will be made available after the Expiry Date.

21.2 The OPCC may, without prejudice to its other rights and remedies, by notice in writing to the Supplier immediately terminate this Contract or the Fee for a specified Service:

- 21.2.1 if the Fee or any part of the Fee is being used for any purpose other than the purpose set out in this Contract; or
- 21.2.2 if the Supplier:
- (a) has been involved in any illegal activity or improper act in its administration;
 - (b) is in material or persistent breach of any of its obligations under this Contract (or the relevant Service) and if that breach is capable of remedy and the Supplier has failed to remedy that breach within 20 Working Days after receiving written notice requiring it to remedy that breach; or
 - (c) is unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986) or becomes insolvent or an order is made or a resolution passed for the administration, winding-up or dissolution of the Supplier (otherwise than for the purposes of a solvent amalgamation or reconstruction) or an administrative or other receiver, manager, liquidator, administrator, trustee or similar officer is appointed over all or any substantial part of the assets of the Supplier or the Supplier enters into or proposes any composition or arrangement with its creditors generally or any analogous event occurs in any applicable jurisdiction; or
 - (d) ceases or threatens to cease carrying on its business; and
- 21.2.3 in the circumstances set out in Clauses 20.3.3(c), 24.4, 25.5 or 36.2.
- 21.3 Where, in the reasonable opinion of the OPCC, any Fee secured by the Supplier, whether notified to it by the Supplier pursuant to Clause 3.4 or otherwise, is duplicate Fee for the Project or a specific Service, then the OPCC may terminate this Contract on 5 Working Days' notice in writing to the Supplier.
- 21.4 The Supplier may terminate this Contract in relation to Fee for a specific Service by providing not less than 3 months' notice in writing to the OPCC specifying the Service to which the notice relates.
- 21.5 In the event of termination of this Contract for any reason or upon its expiry:
- 21.5.1 the OPCC shall not be liable to make any payment of any unpaid or future instalments of the Fee in respect of the terminated Service(s);
 - 21.5.2 each Party shall within 5 Working Days of such termination or expiry return (or, at the other Party's option, destroy) all Confidential Information (and any other information) belonging to the other Party in its possession or under its control and all copies of such information in respect of the terminated Service(s); and
 - 21.5.3 the Supplier shall:
 - (a) return to the OPCC any assets or property (unless the OPCC gives its written consent to their retention or sale) that are in its possession in connection with the terminated Service(s); and
 - (b) repay to the OPCC any unspent Fee for the terminated Service(s) within 5 Working Days, to the bank account notified to the Supplier in writing on or before termination or expiry.
- 21.6 Termination of this Contract for whatever reason shall not operate to affect any provisions that expressly or by implication survive termination.

22 Insurance

- 22.1 The Supplier shall take out and maintain a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Supplier, arising out of the Supplier's performance of its obligations under this Contract including death or personal injury, loss of or damage to property or any other loss together with any other insurances as may be required by Law.
- 22.2 The Supplier shall provide to the OPCC on request satisfactory evidence of the existence of the insurance referred to in Clause 22.1 together with evidence that the relevant premiums have been paid and that those insurances are in full force and effect.

22.3 If the Supplier is in breach of Clause 22.1 or Clause 22.2, the OPCC may pay any premiums required to keep such insurance in force or itself procure such insurance and may, in either case, recover such amounts from the Supplier on written demand, together with all expenses incurred in procuring such insurance.

22.4 The Supplier undertakes that it shall not do, or omit to do, anything to vitiate either in whole or in part any of the insurance cover that it is obliged to have and maintain under this Clause 22.

23 Dispute Resolution

23.1 In the event of a dispute arising out of or in connection with this Contract, it shall be resolved pursuant to this Clause 23.

23.2 Nothing in this dispute resolution procedure shall prevent a Party from seeking from any court of competent jurisdiction an interim order restraining the other Party from doing any act or compelling the other Party to do any act.

23.3 The Parties shall each use reasonable endeavours to resolve any dispute by means of a prompt and bona fide discussion between the Authorised Representatives.

23.4 In the event that a dispute is not resolved within five Working Days of any discussion between the Authorised Representatives in accordance with Clause 23.3, it shall be referred to the OOPCC's Chief Executive and the Supplier's Chief Executive to resolve.

23.5 If the dispute is not resolved within 10 Working Days of escalation of the dispute in accordance with Clause 23.4, the Parties shall refer it to mediation pursuant to the procedure set out in Clause 23.7 unless either Party does not agree to mediation.

23.6 The obligations of the Parties under this Contract shall not cease, or be suspended or delayed by the reference of a dispute to mediation and each Party, its sub-contractors and their officers, employees and agents shall comply fully with the requirements of this Contract at all times.

23.7 The procedure for mediation and consequential provisions relating to mediation are as follows:

23.7.1 A neutral adviser or mediator (the "**Mediator**") shall be chosen by Contract between the Parties or, if they are unable to agree upon a Mediator within 10 Working Days after a request by one Party to the other or if the Mediator agreed upon is unable or unwilling to act, either Party shall within 10 Working Days from the date of the proposal to appoint a Mediator or within 10 Working Days of notice to either Party that he is unable or unwilling to act, apply to Centre for Effective Dispute Resolution to appoint a Mediator.

23.7.2 The Parties shall within 10 Working Days of the appointment of the Mediator meet with the Mediator in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations to be held. If considered appropriate, the Parties may at any stage seek assistance from Centre for Effective Dispute Resolution to provide guidance on a suitable procedure.

23.7.3 Unless otherwise agreed, all negotiations connected with the dispute and any settlement Contract relating to it shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings.

23.7.4 If the Parties reach Contract on the resolution of the dispute, the Contract shall be recorded in writing and shall be binding on the Parties once it is signed by their Authorised Representatives.

23.7.5 If the Parties fail to reach Contract within 60 Working Days of the Mediator being appointed, or such longer period as may be agreed by the Parties, then any dispute or difference between them may be referred to the Courts.

23.8 Subject to Clause 23.2, the Parties shall not institute court proceedings until the procedures set out in Clauses 23.3, 23.4 and 23.5 have been completed.

24 Prevention of Corruption

24.1 The Supplier or anyone associated with the Supplier shall not:

- 24.1.1 offer or give, or agree to give, to the OPCC or any other public body or any person employed by or on behalf of the OPCC or any other public body any gift or consideration of any kind as an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of this Contract or any other contract with the OPCC or any other public body, or for showing or refraining from showing favour or disfavour to any person in relation to this Contract or any such contract;
- 24.1.2 commit any offence under the Prevention of Corruption Acts 1889 to 1916, or Section 117(2) of the Local Government Act 1972 or the Bribery Act 2010 or under Law creating offences in respect of fraudulent acts or at common law in respect of fraudulent acts in relation to this Contract or any other contract with the OPCC.
- 24.2 For the purpose of this Clause 24, whether a person is associated with another person shall be determined in accordance with section 8 of the Bribery Act 2010 and a person associated with the Supplier includes, but is not limited to, any sub-contractor of the Supplier.
- 24.3 The Supplier warrants that it has not paid commission or agreed to pay commission to the OPCC or any other public body or any person employed by or on behalf of the OPCC or any other public body in connection with this Contract.
- 24.4 If the Supplier, or anyone acting on the Supplier's behalf, engages in conduct prohibited by Clause 24.1 or Clause 24.3, the OPCC may terminate this Contract and recover from the Supplier the amount of any Fee paid to the Supplier together with any loss sustained by the OPCC in consequence of any breach of those Clauses.
- 24.5 Any dispute, difference or question arising in respect of the interpretation of this Clause 24 including the right of the OPCC to terminate this Contract, shall be decided by the OPCC, whose decision shall be final and conclusive.

25 Conflict of Interest and Prevention of Fraud

- 25.1 The Supplier shall take all reasonable steps, in accordance with Good Industry Practice, to:
 - 25.1.1 ensure that neither the Supplier nor any of its employees, agents or representatives is placed in a position where, in the reasonable opinion of the OPCC, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Supplier and the duties owed to the OPCC under the provisions of this Contract; and
 - 25.1.2 prevent fraud by its employees, agents and representatives (including its shareholders, members and directors) in connection with the receipt of monies from the OPCC.
- 25.2 Without prejudice to the generality of Clause 25.1, the Supplier shall set up formal procedures to require all persons involved in the use of the Fee to declare any personal or financial interest in any matter concerning the Supplier's activities and to be excluded from any discussion or decision-making relating to the matter concerned.
- 25.3 The Supplier shall disclose to the OPCC without delay full particulars of any such conflict of interest which may arise and if the Supplier has any grounds for suspecting financial irregularity in the use of any money paid under this Contract, it shall notify the OPCC immediately, explain what steps are being taken to investigate the suspicion, and keep the OPCC informed about the progress of the investigation.
- 25.4 For the purposes of Clause 25.3, "financial irregularity" includes fraud or other impropriety, mismanagement, and the use of the Fee for purposes other than those intended by the OPCC.
- 25.5 If the Supplier or its employees, agents or representatives commits fraud in relation to this Contract or any contract with the OPCC, the OPCC may terminate this Contract and recover from the Supplier the amount of any Fee paid to the Supplier together with any loss sustained by the OPCC in consequence of any breach of this Clause 25.

26 Variation

- 26.1 No amendment or variation to this Contract shall have effect unless made in writing and executed on behalf of the Parties.

27 Relationship

- 27.1 The Parties are independent entities and not partners, principal and agent, or employer and employee, or in any other relationship of trust to each other. Nothing in this Contract shall create a partnership or joint venture between the Parties nor authorise any Party to enter into any contact or commitment for and on behalf of the other Party.

28 Counterparts

- 28.1 This Contract may be executed in counterparts, each of which when executed and delivered shall constitute an original but all counterparts together shall constitute one and the same instrument.

29 Severability

- 29.1 If any provision of this Contract is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions of this Contract shall continue in full force and effect as if this Contract had been executed with the invalid, illegal or unenforceable provision eliminated.
- 29.2 In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of this Contract, the OPCC and the Supplier shall immediately commence good faith negotiations to remedy such invalidity.

30 Remedies Cumulative

- 30.1 Except as otherwise expressly provided by this Contract, all rights and remedies available to either Party under this Contract or otherwise are cumulative and may be exercised concurrently or separately, and the exercise of any one right or remedy shall not be deemed an election of such right or remedy to the exclusion of, and shall be without prejudice to the availability of, any other right or remedy.

31 Waiver

- 31.1 The failure of either Party to insist upon strict performance of any provision of this Contract, or the failure of either Party to exercise, or any delay in exercising, any right or remedy shall not constitute a waiver of that right or remedy and shall not cause a diminution of the obligations established by this Contract.
- 31.2 No waiver shall be effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with Clause 32.
- 31.3 A waiver of any right or remedy arising from a breach of this Contract shall not constitute a waiver of any right or remedy arising from any other or subsequent breach of this Contract.

32 Notices

- 32.1 All notices and other communications in relation to this Contract shall be in writing and shall be deemed to have been duly given if personally delivered, or mailed (first class postage prepaid) to an Authorised Representative at the address of the relevant Party, as referred to above or otherwise notified in writing. If personally delivered all such communications shall be deemed to have been given when received (except that if received on a non-Working Day or after 5.00pm on any Working Day they shall be deemed received on the next Working Day) and if mailed all such communications shall be deemed to have been given and received on the second Working Day following such mailing.
- 32.2 For the avoidance of doubt, any notice given under this Contract shall not be validly served if sent by electronic mail and not confirmed by a letter sent by post.

33 Assignment and sub-contracting

- 33.1 The Supplier may not, without the OPCC's prior written consent, assign or sub-contract any right or obligation under this Contract, in whole or in part.

34 Contracts (Rights of Third Parties) Act 1999

34.1 This Contract does not and is not intended to confer any contractual benefit on any person who is not a Party to this Contract pursuant to the terms of the Contract (Rights of Third Parties) Act 1999. This does not affect any right or remedy of such a person that exists or is available apart from that Act.

35 Entire Contract

35.1 This Contract constitutes the entire Contract and understanding between the Parties and supersedes any previous arrangement, understanding or Contract between them relating the Services.

35.2 The Supplier acknowledges and agrees that it has not been induced to enter into this Contract in reliance upon, and in connection with this Contract, does not have any remedy and waives all rights in respect of, any warranty, representation, statement, Contract or undertaking of any nature whatsoever other than as expressly set out in this Contract, except that this Clause 35.2 shall not exclude liability in respect of any fraudulent misrepresentation.

36 Force Majeure

36.1 Neither Party shall be liable to the other Party for any delay or non-performance of its obligations under this Contract arising from any cause or causes due to a Force Majeure Event, provided that it:

36.1.1 promptly notifies the other Party of the Force Majeure Event and its expected duration; and

36.1.2 uses reasonable endeavours to minimise the effects of that event.

36.2 If, due to a Force Majeure Event, a Party is delayed in or prevented from performing its obligations for a continuous period of more than 5 Working Days OR more than 10 Working Days in any 12 month period, the OPCC may terminate this Contract immediately by notice in writing served on the Supplier.

37 Governing Law

37.1 This Contract shall be governed by and construed in accordance with the Law of England and, subject to Clause 23, the Parties irrevocably submit to the exclusive jurisdiction of the English courts.

This Contract has been entered into on the date first above written

**Signed for and on behalf of
the Police and Crime
Commissioner for Northamptonshire:**



Authorised Officer

**Signed for and on behalf of
Supplier**



Authorised Officer

SUMMARY SCHEDULE

Initiative	Local Solutions in Corby Borough 2014/15, see Schedule 1 – Introduction appended hereto																
Services	See SCHEDULE 2 – Outcomes, delivery and key performance indicators																
Fee	£46,017																
Details of Payment of Fee / Fee Payment Plan	<p>See SCHEDULE 3 – Funding allocations, monitoring and payments and subject to compliance with the terms of this Contract, the Fee will be paid on the following dates:</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th>Period</th> <th>Monitoring meeting</th> <th>Maximum payment</th> <th>Invoice/payment Date</th> </tr> </thead> <tbody> <tr> <td>1 April – 30 September 2014</td> <td></td> <td>£15,339</td> <td>July</td> </tr> <tr> <td>1 October – 31 December 2014</td> <td>September</td> <td>£15,339</td> <td>October</td> </tr> <tr> <td>1 January – 31 March 2015</td> <td>December</td> <td>£15,339</td> <td>January</td> </tr> </tbody> </table> <p>Payment of invoices is within 30 days of receipt of invoice and completed monitoring information as set out below.</p>	Period	Monitoring meeting	Maximum payment	Invoice/payment Date	1 April – 30 September 2014		£15,339	July	1 October – 31 December 2014	September	£15,339	October	1 January – 31 March 2015	December	£15,339	January
Period	Monitoring meeting	Maximum payment	Invoice/payment Date														
1 April – 30 September 2014		£15,339	July														
1 October – 31 December 2014	September	£15,339	October														
1 January – 31 March 2015	December	£15,339	January														
Monitoring Information	To support this, Corby Borough Council will be required to submit a completed monitoring form using the template set out in SCHEDULE- 4. Additional information may be identified and requested prior to subsequent to the meeting. Payments may be dependent on the provision of this information.																

For the avoidance of doubt Schedules 1-4 appended hereto form part of the Contract.

SCHEDULE 1 - Introduction

Initiative

Local Solutions in Corby Borough 2014/15

Purpose

The Police and Crime Commissioner for Northamptonshire has created a *Local Solutions Fund* as a replacement intentions following the removal of the Home Office Community Safety Fund, implementing the Commissioning Framework that sets out the processes and principles for the way all services are being commissioned.

The Police and Crime Commissioner commissions Corby Borough Council to deliver mutually agreed outcome(s) that tackle local crime and community safety problems and deliver against the stated outcomes explicitly articulated in the county's Police and Crime Plan. This relationship will be a matter of public record.

The process is intended to reinforce local delivery through the testable application of the following steps that the evidence base tells us is how to effectively prevent crime, which were articulated in the February 2013 consultation *Preventing Crime: It is time to do things*:

1. Focus in on a clearly defined crime problem
2. The crime problem then needs to be properly analysed and understood
3. Solutions put in place need to fit the analysis of the problem and have been evidenced to work or robustly evaluated

And must also satisfy:

4. Development of sustainable community-based initiatives

Corby Borough Council will have discretion as to how these outcomes can be best delivered. The *Office of Faith-Based and Community Initiatives* will work with Corby Borough Council to provide support and guidance as required.

SCHEDULE 2 – Outcomes, delivery and key performance indicators

The agreed outcomes, identified activities and key performance indicators are set out in the table below:

OUTCOME	KEY PERFORMANCE INDICATORS	DELIVERY
Reduce Youth Anti-Social Behaviour	Number of police-recorded incidents of antisocial behaviour	Diversionary activity for boys and girls aged 11-20 yrs with positive activities – street football, dance and cheer leading Detached outreach by JAM
Reduce Inter-Personal Violence	Number of police-recorded domestic and sexual crimes and incidents Number of police-recorded repeat domestic and sexual crimes and incidents Number of police-recorded repeat victims for all crime	Interactive sessions on behaviour (ASB, domestic violence, alcohol, hate crime and online grooming) Target hardening Programmes – incl "Freedom", "Choose-to-Change"
Reduce Victimization and increase the community feeling of safety	Proportion of residents who feel safe walking in their neighbourhood alone after dark Proportion of residents who fear being a victim of crime Proportion of residents who agree that the police and local council are dealing with the antisocial behaviour and crime issues in their area	DEFENCE (risk assessment / target hardening) No Cold Calling zones Community engagement (residents, businesses, volunteers and Community & Voluntary sector)

SCHEDULE 3 – Funding allocations, monitoring and payments

Funding Allocation

The *Local Solutions Fund* is made up of:

Part A

- Second Home funding allocation and
- Council tax discounts and exemptions,

An agreed proportion is allocated to the Borough and District Councils that raised these elements;

Part B

- A proportion of £150,000 from the Police and Crime Commissioner's commissioning budget allocated to Borough and District Councils calculated by the latest population estimate following the 2011 Census and five year crime rate.

Part C

- Additional funds from the Police and Crime Commissioner's commissioning budget is also be allocated to the appropriate Borough or District Councils to balance the additional Housing Revenue Account costs incurred, on the understanding that this element of the fund is invested in the council housing communities.

The Funds allocated to Corby Borough Council is set in the following table:

	Source	£
Part A	2nd Homes	1,777
	Discounts / Exceptions	14,000
Part B	Commissioning Budget	20,239
Local Solutions Fund Allocation		36,017
Part C	Housing Revenue Account	10,000
TOTAL ALLOCATION		46,017

Monitoring and payment

Following the agreement of the outcome(s), the Police and Crime Commissioner will release the initial funding for the identified interventions to Corby Borough Council in order to provide the resources to commence the initiative up to the maximum set out in the table below. Two further releases will be made, subject to satisfaction that progress to deliver the outcomes is being achieved (see *monitoring and payment*).

Unspent allocations will be rolled forward into the following year only. Unspent allocations will be subject to review by September 2015.

Performance review meetings will be held between representatives of the Office of the Police and Crime Commissioner for Northamptonshire and Corby Borough Council to:

- Monitor performance against performance indicators reflecting the outcomes set out in Schedule 2
- Collectively problem-solve to response effectively to risks and issues
- Maintain an audit trail of performance issues
- Collectively work to deliver sustained and continuous improvement

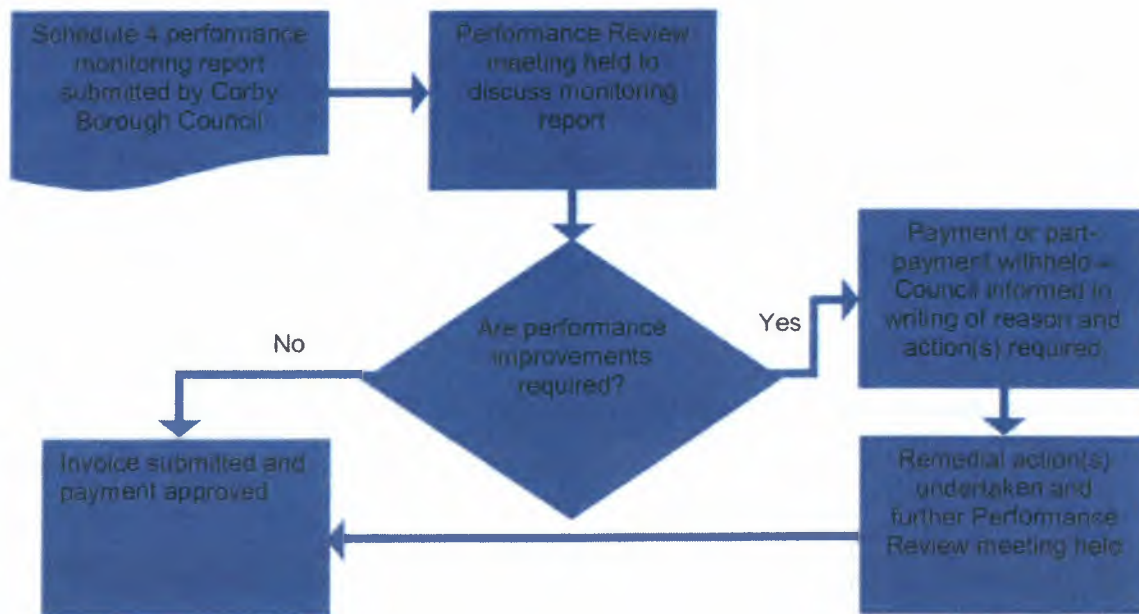
- Review delivery evaluations

To support this, Corby Borough Council will be required to submit a completed monitoring form using the template set out in Schedule 4. Additional information may be identified and requested prior to subsequent to the meeting. Payments may be dependent on the provision of this information.

Where a payment is withheld, the Office of the Police and Crime Commissioner for Northamptonshire will state in writing the reason(s) for withholding the funds and what measures Corby Borough Council needs to put in place in order for further funds to be released.

Period	Monitoring meeting	Maximum payment	Invoice/payment Date
1 April – 30 September 2014		£15,339	July
1 October – 31 December 2014	September	£15,339	October
1 January – 31 March 2015	December	£15,339	January

Monitoring and payment process



Invoices for payment should be sent to:

Northants - MFSS
 The Police and Crime Commissioner for
 Northamptonshire
 PO Box 273
 MFSS Accounts
 WINSFORD
 Cheshire
 CW7 9FW

or by e-mail to: MFSS.Purchasing@Cheshire.pnn.police.uk

Evaluation

All initiatives will need to be subject to a level of evaluation. The scientific method of evaluation will need to be agreed depending on whether it adds to the existing evidence-base and the resources committed.

The Maryland Scale of Scientific Methods summarised in the table below was designed to review 'what works' in crime prevention. It is a five-point scale used to classify the strength of scientific evidence; it does not classify the strength of a programme's or intervention's effect. Scientific evidence is important in terms of being able to infer cause and effect. Sherman and colleagues (1997) argue that only studies with a robust comparison group design provide can provide evidence of causality. This equates to level three and above in the Maryland Scale.

Details of the scale are set out below.

Level Five	Random assignment and analysis of comparable units to programme and comparison groups.
Level Four	Comparison between multiple units with and without the programme, controlling for other factors or using comparison units that evidence only minor differences.
Level Three	A comparison between two or more comparable units of analysis, one with and one without the programme.
Level Two	Temporal sequence between the programme and the crime or risk outcome clearly observed, or the presence of a comparison group without demonstrated comparability to the treatment group.
Level One	Correlation between a crime prevention programme and a measure of crime or crime risk at a particular point in time.

Where necessary, 5% of the initiative costs should be included for the evaluation, which meet the following critical criteria:

- The objectives should be clear from the beginning and should be written down
- There must be sufficient relevant data available about what has happened
- The evaluation must be independent and unbiased. This means that the people undertaking it must be willing to be critical of the programme and its achievements
- Following the evaluation there must be a willingness to change the things that are wrong with the programme

Failure to deliver an evaluation within a reasonable timescale, but no later than 31 May 2014 unless otherwise agreed by the Office of the Police and Crime Commissioner may be taken into account when allocating the *Local Solutions Fund* in subsequent years.

SCHEDULE 4 – Performance Monitoring Form

Please complete and return this form by e-mail, in advance of the Performance Review meeting, to:

Matthew Chester, Head of Policy, Office of the Police and Crime Commissioner for Northamptonshire
E-mail: matt.chester@northantspcc.pnn.police.uk

Guidance

As part of the *Local Solutions Fund* agreement with the Office of the Police and Crime Commissioner for Northamptonshire, Performance Review meetings linked to payments are required.

The Performance Monitoring Form below is intended to support the Performance Review meetings and forming the basis of the meeting discussions. All information provided should clearly show how progress is being achieved towards the delivery of the agreed outcomes, including the agreed key performance and other performance indicators. Any supporting information you feel demonstrate progress should also be enclosed. As part of the monitoring process your organisation should also provide information relating to issues or challenges faced, their effect on service delivery and lessons learned/changes implemented as a result.

The completed form and other supporting information will form the basis of the meeting discussions and is required to be submitted two weeks in advance of the meeting.

Receipt of the completed Performance Monitoring Form is required for the next instalment of the *Local Solutions Fund*. Failure to do so may result in a delay or the instalment being withheld.

If you have any questions or need any support in completing this form, please contact the Office of the Police and Crime Commissioner for Northamptonshire.

Organisation Name:

Corby Borough Council

Initiative:

Local Solutions in Corby Borough 2014/15

Section 1 Outcomes, Delivery and Key Performance Indicators

Outcome 1 - Reduce Youth Anti-Social Behaviour

Please provide details below of progress of interventions, initiatives and activities have been implemented to deliver the outcome. State if there is anything new to those listed in Schedule 2 of the contract:

Please provide details of progress towards the delivery of agreed outcomes (including key performance indicators and agreed targets):

Please tell us about any issues or challenges you have faced in delivering the activities and outcomes listed in Schedule 2 of the contract:

Outcome 2 - Reduce Inter-Personal Violence

Please provide details below of progress of interventions, initiatives and activities have been implemented to deliver the outcome. State if there is anything new to those listed in Schedule 2 of the contract:

Please provide details of progress towards the delivery of agreed outcomes (including key performance indicators and agreed targets):

Please tell us about any issues or challenges you have faced in delivering the activities and outcomes listed in Schedule 2 of the contract:

Outcome 3 - Reduce Victimisation and increase the community feeling of safety

Please provide details below of progress of interventions, initiatives and activities have been implemented to deliver the outcome. State if there is anything new to those listed in Schedule 2 of the contract:

Please provide details of progress towards the delivery of agreed outcomes (including key performance indicators and agreed targets):

Please tell us about any issues or challenges you have faced in delivering the activities and outcomes listed in Schedule 2 of the contract:

Section 2 - General Information

Please provide an update on the progress of the evaluations, including what is being evaluated, how and by whom. Please include indicative timetable.

Please provide any further supporting information that you believe is relevant to the delivery of the outcomes listed in Schedule 2.

Please provide details of any added value that has been achieved through delivering the commissioned outcomes:

Signed:

Print name:

Position:

Date:



Local Solutions in Daventry District 2014/15

THIS CONTRACT is made the 3rd day of October 2014

BETWEEN:

- (1) The Office of the Police and Crime Commissioner for Northamptonshire of Wootton Hall, Northampton, NN4 0JQ (the "**OPCC**"); and
- (2) Daventry District Council of Lodge Road, Daventry, Northamptonshire NN11 4FP (the "**Supplier**");

each of the OPCC and the Supplier being a **Party** and together the OPCC and the Supplier are the Parties.

THE PARTIES AGREE AS FOLLOWS

1 Definitions and Interpretation

- 1.1 The terms and expressions used in this Contract shall have the meanings set out below:
- 1.1.1 **“Authorised Representative”** means those persons appointed by the Parties in accordance with Clause 13 of this Contract;
 - 1.1.2 **“Commencement Date”** means the 1st April 2014;
 - 1.1.3 **“Data Protection Legislation”** means the Data Protection Act 1998, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and any legislation implementing the Data Protection Directive 95/46/EC of 24 October 1995 or the Privacy and Electronic Communications Directive 2002/58/EC of 12 July 2002;
 - 1.1.4 **“Data Controller”, “Data Processor”, “Data Subject”, “Personal Data” and “Processing”** have the meaning given to them in the Data Protection Legislation;
 - 1.1.5 **“Expiry Date”** means the 31st March 2015;
 - 1.1.6 **“EIR”** means the Environmental Information Regulations 2004;
 - 1.1.7 **“FOIA”** means the Freedom of Information Act 2000;
 - 1.1.8 **“Force Majeure Event”** means an event or sequence of events beyond a Party's reasonable control preventing or delaying it from performing its obligations under this Contract;
 - 1.1.9 **“Service”** means any of the services which form part of the Project as specified in the Schedules 1-3;
 - 1.1.10 **“Fee”** means the sum or sums of money stated in the Schedule 3 that are to be paid by the OPCC to the Supplier under the terms of this Contract;
 - 1.1.11 **“Fee Conditions”** means the purpose and conditions of the Fee set out in Clause 3;
 - 1.1.12 **“Good Industry Practice”** means standards, practices, methods and procedures conforming to the Law and the exercise of that degree of skill, diligence, prudence and foresight which, at the relevant time, would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in the same or a similar type of undertaking as the relevant Party under the same or similar circumstances, seeking in good faith to comply with its contractual and other obligations.
 - 1.1.13 **“Contract Period”** means the period from the Commencement Date to:
 - (a) the Expiry Date, or
 - (b) following an extension pursuant to Clause 2.2, the date of expiry of the extended period,or such earlier date of termination or partial termination of this Contract in accordance with the Law or the provisions of this Contract.
 - 1.1.14 **“Intellectual Property Rights”** means patents, inventions, trademarks, service marks, logos, design rights (whether registerable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether registerable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off;
 - 1.1.15 **“Law(s)”** means any applicable law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code, rule of court or directives or requirements of any Regulatory Body, delegated or subordinate legislation or notice of any Regulatory Body;
 - 1.1.16 **“Outcomes”** means the Outcomes for the Project and/or the Service (as appropriate) set out in the Schedule 2;
 - 1.1.17 **“Project”** means the project set out in the Schedules 1- 3;

- 1.1.18 **“Regulatory Bodies”** means those government departments and regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate or influence the matters dealt with in this Contract or any other affairs of the OPCC and **“Regulatory Body”** shall be construed accordingly;
- 1.1.19 **“VAT”** means value added tax in accordance with the provisions of the Value Added Tax Act 1994 and any similar fiscal or sales tax;
- 1.1.20 **“Service Users”** means anyone who accesses the services or benefits from the activity and interventions provided by the supplier or their partners to deliver the **Outcomes**
- 1.1.21 **“Working Day”** means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
- 1.2 Unless the context otherwise requires, the interpretation and construction of this Contract shall be subject to the following provisions:
 - 1.2.1 words importing the singular meaning include where the context so admits the plural meaning and vice versa;
 - 1.2.2 words importing the masculine include the feminine and the neuter;
 - 1.2.3 references to Clauses or to the Schedules are to clauses or the schedules of this Contract;
 - 1.2.4 references to legislation:
 - (a) include any secondary or subordinate legislation made under or pursuant to that legislation; and
 - (b) include any modification or re-enactment of that legislation;
 - 1.2.5 reference to any person shall include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees;
 - 1.2.6 the words “include”, “includes” and “including” are to be construed as if they were immediately followed by the words “without limitation”;
 - 1.2.7 headings are included in this Contract for ease of reference only and shall not affect the interpretation or construction of this Contract;
 - 1.2.8 references to this Contract means:
 - (a) the Clauses;
 - (b) the Schedules; and
 - (c) any other documents referred to in or attached to the Schedules; and
 - 1.2.9 in the event and to the extent only of any conflict between the Clauses and the Schedules, the Clauses shall prevail.

2 Commencement and Duration

- 2.1 The rights and obligations of the Parties under this Contract shall be deemed to have taken effect on the Commencement Date and shall continue in force for the Contract Period.
- 2.2 Subject to Clause 2.3, the Parties may by Contract in writing signed by each Party's Authorised Representative extend the Contract Period for not more than three months' from the Expiry Date.
- 2.3 Any Contract to extend the term of this Contract beyond the Expiry Date shall include an Contract as to any Fee payable for such extension period.
- 2.4 Where this Contract is extended in accordance with Clauses 2.2 and 2.3, all other provisions of this Contract shall continue in full force and effect during any period of extension.

3 Fee Conditions

- 3.1 The Supplier shall use the Fee:
- 3.1.1 for the purposes set out in, and in accordance with the scope and nature of, the Project and the relevant Service;
 - 3.1.2 to achieve the Outcomes; and
 - 3.1.3 in accordance with the terms and conditions of this Contract.
- 3.2 The Supplier shall not be permitted to change, amend or vary the purposes, scope or nature of the Project or an individual Service without the prior written consent of the OPCC.
- 3.3 The Supplier shall **not** use the Fee for the following:
- 3.3.1 the payment of any capital or operating expenditure incurred prior to the Commencement Date;
 - 3.3.2 the payment or part payment for any post employed by the Supplier, including community safety officers;
 - 3.3.3 any activity which is party-political in intention, use, or presentation;
 - 3.3.4 to support or promote religious activity (excluding inter-faith activity).
- 3.4 The Service(s) must be in the interests of the Service Users and be:
- 3.4.1 free of charge;
 - 3.4.2 confidential;
 - 3.4.3 non-discriminatory (including being available to all regardless of residence status, nationality or citizenship);
 - 3.4.4 available whether or not a crime has been reported to the police; and
 - 3.4.5 available before, during and for an appropriate time after any police investigation or criminal proceedings.
- 3.5 Where the Fee relates to more than one Service, the Supplier may not use Fee provided for one Service for or in respect of another Service.

4 Payment of the Fee

- 4.1 The OPCC shall pay the Fee to the Supplier by instalments as set out in the Schedule 3 to the Supplier's nominated bank account notified to the OPCC in writing on or before the Commencement Date.
- 4.2 If any amount due under this Contract is subject to VAT other any other tax, the OPCC shall not be responsible to pay to the Supplier for that VAT or other tax in addition to the Fee.
- 4.3 The Supplier shall notify the OPCC as soon as reasonably practice if any underspend is forecast.
- 4.4 If an overpayment of the Fee is made at any time, the Supplier shall repay any overpayment within 30 days of receiving any request for repayment from the OPCC.

5 Warranties

- 5.1 The Supplier warrants and represents to the OPCC that:
- 5.1.1 it has the right, power and authority to enter into this Contract and to perform its obligations under this Contract;
 - 5.1.2 all information provided by the Supplier to the OPCC is at the Commencement Date true and accurate and that it is not aware, having made all reasonable enquiries and to the best of its knowledge and belief, that any change will occur after the Commencement Date which will render that information untrue or misleading in any respect and that there has been no material adverse change in the business, assets, operation or prospects of the Supplier that will affect the Project (or any Service) since the date any information was provided;

- 5.1.3 none of the information provided by the Supplier to the OPCC infringes the Intellectual Property Rights of any third party; and
- 5.1.4 any services (including Services) included within the Project will be performed:
 - (a) by suitably qualified and competent personnel who shall exercise all due skill and care and all due diligence in their execution of the services;
 - (b) in accordance with Good Industry Practice;
 - (c) so as to conform with all applicable Law relating to those services and the Project.
- 5.2 The Supplier shall notify the OPCC in writing as soon as it is reasonably able upon becoming aware of any breach of any warranty or representation set out in Clause 5.1. When notifying the OPCC of a breach the Supplier shall use all reasonable endeavours to provide such documentation, information, details and assistance in respect of the breach that the OPCC may reasonably request.

6 Compliance with Law

- 6.1 The Supplier shall comply, and shall (at its own expense unless expressly agreed otherwise) ensure that its employees, agents and representatives shall comply, with all applicable Laws in the performance of the Supplier's duties under this Contract, provided that the Supplier shall not be liable for any breach to the extent that such breach is directly caused or contributed to by any act or default of the OPCC or its employees, agents and representatives.

7 Intellectual Property Rights

- 7.1 The Supplier shall Contract to the OPCC at no cost an irrevocable, royalty-free perpetual license to use and to sub-license the use of any material created by the Supplier under the terms of this Contract for such purposes as the OPCC shall deem appropriate.
- 7.2 The Supplier shall indemnify and keep indemnified and hold harmless the OPCC from and against any losses, damages, liability, costs (including legal fees) and expenses incurred by it as a result of or in connection with any action, demand or claim that use or possession of any information supplied by it to the OPCC or in connection with the Project, the Service(s) or the provision of any services by it pursuant to the Project or any Service, infringes the Intellectual Property Rights of any third party ("**IPR Claim**").

8 Exclusion and limitation of liability

- 8.1 Neither Party limits its liability for:
 - 8.1.1 death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors (as applicable); or
 - 8.1.2 fraud or fraudulent misrepresentation by it or its employees.
- 8.2 Subject to Clause 8.1, the OPCC's total aggregate liability in respect of all claims, losses or damages, whether arising from contract, tort (including negligence) or otherwise under or in connection with this Contract shall in no event exceed the aggregate of sums paid by it to the Supplier or, if greater, an amount equivalent to the Fee.
- 8.3 Subject to Clause 8.1, the OPCC shall not be liable to the Supplier for:
 - 8.3.1 any indirect, special or consequential loss or damage;
 - 8.3.2 any loss of profits, turnover, data, business opportunities, anticipated savings or damage to goodwill (whether direct or indirect); or
 - 8.3.3 any loss, whether direct or indirect, arising from:
 - (a) the Supplier conducting or undertaking the Project or an individual Service; or
 - (b) the use of the Fee, its late payment (in whole or in part) or its withdrawal.

9 Confidentiality

- 9.1 The Supplier shall keep in strict confidence, and use only for the purpose of performing its obligations under this Contract, all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Supplier by (or on behalf of) the OPCC and any other confidential information concerning the OPCC's operations which the Supplier may obtain and the Supplier shall restrict disclosure of such confidential information to such of its employees, agents or sub-contractors as need to know the same for the purpose of performing its obligations under this Contract and shall ensure that such employees, agents or sub-contractors are subject to like obligations of confidentiality and restrictions of use as bind the Supplier.

10 Data Protection

- 10.1 The Supplier, as Data Controller for any Personal Data used for Processing in connection with the Project and/or a Service, shall comply with all of its obligations under the Data Protection Legislation and shall not indicate to any Data Subject that the OPCC is a Data Controller or Data Processor of that Personal Data.
- 10.2 The Supplier shall indemnify and keep indemnified and hold harmless the OPCC on demand against any costs, claims and proceedings, damages and other liabilities (including monetary penalties or other regulatory fines) incurred by the OPCC as a result of the breach of this Clause 10 by the Supplier or its permitted sub-Processors.
- 10.3 The Supplier consents to the OPCC holding and Processing personal data relating to the Supplier and the Supplier agrees that the OPCC may Process and disclose such data internally and so far as is reasonably necessary externally for the purposes of complying with statutory requirements, meeting the OPCC's legitimate interests and complying with this Contract. The OPCC shall Process Personal Data relating to the Supplier in accordance with the Data Protection Legislation.

11 Freedom of Information and Transparency Obligations

- 11.1 The Supplier acknowledges that the OPCC is subject to the requirements of the FOIA and the EIR and shall assist and co-operate with the OPCC (at the Supplier's expense) to enable the OPCC to comply with the requirements of the FOIA and EIR, including but not limited to transferring (or procuring the transfer) to the OPCC any request for information pursuant to the FOIA or EIR received by the Supplier (or any of its sub-contractors) as soon as practicable following receipt and in any event within three Working Days of receipt.
- 11.2 In no event shall the Supplier respond to a request for information under the FOIA or EIR without the prior written consent of the OPCC.
- 11.3 The Supplier acknowledges that the OPCC may be obliged under the FOIA or the EIR to disclose information:
- 11.3.1 without consulting with the Supplier; or
 - 11.3.2 following consultation with the Supplier and having taken its views into account, provided always that where Clause 11.3.2 applies the OPCC shall, in accordance with the recommendations of the Secretary of State for Constitutional Affairs' Code of Practice on the discharge of a public authorities' functions under Part 1 of FOIA, take reasonable steps, where appropriate, to give the Supplier advanced notice, or failing that, to draw the disclosure to the Supplier's attention after any such disclosure.
- 11.4 The Supplier shall ensure that all Information (as defined by the FOIA) produced in the course of this Contract or relating to this Contract is retained for disclosure and shall permit the OPCC to inspect such records as requested from time to time.
- 11.5 The Supplier acknowledges that the OPCC is subject to certain transparency and disclosure obligations set out in the Elected Local Policing Bodies Specified Information Order 2011 (as amended) ("**Transparency Obligations**").
- 11.6 The Supplier gives consent to the OPCC to publish the contents of this Contract and information regarding any tender process related to the Project and/or a Service to enable it to comply with its Transparency Obligations.

- 11.7 The Supplier acknowledges that:
- 11.7.1 the OPCC shall be responsible for determining, at its absolute discretion, whether any information is exempt from disclosure or should be disclosed pursuant to the FOIA, EIR and/or the Transparency Obligations and to what extent it may or shall redact any information disclosed; and
 - 11.7.2 any lists or schedules provided by the Supplier outlining confidential information are of an indicative value only and that the OPCC may be obliged to disclose confidential information in accordance with Clause 11.3 and/or Clause 11.5.

12 Discrimination

- 12.1 The Supplier shall, and shall use all reasonable endeavours to procure that its employees, agents and sub-contractors shall:
- 12.1.1 not unlawfully discriminate either directly or indirectly on such grounds as race, colour, ethnic or national origin, disability, sex or sexual orientation, religion or belief, or age; and
 - 12.1.2 without prejudice to the generality of the foregoing, not unlawfully discriminate within the meaning and scope of Sex Discrimination Act 1975, the Equal Pay Acts 1970 and 1983, the Disability and Discrimination Act 1995, the Human Rights Act 1998, the Employment Equality (Sexual Orientation) Regulations 2003, the Employment Equality (Religion or Belief) Regulations 2003, provisions of the Equality Act 2010 or any other relevant or equivalent legislation (including any equivalent legislation from time to time in force in any other jurisdiction in which any activities are carried out under or in connection with this Contract by the Supplier or any of its Staff or sub-contractors) or any statutory modification or re-enactment thereof.

13 Authorised Representatives

- 13.1 The OPCC's Authorised Representative shall be Matthew Chester, Head of Policy or such other person appointed as such by the OPCC and notified to the Supplier pursuant to Clause 32.
- 13.2 The Supplier's Authorised Representative shall be Maria Taylor, Community Manager or such other person appointed as such by the Supplier and notified to the OPCC pursuant to Clause 32.

14 Review, Monitoring and Information

- 14.1 The Supplier shall provide such information, and any supporting documentation, in relation to the performance of its obligations and compliance with the Law required under this Contract (including information in respect of progress towards achieving the Outcomes and any monitoring information identified in Schedule 4) as the OPCC may reasonably request from time to time. Such information shall be provided in the format and within the timescales as the OPCC reasonably requests from time to time. The Supplier shall ensure that all such information is accurate and complete and, in respect of any information required by the OPCC for tendering purposes, shall notify the OPCC without delay of any changes to information previously provided to the OPCC.
- 14.2 The Supplier shall meet with the OPCC from time to time, at such intervals and in such places reasonably requested by the OPCC, in order to discuss the Project, a Service and/or progress towards achieving the Outcomes and to identify any lessons learned for future projects and/or future Contracts of Fee. The OPCC shall be permitted to share information arising from such meeting with the Chief Constable of its police force and/or with police and crime commissioners and/or chief constables of other police forces.

15 Records

- 15.1 The Supplier shall maintain (and procure that any of its agent and sub-contractors maintain) comprehensive and up-to-date records of its capital and operating expenditure in respect of the Project, and each Service, including such details as the OPCC may reasonably require to ensure that the Fee is being used in accordance with this Contract solely for and in connection with the Project and/or the relevant Service.

- 15.2 The Supplier shall (and shall procure that its agents and sub-contractors shall) make its (or their) records and books of account in relation to the Fee available to the OPCC or any person nominated by the OPCC for the purposes of inspection and audit on the giving of reasonable notice by the OPCC.
- 15.3 The Supplier shall keep all records relating to the Fee for a period of seven years from expiry of the Contract Period.
- 15.4 Upon request, the Supplier shall send to the OPCC a copy of its audited accounts.

16 Procurement by the Supplier

- 16.1 In so far as the Supplier procures any goods, services or works from any third party in order to achieve the Outcomes, then it shall do so in accordance with:
- 16.1.1 the Supplier's standing orders and any other reasonable instructions given by the OPCC;
- 16.1.2 the Public Contracts Regulations 2006 and all other Law governing public procurement as a Contracting Authority within the meaning of those Laws. In addition and without limiting the generality thereof, the Supplier must secure the best value for money and must act in a fair, open and non-discriminatory manner in all purchases of goods and services; and
- 16.1.3 its own procurement processes and financial regulations.
- 16.2 The Supplier shall permit the OPCC or any person nominated by the OPCC to attend and observe any pre-tender meetings, tender evaluations and bidder presentations for the purpose of satisfying the OPCC that any procurement process is conducted in accordance with the terms of this Contract.
- 16.3 If any Fee provided by the OPCC is used to procure goods or services and VAT is included in the cost, the Supplier shall recover that VAT from HM Customs and Excise where it is recoverable and use it to deliver the services required under this Contract to achieve the Outcomes.

17 Purchase of Capital Equipment

- 17.1 The Supplier shall account for the Fee on an accruals basis. This requires the cost of goods or services to be recognised when the goods or services are received, rather than when they are paid for.
- 17.2 If any capital asset costing more than £1,000 is purchased with funds provided by the OPCC, the asset must not be sold or otherwise disposed of within five years of purchase without the OPCC's written consent. The OPCC may require the repayment of all or part of any proceeds of any disposal or sale.
- 17.3 The Supplier must not attempt to raise a mortgage or other charge on OPCC-funded assets without the prior written approval of the OPCC.
- 17.4 The Supplier shall maintain a register of any capital assets purchased with funds provided by the OPCC. This register will record, as a minimum, (a) the date the item was purchased; (b) the price paid; and (c) the date of disposal (in due course).

18 Publicity

- 18.1 The Supplier shall acknowledge the Fee in its annual report and accounts, including an acknowledgement that the OPCC was the source of the Fee, in a form reasonably acceptable to the OPCC.
- 18.2 The OPCC shall be entitled to promote the Fee of the Project (including the Service(s)) in any publicity material or media statement issued by the OPCC.
- 18.3 The Supplier shall (and shall use all reasonable endeavours to procure that its employees, agents, professional advisers and sub-contractors shall) not make any press announcement or publicise this Contract, the Project, any Service or any part thereof in any way, except with the express prior written consent of the OPCC.

18.4 The Supplier shall (and shall use all reasonable endeavours to procure that its employees, agents, professional advisers and sub-contractors shall) not include in any published material the name, logo or style of "Northamptonshire Police" nor "Office of the Police and Crime Commissioner for Northamptonshire"; any Intellectual Property Rights associated therewith; nor any photograph or drawing depicting any officer of Northamptonshire Police force without the OPCC's prior written consent.

19 Indemnity

19.1 The Supplier shall indemnify the OPCC on demand from and against all liabilities arising from third party actions, claims or demands brought against the OPCC for breach of statutory duty concerning the Service(s) which may arise out of or in consequence of a breach by the Supplier of its obligations under this Contract.

20 Breach of Fee Conditions

20.1 If the Supplier fails to comply with any of the Fee Conditions set out in this Contract, or if any of the events mentioned in Clause 20.2 occur, then the OPCC may withhold payment of any future instalment of the Fee and/or require all or any part of the Fee to be repaid. The Supplier must repay any amount required to be repaid under this Clause 20 within 30 days of receiving the demand for repayment.

20.2 The events referred to in Clause 20.1 are as follows:

20.2.1 the Supplier purports to transfer or assign any rights, interests or obligations arising under this Contract without the Contract in advance of the OPCC;

20.2.2 any information provided in relation to the Fee (or in a claim for payment) or in any subsequent supporting correspondence is found to be incorrect or incomplete to an extent which the OPCC considers to be material;

20.2.3 any member of the Supplier's governing body, staff or volunteers acts dishonestly or fraudulently;

20.2.4 the Supplier takes inadequate measures to investigate and resolve any reported irregularity.

20.3 If during the term of this Contract there is a breach of the Fee Conditions in respect of any of the Services the OPCC may (at its option) write to the Supplier giving particulars of the breach and in that event:

20.3.1 the Supplier shall provide the OPCC with a draft performance improvement plan for that Service within 10 Working Days of the date of the Breach Notice;

20.3.2 the OPCC shall either accept the draft performance improvement plan within five Working Days of receipt or inform the Supplier why it cannot accept the draft performance improvement plan; and

20.3.3 if the OPCC does not accept the draft performance improvement plan:

(a) the Parties shall then meet to discuss the OPCC's concerns,

(b) the Supplier shall provide a revised draft performance improvement plan within five Working Days of the meeting; and

(c) if the draft performance improvement plan cannot then be agreed, the OPCC shall be entitled to serve three months' notice of termination in writing upon the Supplier in respect of that Service. Such notice shall not have the effect of terminating this Contract in respect of other Services.

21 Termination

21.1 This Contract does not represent a commitment to renew or continue financial support to the Supplier for the Project, any Service or any other purpose and the OPCC gives no warranty or assurance that further Fee will be made available after the Expiry Date.

21.2 The OPCC may, without prejudice to its other rights and remedies, by notice in writing to the Supplier immediately terminate this Contract or the Fee for a specified Service:

- 21.2.1 if the Fee or any part of the Fee is being used for any purpose other than the purpose set out in this Contract; or
- 21.2.2 if the Supplier:
- (a) has been involved in any illegal activity or improper act in its administration;
 - (b) is in material or persistent breach of any of its obligations under this Contract (or the relevant Service) and if that breach is capable of remedy and the Supplier has failed to remedy that breach within 20 Working Days after receiving written notice requiring it to remedy that breach; or
 - (c) is unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986) or becomes insolvent or an order is made or a resolution passed for the administration, winding-up or dissolution of the Supplier (otherwise than for the purposes of a solvent amalgamation or reconstruction) or an administrative or other receiver, manager, liquidator, administrator, trustee or similar officer is appointed over all or any substantial part of the assets of the Supplier or the Supplier enters into or proposes any composition or arrangement with its creditors generally or any analogous event occurs in any applicable jurisdiction; or
 - (d) ceases or threatens to cease carrying on its business; and
- 21.2.3 in the circumstances set out in Clauses 20.3.3(c), 24.4, 25.5 or 36.2.
- 21.3 Where, in the reasonable opinion of the OPCC, any Fee secured by the Supplier, whether notified to it by the Supplier pursuant to Clause 3.4 or otherwise, is duplicate Fee for the Project or a specific Service, then the OPCC may terminate this Contract on 5 Working Days' notice in writing to the Supplier.
- 21.4 The Supplier may terminate this Contract in relation to Fee for a specific Service by providing not less than 3 months' notice in writing to the OPCC specifying the Service to which the notice relates.
- 21.5 In the event of termination of this Contract for any reason or upon its expiry:
- 21.5.1 the OPCC shall not be liable to make any payment of any unpaid or future instalments of the Fee in respect of the terminated Service(s);
 - 21.5.2 each Party shall within 5 Working Days of such termination or expiry return (or, at the other Party's option, destroy) all Confidential Information (and any other information) belonging to the other Party in its possession or under its control and all copies of such information in respect of the terminated Service(s); and
 - 21.5.3 the Supplier shall:
 - (a) return to the OPCC any assets or property (unless the OPCC gives its written consent to their retention or sale) that are in its possession in connection with the terminated Service(s); and
 - (b) repay to the OPCC any unspent Fee for the terminated Service(s) within 5 Working Days, to the bank account notified to the Supplier in writing on or before termination or expiry.
- 21.6 Termination of this Contract for whatever reason shall not operate to affect any provisions that expressly or by implication survive termination.

22 Insurance

- 22.1 The Supplier shall take out and maintain a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Supplier, arising out of the Supplier's performance of its obligations under this Contract including death or personal injury, loss of or damage to property or any other loss together with any other insurances as may be required by Law.
- 22.2 The Supplier shall provide to the OPCC on request satisfactory evidence of the existence of the insurance referred to in Clause 22.1 together with evidence that the relevant premiums have been paid and that those insurances are in full force and effect.

22.3 If the Supplier is in breach of Clause 22.1 or Clause 22.2, the OPCC may pay any premiums required to keep such insurance in force or itself procure such insurance and may, in either case, recover such amounts from the Supplier on written demand, together with all expenses incurred in procuring such insurance.

22.4 The Supplier undertakes that it shall not do, or omit to do, anything to vitiate either in whole or in part any of the insurance cover that it is obliged to have and maintain under this Clause 22.

23 Dispute Resolution

23.1 In the event of a dispute arising out of or in connection with this Contract, it shall be resolved pursuant to this Clause 23.

23.2 Nothing in this dispute resolution procedure shall prevent a Party from seeking from any court of competent jurisdiction an interim order restraining the other Party from doing any act or compelling the other Party to do any act.

23.3 The Parties shall each use reasonable endeavours to resolve any dispute by means of a prompt and bona fide discussion between the Authorised Representatives.

23.4 In the event that a dispute is not resolved within five Working Days of any discussion between the Authorised Representatives in accordance with Clause 23.3, it shall be referred to the OPCC's Chief Executive and the Supplier's Chief Executive to resolve.

23.5 If the dispute is not resolved within 10 Working Days of escalation of the dispute in accordance with Clause 23.4, the Parties shall refer it to mediation pursuant to the procedure set out in Clause 23.7 unless either Party does not agree to mediation.

23.6 The obligations of the Parties under this Contract shall not cease, or be suspended or delayed by the reference of a dispute to mediation and each Party, its sub-contractors and their officers, employees and agents shall comply fully with the requirements of this Contract at all times.

23.7 The procedure for mediation and consequential provisions relating to mediation are as follows:

23.7.1 A neutral adviser or mediator (the "**Mediator**") shall be chosen by Contract between the Parties or, if they are unable to agree upon a Mediator within 10 Working Days after a request by one Party to the other or if the Mediator agreed upon is unable or unwilling to act, either Party shall within 10 Working Days from the date of the proposal to appoint a Mediator or within 10 Working Days of notice to either Party that he is unable or unwilling to act, apply to Centre for Effective Dispute Resolution to appoint a Mediator.

23.7.2 The Parties shall within 10 Working Days of the appointment of the Mediator meet with the Mediator in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations to be held. If considered appropriate, the Parties may at any stage seek assistance from Centre for Effective Dispute Resolution to provide guidance on a suitable procedure.

23.7.3 Unless otherwise agreed, all negotiations connected with the dispute and any settlement Contract relating to it shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings.

23.7.4 If the Parties reach Contract on the resolution of the dispute, the Contract shall be recorded in writing and shall be binding on the Parties once it is signed by their Authorised Representatives.

23.7.5 If the Parties fail to reach Contract within 60 Working Days of the Mediator being appointed, or such longer period as may be agreed by the Parties, then any dispute or difference between them may be referred to the Courts.

23.8 Subject to Clause 23.2, the Parties shall not institute court proceedings until the procedures set out in Clauses 23.3, 23.4 and 23.5 have been completed.

24 Prevention of Corruption

24.1 The Supplier or anyone associated with the Supplier shall not:

- 24.1.1 offer or give, or agree to give, to the OPCC or any other public body or any person employed by or on behalf of the OPCC or any other public body any gift or consideration of any kind as an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of this Contract or any other contract with the OPCC or any other public body, or for showing or refraining from showing favour or disfavour to any person in relation to this Contract or any such contract;
- 24.1.2 commit any offence under the Prevention of Corruption Acts 1889 to 1916, or Section 117(2) of the Local Government Act 1972 or the Bribery Act 2010 or under Law creating offences in respect of fraudulent acts or at common law in respect of fraudulent acts in relation to this Contract or any other contract with the OPCC.
- 24.2 For the purpose of this Clause 24, whether a person is associated with another person shall be determined in accordance with section 8 of the Bribery Act 2010 and a person associated with the Supplier includes, but is not limited to, any sub-contractor of the Supplier.
- 24.3 The Supplier warrants that it has not paid commission or agreed to pay commission to the OPCC or any other public body or any person employed by or on behalf of the OPCC or any other public body in connection with this Contract.
- 24.4 If the Supplier, or anyone acting on the Supplier's behalf, engages in conduct prohibited by Clause 24.1 or Clause 24.3, the OPCC may terminate this Contract and recover from the Supplier the amount of any Fee paid to the Supplier together with any loss sustained by the OPCC in consequence of any breach of those Clauses.
- 24.5 Any dispute, difference or question arising in respect of the interpretation of this Clause 24 including the right of the OPCC to terminate this Contract, shall be decided by the OPCC, whose decision shall be final and conclusive.

25 Conflict of Interest and Prevention of Fraud

- 25.1 The Supplier shall take all reasonable steps, in accordance with Good Industry Practice, to:
 - 25.1.1 ensure that neither the Supplier nor any of its employees, agents or representatives is placed in a position where, in the reasonable opinion of the OPCC, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Supplier and the duties owed to the OPCC under the provisions of this Contract; and
 - 25.1.2 prevent fraud by its employees, agents and representatives (including its shareholders, members and directors) in connection with the receipt of monies from the OPCC.
- 25.2 Without prejudice to the generality of Clause 25.1, the Supplier shall set up formal procedures to require all persons involved in the use of the Fee to declare any personal or financial interest in any matter concerning the Supplier's activities and to be excluded from any discussion or decision-making relating to the matter concerned.
- 25.3 The Supplier shall disclose to the OPCC without delay full particulars of any such conflict of interest which may arise and if the Supplier has any grounds for suspecting financial irregularity in the use of any money paid under this Contract, it shall notify the OPCC immediately, explain what steps are being taken to investigate the suspicion, and keep the OPCC informed about the progress of the investigation.
- 25.4 For the purposes of Clause 25.3, "financial irregularity" includes fraud or other impropriety, mismanagement, and the use of the Fee for purposes other than those intended by the OPCC.
- 25.5 If the Supplier or its employees, agents or representatives commits fraud in relation to this Contract or any contract with the OPCC, the OPCC may terminate this Contract and recover from the Supplier the amount of any Fee paid to the Supplier together with any loss sustained by the OPCC in consequence of any breach of this Clause 25.

26 Variation

- 26.1 No amendment or variation to this Contract shall have effect unless made in writing and executed on behalf of the Parties.

27 Relationship

- 27.1 The Parties are independent entities and not partners, principal and agent, or employer and employee, or in any other relationship of trust to each other. Nothing in this Contract shall create a partnership or joint venture between the Parties nor authorise any Party to enter into any contact or commitment for and on behalf of the other Party.

28 Counterparts

- 28.1 This Contract may be executed in counterparts, each of which when executed and delivered shall constitute an original but all counterparts together shall constitute one and the same instrument.

29 Severability

- 29.1 If any provision of this Contract is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions of this Contract shall continue in full force and effect as if this Contract had been executed with the invalid, illegal or unenforceable provision eliminated.
- 29.2 In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of this Contract, the OPCC and the Supplier shall immediately commence good faith negotiations to remedy such invalidity.

30 Remedies Cumulative

- 30.1 Except as otherwise expressly provided by this Contract, all rights and remedies available to either Party under this Contract or otherwise are cumulative and may be exercised concurrently or separately, and the exercise of any one right or remedy shall not be deemed an election of such right or remedy to the exclusion of, and shall be without prejudice to the availability of, any other right or remedy.

31 Waiver

- 31.1 The failure of either Party to insist upon strict performance of any provision of this Contract, or the failure of either Party to exercise, or any delay in exercising, any right or remedy shall not constitute a waiver of that right or remedy and shall not cause a diminution of the obligations established by this Contract.
- 31.2 No waiver shall be effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with Clause 32.
- 31.3 A waiver of any right or remedy arising from a breach of this Contract shall not constitute a waiver of any right or remedy arising from any other or subsequent breach of this Contract.

32 Notices

- 32.1 All notices and other communications in relation to this Contract shall be in writing and shall be deemed to have been duly given if personally delivered, or mailed (first class postage prepaid) to an Authorised Representative at the address of the relevant Party, as referred to above or otherwise notified in writing. If personally delivered all such communications shall be deemed to have been given when received (except that if received on a non-Working Day or after 5.00pm on any Working Day they shall be deemed received on the next Working Day) and if mailed all such communications shall be deemed to have been given and received on the second Working Day following such mailing.
- 32.2 For the avoidance of doubt, any notice given under this Contract shall not be validly served if sent by electronic mail and not confirmed by a letter sent by post.

33 Assignment and sub-contracting

- 33.1 The Supplier may not, without the OPCC's prior written consent, assign or sub-contract any right or obligation under this Contract, in whole or in part.

34 Contracts (Rights of Third Parties) Act 1999

34.1 This Contract does not and is not intended to confer any contractual benefit on any person who is not a Party to this Contract pursuant to the terms of the Contract (Rights of Third Parties) Act 1999. This does not affect any right or remedy of such a person that exists or is available apart from that Act.

35 Entire Contract

35.1 This Contract constitutes the entire Contract and understanding between the Parties and supersedes any previous arrangement, understanding or Contract between them relating the Services.

35.2 The Supplier acknowledges and agrees that it has not been induced to enter into this Contract in reliance upon, and in connection with this Contract, does not have any remedy and waives all rights in respect of, any warranty, representation, statement, Contract or undertaking of any nature whatsoever other than as expressly set out in this Contract, except that this Clause 35.2 shall not exclude liability in respect of any fraudulent misrepresentation.

36 Force Majeure

36.1 Neither Party shall be liable to the other Party for any delay or non-performance of its obligations under this Contract arising from any cause or causes due to a Force Majeure Event, provided that it:

36.1.1 promptly notifies the other Party of the Force Majeure Event and its expected duration; and

36.1.2 uses reasonable endeavours to minimise the effects of that event.

36.2 If, due to a Force Majeure Event, a Party is delayed in or prevented from performing its obligations for a continuous period of more than 5 Working Days OR more than 10 Working Days in any 12 month period, the OPCC may terminate this Contract immediately by notice in writing served on the Supplier.

37 Governing Law

37.1 This Contract shall be governed by and construed in accordance with the Law of England and, subject to Clause 23, the Parties irrevocably submit to the exclusive jurisdiction of the English courts.

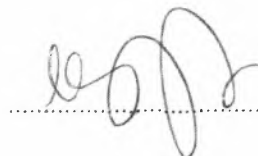
This Contract has been entered into on the date first above written

Signed for and on behalf of
the Police and Crime
Commissioner for Northamptonshire:



Authorised Officer

Signed for and on behalf of
Supplier



Authorised Officer

SUMMARY SCHEDULE

Initiative	Local Solutions in Daventry District 2014/15, see Schedule 1 – Introduction appended hereto																
Services	See SCHEDULE 2 – Outcomes, delivery and key performance indicators																
Fee	£44,957																
Details of Payment of Fee / Fee Payment Plan	<p>See SCHEDULE 3 – Funding allocations, monitoring and payments and subject to compliance with the terms of this Contract, the Fee will be paid on the following dates:</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th>Period</th> <th>Monitoring meeting</th> <th>Maximum payment</th> <th>Invoice/payment Date</th> </tr> </thead> <tbody> <tr> <td>1 April – 30 September 2014</td> <td></td> <td>£14,986</td> <td>July</td> </tr> <tr> <td>1 October – 31 December 2014</td> <td>September</td> <td>£14,986</td> <td>October</td> </tr> <tr> <td>1 January – 31 March 2015</td> <td>December</td> <td>£14,985</td> <td>January</td> </tr> </tbody> </table> <p>Payment of invoices is within 30 days of receipt of invoice and completed monitoring information as set out below.</p>	Period	Monitoring meeting	Maximum payment	Invoice/payment Date	1 April – 30 September 2014		£14,986	July	1 October – 31 December 2014	September	£14,986	October	1 January – 31 March 2015	December	£14,985	January
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Monitoring Information	To support this, Daventry District Council will be required to submit a completed monitoring form using the template set out in SCHEDULE- 4. Additional information may be identified and requested prior to subsequent to the meeting. Payments may be dependent on the provision of this information.																

For the avoidance of doubt Schedules 1-4 appended hereto form part of the Contract.

SCHEDULE 1 - Introduction

Initiative

Local Solutions in Daventry District 2014/15

Purpose

The Police and Crime Commissioner for Northamptonshire has created a *Local Solutions Fund* as a replacement intentions following the removal of the Home Office Community Safety Fund, implementing the Commissioning Framework that sets out the processes and principles for the way all services are being commissioned.

The Police and Crime Commissioner commissions Daventry District Council to deliver mutually agreed outcome(s) that tackle local crime and community safety problems and deliver against the stated outcomes explicitly articulated in the county's Police and Crime Plan. This relationship will be a matter of public record.

The process is intended to reinforce local delivery through the testable application of the following steps that the evidence base tells us is how to effectively prevent crime, which were articulated in the February 2013 consultation *Preventing Crime: It is time to do things*:

1. Focus in on a clearly defined crime problem
2. The crime problem then needs to be properly analysed and understood
3. Solutions put in place need to fit the analysis of the problem and have been evidenced to work or robustly evaluated

And must also satisfy:

4. Development of sustainable community-based initiatives

Daventry District Council will have discretion as to how these outcomes can be best delivered. The *Office of Faith-Based and Community Initiatives* will work with Daventry District Council to provide support and guidance as required.

SCHEDULE 2 – Outcomes, delivery and key performance indicators

The agreed outcomes, identified activities and key performance indicators are set out in the table below:

OUTCOME	KEY PERFORMANCE INDICATORS	DELIVERY
Reduce Rural Crime	Number of police-recorded crimes in rural premises	Target hardening (farm buildings and rural premises)
	Number of police-recorded crimes in rural locations	Rural days of action Tackling flytipping Supporting recruitment of Parish Constables
Reduce Domestic Violence	Number of police-recorded domestic crimes and incidents	Multi-agency tasking meetings
	Number of police-recorded repeat domestic crimes and incidents	Travelling one-to-one support for victims in isolated areas (victims and perpetrators) Target hardening (where appropriate and effective)
Reduce Anti-Social Behaviour	Number of police-recorded incidents of anti-social behaviour	Young Citizens Programme (multi-agency youth engagement event) School Pastors (OFBCI as lead partner) Targeted Days of Action
	Proportion of people who perceive antisocial behaviour to be a problem	Deployment of mobile CCTV units

SCHEDULE 3 – Funding allocations, monitoring and payments

Funding Allocation

The *Local Solutions Fund* is made up of:

Part A

- Second Home funding allocation and
- Council tax discounts and exemptions,

An agreed proportion is allocated to the Borough and District Councils that raised these elements;

Part B

- A proportion of £150,000 from the Police and Crime Commissioner’s commissioning budget allocated to Borough and District Councils calculated by the latest population estimate following the 2011 Census and five year crime rate.

Part C

- Additional funds from the Police and Crime Commissioner’s commissioning budget is also be allocated to the appropriate Borough or District Councils to balance the additional Housing Revenue Account costs incurred, on the understanding that this element of the fund is invested in the council housing communities.

The Funds allocated to Daventry District Council is set in the following table:

	Source	£
Part A	2nd Homes	13,727
	Discounts / Exceptions	14,000
Part B	Commissioning Budget	17,229
Local Solutions Fund Allocation		44,957
Part C	Housing Revenue Account	0
TOTAL ALLOCATION		44,957

Monitoring and payment

Following the agreement of the outcome(s), the Police and Crime Commissioner will release the initial funding for the identified interventions to Daventry District Council in order to provide the resources to commence the initiative up to the maximum set out in the table below. Two further releases will be made, subject to satisfaction that progress to deliver the outcomes is being achieved (see *monitoring and payment*).

Unspent allocations will be rolled forward into the following year only. Unspent allocations will be subject to review by September 2015.

Performance review meetings will be held between representatives of the Office of the Police and Crime Commissioner for Northamptonshire and Daventry District Council to:

- Monitor performance against performance indicators reflecting the outcomes set out in Schedule 2
- Collectively problem-solve to response effectively to risks and issues
- Maintain an audit trail of performance issues
- Collectively work to deliver sustained and continuous improvement

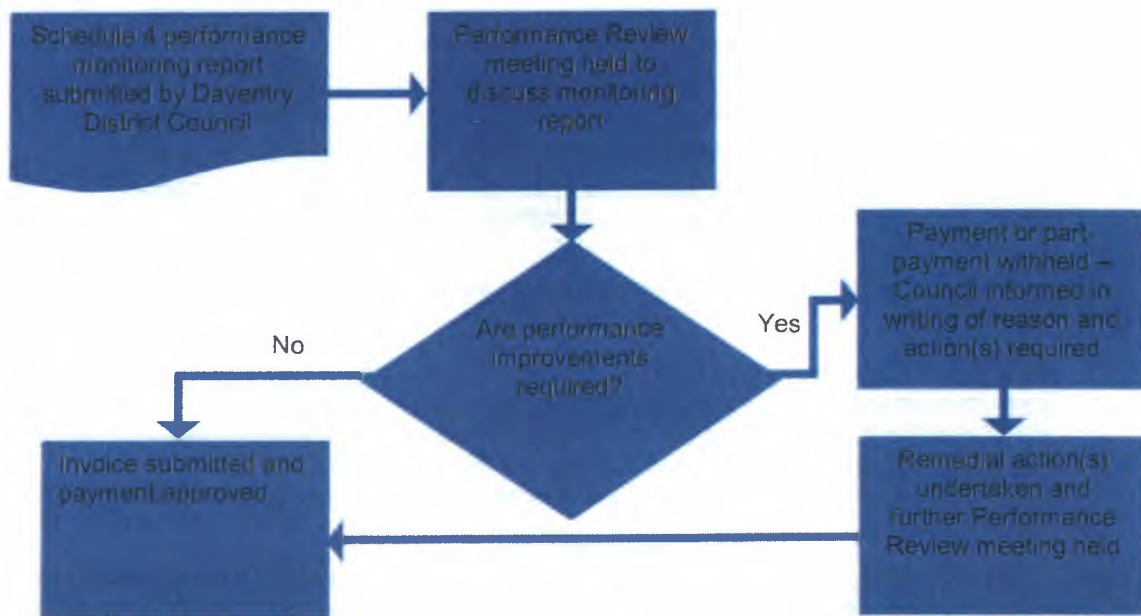
- Review delivery evaluations

To support this, Daventry District Council will be required to submit a completed monitoring form using the template set out in Schedule 4. Additional information may be identified and requested prior to subsequent to the meeting. Payments may be dependent on the provision of this information.

Where a payment is withheld, the Office of the Police and Crime Commissioner for Northamptonshire will state in writing the reason(s) for withholding the funds and what measures Daventry District Council needs to put in place in order for further funds to be released.

Period	Monitoring meeting	Maximum payment	Invoice/payment Date
1 April – 30 September 2014		£14,986	July
1 October – 31 December 2014	September	£14,986	October
1 January – 31 March 2015	December	£14,985	January

Monitoring and payment process



Invoices for payment should be sent to:

Northants - MFSS
 The Police and Crime Commissioner for
 Northamptonshire
 PO Box 273
 MFSS Accounts
 WINSFORD
 Cheshire
 CW7 9FW

or by e-mail to: MFSS.Purchasing@Cheshire.pnn.police.uk

Evaluation

All initiatives will need to be subject to a level of evaluation. The scientific method of evaluation will need to be agreed depending on whether it adds to the existing evidence-base and the resources committed.

The Maryland Scale of Scientific Methods summarised in the table below was designed to review 'what works' in crime prevention. It is a five-point scale used to classify the strength of scientific evidence; it does not classify the strength of a programme's or intervention's effect. Scientific evidence is important in terms of being able to infer cause and effect. Sherman and colleagues (1997) argue that only studies with a robust comparison group design provide can provide evidence of causality. This equates to level three and above in the Maryland Scale.

Details of the scale are set out below.

Level Five	Random assignment and analysis of comparable units to programme and comparison groups.
Level Four	Comparison between multiple units with and without the programme, controlling for other factors or using comparison units that evidence only minor differences.
Level Three	A comparison between two or more comparable units of analysis, one with and one without the programme.
Level Two	Temporal sequence between the programme and the crime or risk outcome clearly observed, or the presence of a comparison group without demonstrated comparability to the treatment group.
Level One	Correlation between a crime prevention programme and a measure of crime or crime risk at a particular point in time.

Where necessary, 5% of the initiative costs should be included for the evaluation, which meet the following critical criteria:

- The objectives should be clear from the beginning and should be written down
- There must be sufficient relevant data available about what has happened
- The evaluation must be independent and unbiased. This means that the people undertaking it must be willing to be critical of the programme and its achievements
- Following the evaluation there must be a willingness to change the things that are wrong with the programme

Failure to deliver an evaluation within a reasonable timescale, but no later than 31 May 2014 unless otherwise agreed by the Office of the Police and Crime Commissioner may be taken into account when allocating the *Local Solutions Fund* in subsequent years.

SCHEDULE 4 – Performance Monitoring Form

Please complete and return this form by e-mail, in advance of the Performance Review meeting, to:

Matthew Chester, Head of Policy, Office of the Police and Crime Commissioner for Northamptonshire
E-mail: matt.chester@northantspcc.pnn.police.uk

Guidance

As part of the *Local Solutions Fund* agreement with the Office of the Police and Crime Commissioner for Northamptonshire, Performance Review meetings linked to payments are required.

The Performance Monitoring Form below is intended to support the Performance Review meetings and forming the basis of the meeting discussions. All information provided should clearly show how progress is being achieved towards the delivery of the agreed outcomes, including the agreed key performance and other performance indicators. Any supporting information you feel demonstrate progress should also be enclosed. As part of the monitoring process your organisation should also provide information relating to issues or challenges faced, their effect on service delivery and lessons learned/changes implemented as a result.

The completed form and other supporting information will form the basis of the meeting discussions and is required to be submitted two weeks in advance of the meeting.

Receipt of the completed Performance Monitoring Form is required for the next instalment of the *Local Solutions Fund*. Failure to do so may result in a delay or the instalment being withheld.

If you have any questions or need any support in completing this form, please contact the Office of the Police and Crime Commissioner for Northamptonshire.

Organisation Name:

Daventry District Council

Initiative:

Local Solutions in Daventry District 2014/15

Section 1 Outcomes, Delivery and Key Performance Indicators

Outcome 1 - Reduce Rural Crime

Please provide details below of progress of interventions, initiatives and activities have been implemented to deliver the outcome. State if there is anything new to those listed in Schedule 2 of the contract:

Please provide details of progress towards the delivery of agreed outcomes (including key performance indicators and agreed targets):

Please tell us about any issues or challenges you have faced in delivering the activities and outcomes listed in Schedule 2 of the contract:

Outcome 2 - Reduce Domestic Violence

Please provide details below of progress of interventions, initiatives and activities have been implemented to deliver the outcome. State if there is anything new to those listed in Schedule 2 of the contract:

Please provide details of progress towards the delivery of agreed outcomes (including key performance indicators and agreed targets):

Please tell us about any issues or challenges you have faced in delivering the activities and outcomes listed in Schedule 2 of the contract:

Outcome 3 - Reduce Anti-Social Behaviour

Please provide details below of progress of interventions, initiatives and activities have been implemented to deliver the outcome. State if there is anything new to those listed in Schedule 2 of the contract:

Please provide details of progress towards the delivery of agreed outcomes (including key performance indicators and agreed targets):

Please tell us about any issues or challenges you have faced in delivering the activities and outcomes listed in Schedule 2 of the contract:

Section 2 - General Information

Please provide an update on the progress of the evaluations, including what is being evaluated, how and by whom. Please include indicative timetable.

Please provide any further supporting information that you believe is relevant to the delivery of the outcomes listed in Schedule 2.

Please provide details of any added value that has been achieved through delivering the commissioned outcomes:

Signed:

Print name:

Position:

Date:



Local Solutions in East Northamptonshire 2014/15

THIS CONTRACT is made the 16th day of October 2014

BETWEEN:

- (1) The Office of the Police and Crime Commissioner for Northamptonshire of Wootton Hall, Northampton, NN4 0JQ (the "**OPCC**"); and
- (2) East Northamptonshire Council of Cedar Drive, Thrapston, Northamptonshire NN14 4LZ (the "**Supplier**");

each of the OPCC and the Supplier being a **Party** and together the OPCC and the Supplier are the Parties.

THE PARTIES AGREE AS FOLLOWS

1 Definitions and Interpretation

- 1.1 The terms and expressions used in this Contract shall have the meanings set out below:
- 1.1.1 **“Authorised Representative”** means those persons appointed by the Parties in accordance with Clause 13 of this Contract;
- 1.1.2 **“Commencement Date”** means the 1st April 2014;
- 1.1.3 **“Data Protection Legislation”** means the Data Protection Act 1998, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and any legislation implementing the Data Protection Directive 95/46/EC of 24 October 1995 or the Privacy and Electronic Communications Directive 2002/58/EC of 12 July 2002;
- 1.1.4 **“Data Controller”, “Data Processor”, “Data Subject”, “Personal Data” and “Processing”** have the meaning given to them in the Data Protection Legislation;
- 1.1.5 **“Expiry Date”** means the 31st March 2015;
- 1.1.6 **“EIR”** means the Environmental Information Regulations 2004;
- 1.1.7 **“FOIA”** means the Freedom of Information Act 2000;
- 1.1.8 **“Force Majeure Event”** means an event or sequence of events beyond a Party's reasonable control preventing or delaying it from performing its obligations under this Contract;
- 1.1.9 **“Service”** means any of the services which form part of the Project as specified in the Schedules 1-3;
- 1.1.10 **“Fee”** means the sum or sums of money stated in the Schedule 3 that are to be paid by the OPCC to the Supplier under the terms of this Contract;
- 1.1.11 **“Fee Conditions”** means the purpose and conditions of the Fee set out in Clause 3;
- 1.1.12 **“Good Industry Practice”** means standards, practices, methods and procedures conforming to the Law and the exercise of that degree of skill, diligence, prudence and foresight which, at the relevant time, would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in the same or a similar type of undertaking as the relevant Party under the same or similar circumstances, seeking in good faith to comply with its contractual and other obligations.
- 1.1.13 **“Contract Period”** means the period from the Commencement Date to:
- (a) the Expiry Date, or
- (b) following an extension pursuant to Clause 2.2, the date of expiry of the extended period,
- or such earlier date of termination or partial termination of this Contract in accordance with the Law or the provisions of this Contract.
- 1.1.14 **“Intellectual Property Rights”** means patents, inventions, trademarks, service marks, logos, design rights (whether registerable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether registerable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off;
- 1.1.15 **“Law(s)”** means any applicable law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code, rule of court or directives or requirements of any Regulatory Body, delegated or subordinate legislation or notice of any Regulatory Body;
- 1.1.16 **“Outcomes”** means the Outcomes for the Project and/or the Service (as appropriate) set out in the Schedule 2;

- 1.1.17 **“Project”** means the project set out in the Schedules 1- 3;
 - 1.1.18 **“Regulatory Bodies”** means those government departments and regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate or influence the matters dealt with in this Contract or any other affairs of the OPCC and **“Regulatory Body”** shall be construed accordingly;
 - 1.1.19 **“VAT”** means value added tax in accordance with the provisions of the Value Added Tax Act 1994 and any similar fiscal or sales tax;
 - 1.1.20 **“Service Users”** means anyone who accesses the services or benefits from the activity and interventions provided by the supplier or their partners to deliver the **Outcomes**
 - 1.1.21 **“Working Day”** means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
- 1.2 Unless the context otherwise requires, the interpretation and construction of this Contract shall be subject to the following provisions:
- 1.2.1 words importing the singular meaning include where the context so admits the plural meaning and vice versa;
 - 1.2.2 words importing the masculine include the feminine and the neuter;
 - 1.2.3 references to Clauses or to the Schedules are to clauses or the schedules of this Contract;
 - 1.2.4 references to legislation:
 - (a) include any secondary or subordinate legislation made under or pursuant to that legislation; and
 - (b) include any modification or re-enactment of that legislation;
 - 1.2.5 reference to any person shall include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees;
 - 1.2.6 the words “include”, “includes” and “including” are to be construed as if they were immediately followed by the words “without limitation”;
 - 1.2.7 headings are included in this Contract for ease of reference only and shall not affect the interpretation or construction of this Contract;
 - 1.2.8 references to this Contract means:
 - (a) the Clauses;
 - (b) the Schedules; and
 - (c) any other documents referred to in or attached to the Schedules; and
 - 1.2.9 in the event and to the extent only of any conflict between the Clauses and the Schedules, the Clauses shall prevail.

2 Commencement and Duration

- 2.1 The rights and obligations of the Parties under this Contract shall be deemed to have taken effect on the Commencement Date and shall continue in force for the Contract Period.
- 2.2 Subject to Clause 2.3, the Parties may by Contract in writing signed by each Party's Authorised Representative extend the Contract Period for not more than three months' from the Expiry Date.
- 2.3 Any Contract to extend the term of this Contract beyond the Expiry Date shall include an Contract as to any Fee payable for such extension period.
- 2.4 Where this Contract is extended in accordance with Clauses 2.2 and 2.3, all other provisions of this Contract shall continue in full force and effect during any period of extension.

3 Fee Conditions

- 3.1 The Supplier shall use the Fee:
- 3.1.1 for the purposes set out in, and in accordance with the scope and nature of, the Project and the relevant Service;
 - 3.1.2 to achieve the Outcomes; and
 - 3.1.3 in accordance with the terms and conditions of this Contract.
- 3.2 The Supplier shall not be permitted to change, amend or vary the purposes, scope or nature of the Project or an individual Service without the prior written consent of the OPCC.
- 3.3 The Supplier shall **not** use the Fee for the following:
- 3.3.1 the payment of any capital or operating expenditure incurred prior to the Commencement Date;
 - 3.3.2 the payment or part payment for any post employed by the Supplier, including community safety officers;
 - 3.3.3 any activity which is party-political in intention, use, or presentation;
 - 3.3.4 to support or promote religious activity (excluding inter-faith activity).
- 3.4 The Service(s) must be in the interests of the Service Users and be:
- 3.4.1 free of charge;
 - 3.4.2 confidential;
 - 3.4.3 non-discriminatory (including being available to all regardless of residence status, nationality or citizenship);
 - 3.4.4 available whether or not a crime has been reported to the police; and
 - 3.4.5 available before, during and for an appropriate time after any police investigation or criminal proceedings.
- 3.5 Where the Fee relates to more than one Service, the Supplier may not use Fee provided for one Service for or in respect of another Service.

4 Payment of the Fee

- 4.1 The OPCC shall pay the Fee to the Supplier by instalments as set out in the Schedule 3 to the Supplier's nominated bank account notified to the OPCC in writing on or before the Commencement Date.
- 4.2 If any amount due under this Contract is subject to VAT other any other tax, the OPCC shall not be responsible to pay to the Supplier for that VAT or other tax in addition to the Fee.
- 4.3 The Supplier shall notify the OPCC as soon as reasonably practice if any underspend is forecast.
- 4.4 If an overpayment of the Fee is made at any time, the Supplier shall repay any overpayment within 30 days of receiving any request for repayment from the OPCC.

5 Warranties

- 5.1 The Supplier warrants and represents to the OPCC that:
- 5.1.1 it has the right, power and authority to enter into this Contract and to perform its obligations under this Contract;
 - 5.1.2 all information provided by the Supplier to the OPCC is at the Commencement Date true and accurate and that it is not aware, having made all reasonable enquiries and to the best of its knowledge and belief, that any change will occur after the Commencement Date which will render that information untrue or misleading in any respect and that there has been no material adverse change in the business, assets,

operation or prospects of the Supplier that will affect the Project (or any Service) since the date any information was provided;

5.1.3 none of the information provided by the Supplier to the OPCC infringes the Intellectual Property Rights of any third party; and

5.1.4 any services (including Services) included within the Project will be performed:

(a) by suitably qualified and competent personnel who shall exercise all due skill and care and all due diligence in their execution of the services;

(b) in accordance with Good Industry Practice;

(c) so as to conform with all applicable Law relating to those services and the Project.

5.2 The Supplier shall notify the OPCC in writing as soon as it is reasonably able upon becoming aware of any breach of any warranty or representation set out in Clause 5.1. When notifying the OPCC of a breach the Supplier shall use all reasonable endeavours to provide such documentation, information, details and assistance in respect of the breach that the OPCC may reasonably request.

6 Compliance with Law

6.1 The Supplier shall comply, and shall (at its own expense unless expressly agreed otherwise) ensure that its employees, agents and representatives shall comply, with all applicable Laws in the performance of the Supplier's duties under this Contract, provided that the Supplier shall not be liable for any breach to the extent that such breach is directly caused or contributed to by any act or default of the OPCC or its employees, agents and representatives.

7 Intellectual Property Rights

7.1 The Supplier shall Contract to the OPCC at no cost an irrevocable, royalty-free perpetual license to use and to sub-license the use of any material created by the Supplier under the terms of this Contract for such purposes as the OPCC shall deem appropriate.

7.2 The Supplier shall indemnify and keep indemnified and hold harmless the OPCC from and against any losses, damages, liability, costs (including legal fees) and expenses incurred by it as a result of or in connection with any action, demand or claim that use or possession of any information supplied by it to the OPCC or in connection with the Project, the Service(s) or the provision of any services by it pursuant to the Project or any Service, infringes the Intellectual Property Rights of any third party ("IPR Claim").

8 Exclusion and limitation of liability

8.1 Neither Party limits its liability for:

8.1.1 death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors (as applicable); or

8.1.2 fraud or fraudulent misrepresentation by it or its employees.

8.2 Subject to Clause 8.1, the OPCC's total aggregate liability in respect of all claims, losses or damages, whether arising from contract, tort (including negligence) or otherwise under or in connection with this Contract shall in no event exceed the aggregate of sums paid by it to the Supplier or, if greater, an amount equivalent to the Fee.

8.3 Subject to Clause 8.1, the OPCC shall not be liable to the Supplier for:

8.3.1 any indirect, special or consequential loss or damage;

8.3.2 any loss of profits, turnover, data, business opportunities, anticipated savings or damage to goodwill (whether direct or indirect); or

8.3.3 any loss, whether direct or indirect, arising from:

(a) the Supplier conducting or undertaking the Project or an individual Service; or

(b) the use of the Fee, its late payment (in whole or in part) or its withdrawal.

9 Confidentiality

- 9.1 The Supplier shall keep in strict confidence, and use only for the purpose of performing its obligations under this Contract, all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Supplier by (or on behalf of) the OPCC and any other confidential information concerning the OPCC's operations which the Supplier may obtain and the Supplier shall restrict disclosure of such confidential information to such of its employees, agents or sub-contractors as need to know the same for the purpose of performing its obligations under this Contract and shall ensure that such employees, agents or sub-contractors are subject to like obligations of confidentiality and restrictions of use as bind the Supplier.

10 Data Protection

- 10.1 The Supplier, as Data Controller for any Personal Data used for Processing in connection with the Project and/or a Service, shall comply with all of its obligations under the Data Protection Legislation and shall not indicate to any Data Subject that the OPCC is a Data Controller or Data Processor of that Personal Data.
- 10.2 The Supplier shall indemnify and keep indemnified and hold harmless the OPCC on demand against any costs, claims and proceedings, damages and other liabilities (including monetary penalties or other regulatory fines) incurred by the OPCC as a result of the breach of this Clause 10 by the Supplier or its permitted sub-Processors.
- 10.3 The Supplier consents to the OPCC holding and Processing personal data relating to the Supplier and the Supplier agrees that the OPCC may Process and disclose such data internally and so far as is reasonably necessary externally for the purposes of complying with statutory requirements, meeting the OPCC's legitimate interests and complying with this Contract. The OPCC shall Process Personal Data relating to the Supplier in accordance with the Data Protection Legislation.

11 Freedom of Information and Transparency Obligations

- 11.1 The Supplier acknowledges that the OPCC is subject to the requirements of the FOIA and the EIR and shall assist and co-operate with the OPCC (at the Supplier's expense) to enable the OPCC to comply with the requirements of the FOIA and EIR, including but not limited to transferring (or procuring the transfer) to the OPCC any request for information pursuant to the FOIA or EIR received by the Supplier (or any of its sub-contractors) as soon as practicable following receipt and in any event within three Working Days of receipt.
- 11.2 In no event shall the Supplier respond to a request for information under the FOIA or EIR without the prior written consent of the OPCC.
- 11.3 The Supplier acknowledges that the OPCC may be obliged under the FOIA or the EIR to disclose information:
- 11.3.1 without consulting with the Supplier; or
 - 11.3.2 following consultation with the Supplier and having taken its views into account, provided always that where Clause 11.3.2 applies the OPCC shall, in accordance with the recommendations of the Secretary of State for Constitutional Affairs' Code of Practice on the discharge of a public authorities' functions under Part 1 of FOIA, take reasonable steps, where appropriate, to give the Supplier advanced notice, or failing that, to draw the disclosure to the Supplier's attention after any such disclosure.
- 11.4 The Supplier shall ensure that all Information (as defined by the FOIA) produced in the course of this Contract or relating to this Contract is retained for disclosure and shall permit the OPCC to inspect such records as requested from time to time.
- 11.5 The Supplier acknowledges that the OPCC is subject to certain transparency and disclosure obligations set out in the Elected Local Policing Bodies Specified Information Order 2011 (as amended) ("**Transparency Obligations**").
- 11.6 The Supplier gives consent to the OPCC to publish the contents of this Contract and information regarding any tender process related to the Project and/or a Service to enable it to comply with its Transparency Obligations.

- 11.7 The Supplier acknowledges that:
- 11.7.1 the OPCC shall be responsible for determining, at its absolute discretion, whether any information is exempt from disclosure or should be disclosed pursuant to the FOIA, EIR and/or the Transparency Obligations and to what extent it may or shall redact any information disclosed; and
 - 11.7.2 any lists or schedules provided by the Supplier outlining confidential information are of an indicative value only and that the OPCC may be obliged to disclose confidential information in accordance with Clause 11.3 and/or Clause 11.5.

12 Discrimination

- 12.1 The Supplier shall, and shall use all reasonable endeavours to procure that its employees, agents and sub-contractors shall:
- 12.1.1 not unlawfully discriminate either directly or indirectly on such grounds as race, colour, ethnic or national origin, disability, sex or sexual orientation, religion or belief, or age; and
 - 12.1.2 without prejudice to the generality of the foregoing, not unlawfully discriminate within the meaning and scope of Sex Discrimination Act 1975, the Equal Pay Acts 1970 and 1983, the Disability and Discrimination Act 1995, the Human Rights Act 1998, the Employment Equality (Sexual Orientation) Regulations 2003, the Employment Equality (Religion or Belief) Regulations 2003, provisions of the Equality Act 2010 or any other relevant or equivalent legislation (including any equivalent legislation from time to time in force in any other jurisdiction in which any activities are carried out under or in connection with this Contract by the Supplier or any of its Staff or sub-contractors) or any statutory modification or re-enactment thereof.

13 Authorised Representatives

- 13.1 The OPCC's Authorised Representative shall be Matthew Chester, Head of Policy or such other person appointed as such by the OPCC and notified to the Supplier pursuant to Clause 32.
- 13.2 The Supplier's Authorised Representative shall be Lisa Hyde, Head of Customer and Community Services, or such other person appointed as such by the Supplier and notified to the OPCC pursuant to Clause 32.

14 Review, Monitoring and Information

- 14.1 The Supplier shall provide such information, and any supporting documentation, in relation to the performance of its obligations and compliance with the Law required under this Contract (including information in respect of progress towards achieving the Outcomes and any monitoring information identified in Schedule 4) as the OPCC may reasonably request from time to time. Such information shall be provided in the format and within the timescales as the OPCC reasonably requests from time to time. The Supplier shall ensure that all such information is accurate and complete and, in respect of any information required by the OPCC for tendering purposes, shall notify the OPCC without delay of any changes to information previously provided to the OPCC.
- 14.2 The Supplier shall meet with the OPCC from time to time, at such intervals and in such places reasonably requested by the OPCC, in order to discuss the Project, a Service and/or progress towards achieving the Outcomes and to identify any lessons learned for future projects and/or future Contracts of Fee. The OPCC shall be permitted to share information arising from such meeting with the Chief Constable of its police force and/or with police and crime commissioners and/or chief constables of other police forces.

15 Records

- 15.1 The Supplier shall maintain (and procure that any of its agent and sub-contractors maintain) comprehensive and up-to-date records of its capital and operating expenditure in respect of the Project, and each Service, including such details as the OPCC may reasonably require to ensure that the Fee is being used in accordance with this Contract solely for and in connection with the Project and/or the relevant Service.

- 15.2 The Supplier shall (and shall procure that its agents and sub-contractors shall) make its (or their) records and books of account in relation to the Fee available to the OPCC or any person nominated by the OPCC for the purposes of inspection and audit on the giving of reasonable notice by the OPCC.
- 15.3 The Supplier shall keep all records relating to the Fee for a period of seven years from expiry of the Contract Period.
- 15.4 Upon request, the Supplier shall send to the OPCC a copy of its audited accounts.

16 Procurement by the Supplier

- 16.1 In so far as the Supplier procures any goods, services or works from any third party in order to achieve the Outcomes, then it shall do so in accordance with:
 - 16.1.1 the Supplier's standing orders and any other reasonable instructions given by the OPCC;
 - 16.1.2 the Public Contracts Regulations 2006 and all other Law governing public procurement as a Contracting Authority within the meaning of those Laws. In addition and without limiting the generality thereof, the Supplier must secure the best value for money and must act in a fair, open and non-discriminatory manner in all purchases of goods and services; and
 - 16.1.3 its own procurement processes and financial regulations.
- 16.2 The Supplier shall permit the OPCC or any person nominated by the OPCC to attend and observe any pre-tender meetings, tender evaluations and bidder presentations for the purpose of satisfying the OPCC that any procurement process is conducted in accordance with the terms of this Contract.
- 16.3 If any Fee provided by the OPCC is used to procure goods or services and VAT is included in the cost, the Supplier shall recover that VAT from HM Customs and Excise where it is recoverable and use it to deliver the services required under this Contract to achieve the Outcomes.

17 Purchase of Capital Equipment

- 17.1 The Supplier shall account for the Fee on an accruals basis. This requires the cost of goods or services to be recognised when the goods or services are received, rather than when they are paid for.
- 17.2 If any capital asset costing more than £1,000 is purchased with funds provided by the OPCC, the asset must not be sold or otherwise disposed of within five years of purchase without the OPCC's written consent. The OPCC may require the repayment of all or part of any proceeds of any disposal or sale.
- 17.3 The Supplier must not attempt to raise a mortgage or other charge on OPCC-funded assets without the prior written approval of the OPCC.
- 17.4 The Supplier shall maintain a register of any capital assets purchased with funds provided by the OPCC. This register will record, as a minimum, (a) the date the item was purchased; (b) the price paid; and (c) the date of disposal (in due course).

18 Publicity

- 18.1 The Supplier shall acknowledge the Fee in its annual report and accounts, including an acknowledgement that the OPCC was the source of the Fee, in a form reasonably acceptable to the OPCC.
- 18.2 The OPCC shall be entitled to promote the Fee of the Project (including the Service(s)) in any publicity material or media statement issued by the OPCC.
- 18.3 The Supplier shall (and shall use all reasonable endeavours to procure that its employees, agents, professional advisers and sub-contractors shall) not make any press announcement or publicise this Contract, the Project, any Service or any part thereof in any way, except with the express prior written consent of the OPCC.

- 18.4 The Supplier shall (and shall use all reasonable endeavours to procure that its employees, agents, professional advisers and sub-contractors shall) not include in any published material the name, logo or style of "Northamptonshire Police" nor "Office of the Police and Crime Commissioner for Northamptonshire"; any Intellectual Property Rights associated therewith; nor any photograph or drawing depicting any officer of Northamptonshire Police force without the OPCC's prior written consent.

19 Indemnity

- 19.1 The Supplier shall indemnify the OPCC on demand from and against all liabilities arising from third party actions, claims or demands brought against the OPCC for breach of statutory duty concerning the Service(s) which may arise out of or in consequence of a breach by the Supplier of its obligations under this Contract.

20 Breach of Fee Conditions

- 20.1 If the Supplier fails to comply with any of the Fee Conditions set out in this Contract, or if any of the events mentioned in Clause 20.2 occur, then the OPCC may withhold payment of any future instalment of the Fee and/or require all or any part of the Fee to be repaid. The Supplier must repay any amount required to be repaid under this Clause 20 within 30 days of receiving the demand for repayment.
- 20.2 The events referred to in Clause 20.1 are as follows:
- 20.2.1 the Supplier purports to transfer or assign any rights, interests or obligations arising under this Contract without the Contract in advance of the OPCC;
 - 20.2.2 any information provided in relation to the Fee (or in a claim for payment) or in any subsequent supporting correspondence is found to be incorrect or incomplete to an extent which the OPCC considers to be material;
 - 20.2.3 any member of the Supplier's governing body, staff or volunteers acts dishonestly or fraudulently;
 - 20.2.4 the Supplier takes inadequate measures to investigate and resolve any reported irregularity.
- 20.3 If during the term of this Contract there is a breach of the Fee Conditions in respect of any of the Services the OPCC may (at its option) write to the Supplier giving particulars of the breach and in that event:
- 20.3.1 the Supplier shall provide the OPCC with a draft performance improvement plan for that Service within 10 Working Days of the date of the Breach Notice;
 - 20.3.2 the OPCC shall either accept the draft performance improvement plan within five Working Days of receipt or inform the Supplier why it cannot accept the draft performance improvement plan; and
 - 20.3.3 if the OPCC does not accept the draft performance improvement plan:
 - (a) the Parties shall then meet to discuss the OPCC's concerns,
 - (b) the Supplier shall provide a revised draft performance improvement plan within five Working Days of the meeting; and
 - (c) if the draft performance improvement plan cannot then be agreed, the OPCC shall be entitled to serve three months' notice of termination in writing upon the Supplier in respect of that Service. Such notice shall not have the effect of terminating this Contract in respect of other Services.

21 Termination

- 21.1 This Contract does not represent a commitment to renew or continue financial support to the Supplier for the Project, any Service or any other purpose and the OPCC gives no warranty or assurance that further Fee will be made available after the Expiry Date.
- 21.2 The OPCC may, without prejudice to its other rights and remedies, by notice in writing to the Supplier immediately terminate this Contract or the Fee for a specified Service:

- 21.2.1 if the Fee or any part of the Fee is being used for any purpose other than the purpose set out in this Contract; or
- 21.2.2 if the Supplier:
- (a) has been involved in any illegal activity or improper act in its administration;
 - (b) is in material or persistent breach of any of its obligations under this Contract (or the relevant Service) and if that breach is capable of remedy and the Supplier has failed to remedy that breach within 20 Working Days after receiving written notice requiring it to remedy that breach; or
 - (c) is unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986) or becomes insolvent or an order is made or a resolution passed for the administration, winding-up or dissolution of the Supplier (otherwise than for the purposes of a solvent amalgamation or reconstruction) or an administrative or other receiver, manager, liquidator, administrator, trustee or similar officer is appointed over all or any substantial part of the assets of the Supplier or the Supplier enters into or proposes any composition or arrangement with its creditors generally or any analogous event occurs in any applicable jurisdiction; or
 - (d) ceases or threatens to cease carrying on its business; and
- 21.2.3 in the circumstances set out in Clauses 20.3.3(c), 24.4, 25.5 or 36.2.
- 21.3 Where, in the reasonable opinion of the OPCC, any Fee secured by the Supplier, whether notified to it by the Supplier pursuant to Clause 3.4 or otherwise, is duplicate Fee for the Project or a specific Service, then the OPCC may terminate this Contract on 5 Working Days' notice in writing to the Supplier.
- 21.4 The Supplier may terminate this Contract in relation to Fee for a specific Service by providing not less than 3 months' notice in writing to the OPCC specifying the Service to which the notice relates.
- 21.5 In the event of termination of this Contract for any reason or upon its expiry:
- 21.5.1 the OPCC shall not be liable to make any payment of any unpaid or future instalments of the Fee in respect of the terminated Service(s);
 - 21.5.2 each Party shall within 5 Working Days of such termination or expiry return (or, at the other Party's option, destroy) all Confidential Information (and any other information) belonging to the other Party in its possession or under its control and all copies of such information in respect of the terminated Service(s); and
 - 21.5.3 the Supplier shall:
 - (a) return to the OPCC any assets or property (unless the OPCC gives its written consent to their retention or sale) that are in its possession in connection with the terminated Service(s); and
 - (b) repay to the OPCC any unspent Fee for the terminated Service(s) within 5 Working Days, to the bank account notified to the Supplier in writing on or before termination or expiry.
- 21.6 Termination of this Contract for whatever reason shall not operate to affect any provisions that expressly or by implication survive termination.

22 Insurance

- 22.1 The Supplier shall take out and maintain a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Supplier, arising out of the Supplier's performance of its obligations under this Contract including death or personal injury, loss of or damage to property or any other loss together with any other insurances as may be required by Law.

- 22.2 The Supplier shall provide to the OPCC on request satisfactory evidence of the existence of the insurance referred to in Clause 22.1 together with evidence that the relevant premiums have been paid and that those insurances are in full force and effect.
- 22.3 If the Supplier is in breach of Clause 22.1 or Clause 22.2, the OPCC may pay any premiums required to keep such insurance in force or itself procure such insurance and may, in either case, recover such amounts from the Supplier on written demand, together with all expenses incurred in procuring such insurance.
- 22.4 The Supplier undertakes that it shall not do, or omit to do, anything to vitiate either in whole or in part any of the insurance cover that it is obliged to have and maintain under this Clause 22.

23 Dispute Resolution

- 23.1 In the event of a dispute arising out of or in connection with this Contract, it shall be resolved pursuant to this Clause 23.
- 23.2 Nothing in this dispute resolution procedure shall prevent a Party from seeking from any court of competent jurisdiction an interim order restraining the other Party from doing any act or compelling the other Party to do any act.
- 23.3 The Parties shall each use reasonable endeavours to resolve any dispute by means of a prompt and bona fide discussion between the Authorised Representatives.
- 23.4 In the event that a dispute is not resolved within five Working Days of any discussion between the Authorised Representatives in accordance with Clause 23.3, it shall be referred to the OOPCC's Chief Executive and the Supplier's Chief Executive to resolve.
- 23.5 If the dispute is not resolved within 10 Working Days of escalation of the dispute in accordance with Clause 23.4, the Parties shall refer it to mediation pursuant to the procedure set out in Clause 23.7 unless either Party does not agree to mediation.
- 23.6 The obligations of the Parties under this Contract shall not cease, or be suspended or delayed by the reference of a dispute to mediation and each Party, its sub-contractors and their officers, employees and agents shall comply fully with the requirements of this Contract at all times.
- 23.7 The procedure for mediation and consequential provisions relating to mediation are as follows:
 - 23.7.1 A neutral adviser or mediator (the "**Mediator**") shall be chosen by Contract between the Parties or, if they are unable to agree upon a Mediator within 10 Working Days after a request by one Party to the other or if the Mediator agreed upon is unable or unwilling to act, either Party shall within 10 Working Days from the date of the proposal to appoint a Mediator or within 10 Working Days of notice to either Party that he is unable or unwilling to act, apply to Centre for Effective Dispute Resolution to appoint a Mediator.
 - 23.7.2 The Parties shall within 10 Working Days of the appointment of the Mediator meet with the Mediator in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations to be held. If considered appropriate, the Parties may at any stage seek assistance from Centre for Effective Dispute Resolution to provide guidance on a suitable procedure.
 - 23.7.3 Unless otherwise agreed, all negotiations connected with the dispute and any settlement Contract relating to it shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings.
 - 23.7.4 If the Parties reach Contract on the resolution of the dispute, the Contract shall be recorded in writing and shall be binding on the Parties once it is signed by their Authorised Representatives.
 - 23.7.5 If the Parties fail to reach Contract within 60 Working Days of the Mediator being appointed, or such longer period as may be agreed by the Parties, then any dispute or difference between them may be referred to the Courts.

23.8 Subject to Clause 23.2, the Parties shall not institute court proceedings until the procedures set out in Clauses 23.3, 23.4 and 23.5 have been completed.

24 Prevention of Corruption

24.1 The Supplier or anyone associated with the Supplier shall not:

24.1.1 offer or give, or agree to give, to the OPCC or any other public body or any person employed by or on behalf of the OPCC or any other public body any gift or consideration of any kind as an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of this Contract or any other contract with the OPCC or any other public body, or for showing or refraining from showing favour or disfavour to any person in relation to this Contract or any such contract;

24.1.2 commit any offence under the Prevention of Corruption Acts 1889 to 1916, or Section 117(2) of the Local Government Act 1972 or the Bribery Act 2010 or under Law creating offences in respect of fraudulent acts or at common law in respect of fraudulent acts in relation to this Contract or any other contract with the OPCC.

24.2 For the purpose of this Clause 24, whether a person is associated with another person shall be determined in accordance with section 8 of the Bribery Act 2010 and a person associated with the Supplier includes, but is not limited to, any sub-contractor of the Supplier.

24.3 The Supplier warrants that it has not paid commission or agreed to pay commission to the OPCC or any other public body or any person employed by or on behalf of the OPCC or any other public body in connection with this Contract.

24.4 If the Supplier, or anyone acting on the Supplier's behalf, engages in conduct prohibited by Clause 24.1 or Clause 24.3, the OPCC may terminate this Contract and recover from the Supplier the amount of any Fee paid to the Supplier together with any loss sustained by the OPCC in consequence of any breach of those Clauses.

24.5 Any dispute, difference or question arising in respect of the interpretation of this Clause 24 including the right of the OPCC to terminate this Contract, shall be decided by the OPCC, whose decision shall be final and conclusive.

25 Conflict of Interest and Prevention of Fraud

25.1 The Supplier shall take all reasonable steps, in accordance with Good Industry Practice, to:

25.1.1 ensure that neither the Supplier nor any of its employees, agents or representatives is placed in a position where, in the reasonable opinion of the OPCC, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Supplier and the duties owed to the OPCC under the provisions of this Contract; and

25.1.2 prevent fraud by its employees, agents and representatives (including its shareholders, members and directors) in connection with the receipt of monies from the OPCC.

25.2 Without prejudice to the generality of Clause 25.1, the Supplier shall set up formal procedures to require all persons involved in the use of the Fee to declare any personal or financial interest in any matter concerning the Supplier's activities and to be excluded from any discussion or decision-making relating to the matter concerned.

25.3 The Supplier shall disclose to the OPCC without delay full particulars of any such conflict of interest which may arise and if the Supplier has any grounds for suspecting financial irregularity in the use of any money paid under this Contract, it shall notify the OPCC immediately, explain what steps are being taken to investigate the suspicion, and keep the OPCC informed about the progress of the investigation.

25.4 For the purposes of Clause 25.3, "financial irregularity" includes fraud or other impropriety, mismanagement, and the use of the Fee for purposes other than those intended by the OPCC.

- 25.5 If the Supplier or its employees, agents or representatives commits fraud in relation to this Contract or any contract with the OPCC, the OPCC may terminate this Contract and recover from the Supplier the amount of any Fee paid to the Supplier together with any loss sustained by the OPCC in consequence of any breach of this Clause 25.

26 Variation

- 26.1 No amendment or variation to this Contract shall have effect unless made in writing and executed on behalf of the Parties.

27 Relationship

- 27.1 The Parties are independent entities and not partners, principal and agent, or employer and employee, or in any other relationship of trust to each other. Nothing in this Contract shall create a partnership or joint venture between the Parties nor authorise any Party to enter into any contact or commitment for and on behalf of the other Party.

28 Counterparts

- 28.1 This Contract may be executed in counterparts, each of which when executed and delivered shall constitute an original but all counterparts together shall constitute one and the same instrument.

29 Severability

- 29.1 If any provision of this Contract is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions of this Contract shall continue in full force and effect as if this Contract had been executed with the invalid, illegal or unenforceable provision eliminated.
- 29.2 In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of this Contract, the OPCC and the Supplier shall immediately commence good faith negotiations to remedy such invalidity.

30 Remedies Cumulative

- 30.1 Except as otherwise expressly provided by this Contract, all rights and remedies available to either Party under this Contract or otherwise are cumulative and may be exercised concurrently or separately, and the exercise of any one right or remedy shall not be deemed an election of such right or remedy to the exclusion of, and shall be without prejudice to the availability of, any other right or remedy.

31 Waiver

- 31.1 The failure of either Party to insist upon strict performance of any provision of this Contract, or the failure of either Party to exercise, or any delay in exercising, any right or remedy shall not constitute a waiver of that right or remedy and shall not cause a diminution of the obligations established by this Contract.
- 31.2 No waiver shall be effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with Clause 32.
- 31.3 A waiver of any right or remedy arising from a breach of this Contract shall not constitute a waiver of any right or remedy arising from any other or subsequent breach of this Contract.

32 Notices

- 32.1 All notices and other communications in relation to this Contract shall be in writing and shall be deemed to have been duly given if personally delivered, or mailed (first class postage prepaid) to an Authorised Representative at the address of the relevant Party, as referred to above or otherwise notified in writing. If personally delivered all such communications shall be deemed to have been given when received (except that if received on a non-Working Day or after 5.00pm on any Working Day they shall be deemed received on the next Working Day) and if mailed all such communications shall be deemed to have been given and received on the second Working Day following such mailing.
- 32.2 For the avoidance of doubt, any notice given under this Contract shall not be validly served if sent by electronic mail and not confirmed by a letter sent by post.

33 Assignment and sub-contracting

33.1 The Supplier may not, without the OPCC's prior written consent, assign or sub-contract any right or obligation under this Contract, in whole or in part.

34 Contracts (Rights of Third Parties) Act 1999

34.1 This Contract does not and is not intended to confer any contractual benefit on any person who is not a Party to this Contract pursuant to the terms of the Contract (Rights of Third Parties) Act 1999. This does not affect any right or remedy of such a person that exists or is available apart from that Act.

35 Entire Contract

35.1 This Contract constitutes the entire Contract and understanding between the Parties and supersedes any previous arrangement, understanding or Contract between them relating to the Services.

35.2 The Supplier acknowledges and agrees that it has not been induced to enter into this Contract in reliance upon, and in connection with this Contract, does not have any remedy and waives all rights in respect of, any warranty, representation, statement, Contract or undertaking of any nature whatsoever other than as expressly set out in this Contract, except that this Clause 35.2 shall not exclude liability in respect of any fraudulent misrepresentation.

36 Force Majeure

36.1 Neither Party shall be liable to the other Party for any delay or non-performance of its obligations under this Contract arising from any cause or causes due to a Force Majeure Event, provided that it:

36.1.1 promptly notifies the other Party of the Force Majeure Event and its expected duration; and

36.1.2 uses reasonable endeavours to minimise the effects of that event.

36.2 If, due to a Force Majeure Event, a Party is delayed in or prevented from performing its obligations for a continuous period of more than 5 Working Days OR more than 10 Working Days in any 12 month period, the OPCC may terminate this Contract immediately by notice in writing served on the Supplier.

37 Governing Law

37.1 This Contract shall be governed by and construed in accordance with the Law of England and, subject to Clause 23, the Parties irrevocably submit to the exclusive jurisdiction of the English courts.

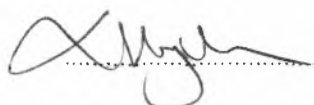
This Contract has been entered into on the date first above written

Signed for and on behalf of
**the Police and Crime
Commissioner for Northamptonshire:**



Authorised Officer

Signed for and on behalf of
Supplier



Authorised Officer

SUMMARY SCHEDULE

Initiative	Local Solutions in East Northamptonshire 2014/15, see Schedule 1 – Introduction appended hereto																
Services	See SCHEDULE 2 – Outcomes, delivery and key performance indicators																
Fee	£49,775																
Details of Payment of Fee / Fee Payment Plan	<p>See SCHEDULE 3 – Funding allocations, monitoring and payments and subject to compliance with the terms of this Contract, the Fee will be paid on the following dates:</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th>Period</th> <th>Monitoring meeting</th> <th>Maximum payment</th> <th>Invoice/payment Date</th> </tr> </thead> <tbody> <tr> <td>1 April – 30 September 2014</td> <td></td> <td>£16,592</td> <td>July</td> </tr> <tr> <td>1 October – 31 December 2014</td> <td>September</td> <td>£16,592</td> <td>October</td> </tr> <tr> <td>1 January – 31 March 2015</td> <td>December</td> <td>£16,591</td> <td>January</td> </tr> </tbody> </table> <p>Payment of invoices is within 30 days of receipt of invoice and completed monitoring information as set out below.</p>	Period	Monitoring meeting	Maximum payment	Invoice/payment Date	1 April – 30 September 2014		£16,592	July	1 October – 31 December 2014	September	£16,592	October	1 January – 31 March 2015	December	£16,591	January
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1 April – 30 September 2014		£16,592	July														
1 October – 31 December 2014	September	£16,592	October														
1 January – 31 March 2015	December	£16,591	January														
Monitoring Information	To support this, East Northamptonshire Council will be required to submit a completed monitoring form using the template set out in SCHEDULE- 4. Additional information may be identified and requested prior to subsequent to the meeting. Payments may be dependent on the provision of this information.																

For the avoidance of doubt Schedules 1-4 appended hereto form part of the Contract.

SCHEDULE 1 - Introduction

Initiative

Local Solutions in East Northamptonshire 2014/15

Purpose

The Police and Crime Commissioner for Northamptonshire has created a *Local Solutions Fund* as a replacement intentions following the removal of the Home Office Community Safety Fund, implementing the Commissioning Framework that sets out the processes and principles for the way all services are being commissioned.

The Police and Crime Commissioner commissions East Northamptonshire Council to deliver mutually agreed outcome(s) that tackle local crime and community safety problems and deliver against the stated outcomes explicitly articulated in the county's Police and Crime Plan. This relationship will be a matter of public record.

The process is intended to reinforce local delivery through the testable application of the following steps that the evidence base tells us is how to effectively prevent crime, which were articulated in the February 2013 consultation *Preventing Crime: It is time to do things*:

1. Focus in on a clearly defined crime problem
2. The crime problem then needs to be properly analysed and understood
3. Solutions put in place need to fit the analysis of the problem and have been evidenced to work or robustly evaluated

And must also satisfy:

4. Development of sustainable community-based initiatives

East Northamptonshire Council will have discretion as to how these outcomes can be best delivered. The *Office of Faith-Based and Community Initiatives* will work with East Northamptonshire Council to provide support and guidance as required.

SCHEDULE 2 – Outcomes, delivery and key performance indicators

The agreed outcomes, identified activities and key performance indicators are set out in the table below:

OUTCOME	KEY PERFORMANCE INDICATORS	DELIVERY
Improved awareness and reporting of domestic abuse and domestic violence	Number of police-recorded domestic crimes and incidents	Engagement with young people developed with schools incl. promotion of healthy lifestyles, peer support and communication (developing use of social media)
	Number of police-recorded repeat domestic crimes and incidents	Non alcoholic taster sessions
		Peer support programme
		Service Six as lead partner
Reduce anti-social behaviour and criminal damage through enhanced positive activities for targeted young people	Number of police-recorded incidents of anti-social behaviour	Enhanced detached youth work (built around identified issue with girl gang in Raunds)
	Proportion of people who perceive antisocial behaviour to be a problem	Streetwise programme
		Embedding of restorative practice
		Diversions activity through sport (being developed)
		Service Six as lead partner
Improve the safety of roads in East Northamptonshire	Number of road traffic collisions resulting in an injury	Development of Speed Watch
	Number of people killed or seriously injured on the road	Driver behaviour programme (exploring use of simulator)
		Exploring use of technology (e.g. black box telematics)
		Use of Parish Constables (to be explored)

SCHEDULE 3 – Funding allocations, monitoring and payments

Funding Allocation

The *Local Solutions Fund* is made up of:

Part A

- Second Home funding allocation and
- Council tax discounts and exemptions,

An agreed proportion is allocated to the Borough and District Councils that raised these elements;

Part B

- A proportion of £150,000 from the Police and Crime Commissioner's commissioning budget allocated to Borough and District Councils calculated by the latest population estimate following the 2011 Census and five year crime rate.

Part C

- Additional funds from the Police and Crime Commissioner's commissioning budget is also be allocated to the appropriate Borough or District Councils to balance the additional Housing Revenue Account costs incurred, on the understanding that this element of the fund is invested in the council housing communities.

The Funds allocated to East Northamptonshire Council is set in the following table:

	Source	£
Part A	2nd Homes	14,711
	Discounts / Exceptions	18,000
Part B	Commissioning Budget	17,064
Local Solutions Fund Allocation		49,775
Part C	Housing Revenue Account	0
TOTAL ALLOCATION		49,775

Monitoring and payment

Following the agreement of the outcome(s), the Police and Crime Commissioner will release the initial funding for the identified interventions to East Northamptonshire Council in order to provide the resources to commence the initiative up to the maximum set out in the table below. Two further releases will be made, subject to satisfaction that progress to deliver the outcomes is being achieved (see *monitoring and payment*).

Unspent allocations will be rolled forward into the following year only. Unspent allocations will be subject to review by September 2015.

Performance review meetings will be held between representatives of the Office of the Police and Crime Commissioner for Northamptonshire and East Northamptonshire Council to:

- Monitor performance against performance indicators reflecting the outcomes set out in Schedule 2
- Collectively problem-solve to response effectively to risks and issues
- Maintain an audit trail of performance issues
- Collectively work to deliver sustained and continuous improvement

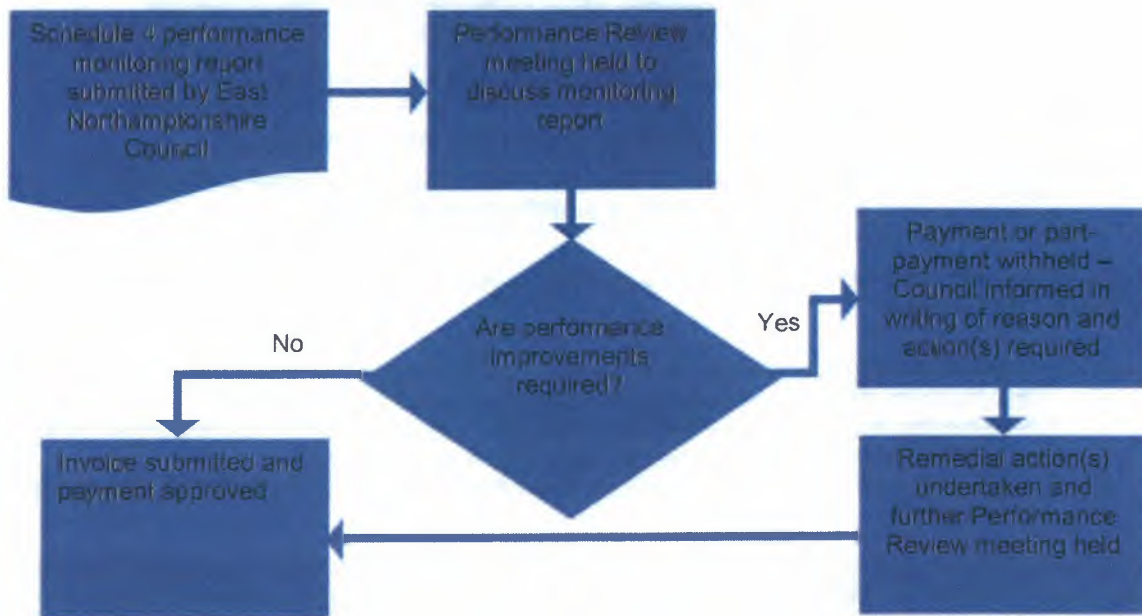
- Review delivery evaluations

To support this, East Northamptonshire Council will be required to submit a completed monitoring form using the template set out in Schedule 4. Additional information may be identified and requested prior to subsequent to the meeting. Payments may be dependent on the provision of this information.

Where a payment is withheld, the Office of the Police and Crime Commissioner for Northamptonshire will state in writing the reason(s) for withholding the funds and what measures East Northamptonshire Council needs to put in place in order for further funds to be released.

Period	Monitoring meeting	Maximum payment	Invoice/payment Date
1 April – 30 September 2014		£16,592	July
1 October – 31 December 2014	September	£16,592	October
1 January – 31 March 2015	December	£16,591	January

Monitoring and payment process



Invoices for payment should be sent to:

Northants - MFSS
 The Police and Crime Commissioner for
 Northamptonshire
 PO Box 273
 MFSS Accounts
 WINSFORD
 Cheshire
 CW7 9FW

or by e-mail to: MFSS.Purchasing@Cheshire.pnn.police.uk

Evaluation

All initiatives will need to be subject to a level of evaluation. The scientific method of evaluation will need to be agreed depending on whether it adds to the existing evidence-base and the resources committed.

The Maryland Scale of Scientific Methods summarised in the table below was designed to review 'what works' in crime prevention. It is a five-point scale used to classify the strength of scientific evidence; it does not classify the strength of a programme's or intervention's effect. Scientific evidence is important in terms of being able to infer cause and effect. Sherman and colleagues (1997) argue that only studies with a robust comparison group design provide can provide evidence of causality. This equates to level three and above in the Maryland Scale.

Details of the scale are set out below.

Level Five	Random assignment and analysis of comparable units to programme and comparison groups.
Level Four	Comparison between multiple units with and without the programme, controlling for other factors or using comparison units that evidence only minor differences.
Level Three	A comparison between two or more comparable units of analysis, one with and one without the programme.
Level Two	Temporal sequence between the programme and the crime or risk outcome clearly observed, or the presence of a comparison group without demonstrated comparability to the treatment group.
Level One	Correlation between a crime prevention programme and a measure of crime or crime risk at a particular point in time.

Where necessary, 5% of the initiative costs should be included for the evaluation, which meet the following critical criteria:

- The objectives should be clear from the beginning and should be written down
- There must be sufficient relevant data available about what has happened
- The evaluation must be independent and unbiased. This means that the people undertaking it must be willing to be critical of the programme and its achievements
- Following the evaluation there must be a willingness to change the things that are wrong with the programme

Failure to deliver an evaluation within a reasonable timescale, but no later than 31 May 2014 unless otherwise agreed by the Office of the Police and Crime Commissioner may be taken into account when allocating the *Local Solutions Fund* in subsequent years.

SCHEDULE 4 – Performance Monitoring Form

Please complete and return this form by e-mail, in advance of the Performance Review meeting, to:

Matthew Chester, Head of Policy, Office of the Police and Crime Commissioner for Northamptonshire
E-mail: matt.chester@northantspcc.pnn.police.uk

Guidance

As part of the *Local Solutions Fund* agreement with the Office of the Police and Crime Commissioner for Northamptonshire, Performance Review meetings linked to payments are required.

The Performance Monitoring Form below is intended to support the Performance Review meetings and forming the basis of the meeting discussions. All information provided should clearly show how progress is being achieved towards the delivery of the agreed outcomes, including the agreed key performance and other performance indicators. Any supporting information you feel demonstrate progress should also be enclosed. As part of the monitoring process your organisation should also provide information relating to issues or challenges faced, their effect on service delivery and lessons learned/changes implemented as a result.

The completed form and other supporting information will form the basis of the meeting discussions and is required to be submitted two weeks in advance of the meeting.

Receipt of the completed Performance Monitoring Form is required for the next instalment of the *Local Solutions Fund*. Failure to do so may result in a delay or the instalment being withheld.

If you have any questions or need any support in completing this form, please contact the Office of the Police and Crime Commissioner for Northamptonshire.

Organisation Name:

East Northamptonshire Council

Initiative:

Local Solutions in East Northamptonshire 2014/15

Section 1 Outcomes, Delivery and Key Performance Indicators

Outcome 1 - Improved awareness and reporting of domestic abuse and domestic violence

Please provide details below of progress of interventions, initiatives and activities have been implemented to deliver the outcome. State if there is anything new to those listed in Schedule 2 of the contract:

Please provide details of progress towards the delivery of agreed outcomes (including key performance indicators and agreed targets):

Please tell us about any issues or challenges you have faced in delivering the activities and outcomes listed in Schedule 2 of the contract:

Outcome 2 - Reduce anti-social behaviour and criminal damage through enhanced positive activities for targeted young people

Please provide details below of progress of interventions, initiatives and activities have been implemented to deliver the outcome. State if there is anything new to those listed in Schedule 2 of the contract:

Please provide details of progress towards the delivery of agreed outcomes (including key performance indicators and agreed targets):

Please tell us about any issues or challenges you have faced in delivering the activities and outcomes listed in Schedule 2 of the contract:

Outcome 3 - Improve the safety of roads in East Northamptonshire

Please provide details below of progress of interventions, initiatives and activities have been implemented to deliver the outcome. State if there is anything new to those listed in Schedule 2 of the contract:

Please provide details of progress towards the delivery of agreed outcomes (including key performance indicators and agreed targets):

Please tell us about any issues or challenges you have faced in delivering the activities and outcomes listed in Schedule 2 of the contract:

Section 2 - General Information

Please provide an update on the progress of the evaluations, including what is being evaluated, how and by whom. Please include indicative timetable.

Please provide any further supporting information that you believe is relevant to the delivery of the outcomes listed in Schedule 2.

Please provide details of any added value that has been achieved through delivering the commissioned outcomes:

Signed:

Print name:

Position:

Date:



Kettering
Borough Council

Local Solutions in Kettering Borough 2014/15

THIS CONTRACT is made the 20th day of October 2014

BETWEEN:

- (1) The Office of the Police and Crime Commissioner for Northamptonshire of Wootton Hall, Northampton, NN4 0JQ (the "**OPCC**"); and
- (2) Kettering Borough Council of the Municipal Offices, Bowling Green Road, Kettering, Northamptonshire NN15 7QX (the "**Supplier**");

each of the OPCC and the Supplier being a **Party** and together the OPCC and the Supplier are the Parties.

THE PARTIES AGREE AS FOLLOWS

1 Definitions and Interpretation

- 1.1 The terms and expressions used in this Contract shall have the meanings set out below:
- 1.1.1 **“Authorised Representative”** means those persons appointed by the Parties in accordance with Clause 13 of this Contract;
 - 1.1.2 **“Commencement Date”** means the 1st April 2014;
 - 1.1.3 **“Data Protection Legislation”** means the Data Protection Act 1998, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and any legislation implementing the Data Protection Directive 95/46/EC of 24 October 1995 or the Privacy and Electronic Communications Directive 2002/58/EC of 12 July 2002;
 - 1.1.4 **“Data Controller”, “Data Processor”, “Data Subject”, “Personal Data” and “Processing”** have the meaning given to them in the Data Protection Legislation;
 - 1.1.5 **“Expiry Date”** means the 31st March 2015;
 - 1.1.6 **“EIR”** means the Environmental Information Regulations 2004;
 - 1.1.7 **“FOIA”** means the Freedom of Information Act 2000;
 - 1.1.8 **“Force Majeure Event”** means an event or sequence of events beyond a Party's reasonable control preventing or delaying it from performing its obligations under this Contract;
 - 1.1.9 **“Service”** means any of the services which form part of the Project as specified in the Schedules 1-3;
 - 1.1.10 **“Fee”** means the sum or sums of money stated in the Schedule 3 that are to be paid by the OPCC to the Supplier under the terms of this Contract;
 - 1.1.11 **“Fee Conditions”** means the purpose and conditions of the Fee set out in Clause 3;
 - 1.1.12 **“Good Industry Practice”** means standards, practices, methods and procedures conforming to the Law and the exercise of that degree of skill, diligence, prudence and foresight which, at the relevant time, would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in the same or a similar type of undertaking as the relevant Party under the same or similar circumstances, seeking in good faith to comply with its contractual and other obligations.
 - 1.1.13 **“Contract Period”** means the period from the Commencement Date to:
 - (a) the Expiry Date, or
 - (b) following an extension pursuant to Clause 2.2, the date of expiry of the extended period,or such earlier date of termination or partial termination of this Contract in accordance with the Law or the provisions of this Contract.
 - 1.1.14 **“Intellectual Property Rights”** means patents, inventions, trademarks, service marks, logos, design rights (whether registerable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether registerable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off;
 - 1.1.15 **“Law(s)”** means any applicable law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code, rule of court or directives or requirements of any Regulatory Body, delegated or subordinate legislation or notice of any Regulatory Body;
 - 1.1.16 **“Outcomes”** means the Outcomes for the Project and/or the Service (as appropriate) set out in the Schedule 2;
 - 1.1.17 **“Project”** means the project set out in the Schedules 1- 3;

- 1.1.18 **“Regulatory Bodies”** means those government departments and regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate or influence the matters dealt with in this Contract or any other affairs of the OPCC and **“Regulatory Body”** shall be construed accordingly;
- 1.1.19 **“VAT”** means value added tax in accordance with the provisions of the Value Added Tax Act 1994 and any similar fiscal or sales tax;
- 1.1.20 **“Service Users”** means anyone who accesses the services or benefits from the activity and interventions provided by the supplier or their partners to deliver the **Outcomes**
- 1.1.21 **“Working Day”** means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
- 1.2 Unless the context otherwise requires, the interpretation and construction of this Contract shall be subject to the following provisions:
 - 1.2.1 words importing the singular meaning include where the context so admits the plural meaning and vice versa;
 - 1.2.2 words importing the masculine include the feminine and the neuter;
 - 1.2.3 references to Clauses or to the Schedules are to clauses or the schedules of this Contract;
 - 1.2.4 references to legislation:
 - (a) include any secondary or subordinate legislation made under or pursuant to that legislation; and
 - (b) include any modification or re-enactment of that legislation;
 - 1.2.5 reference to any person shall include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees;
 - 1.2.6 the words “include”, “includes” and “including” are to be construed as if they were immediately followed by the words “without limitation”;
 - 1.2.7 headings are included in this Contract for ease of reference only and shall not affect the interpretation or construction of this Contract;
 - 1.2.8 references to this Contract means:
 - (a) the Clauses;
 - (b) the Schedules; and
 - (c) any other documents referred to in or attached to the Schedules; and
 - 1.2.9 in the event and to the extent only of any conflict between the Clauses and the Schedules, the Clauses shall prevail.
- 2 Commencement and Duration**
 - 2.1 The rights and obligations of the Parties under this Contract shall be deemed to have taken effect on the Commencement Date and shall continue in force for the Contract Period.
 - 2.2 Subject to Clause 2.3, the Parties may by Contract in writing signed by each Party’s Authorised Representative extend the Contract Period for not more than three months’ from the Expiry Date.
 - 2.3 Any Contract to extend the term of this Contract beyond the Expiry Date shall include an Contract as to any Fee payable for such extension period.
 - 2.4 Where this Contract is extended in accordance with Clauses 2.2 and 2.3, all other provisions of this Contract shall continue in full force and effect during any period of extension.

3 Fee Conditions

- 3.1 The Supplier shall use the Fee:
- 3.1.1 for the purposes set out in, and in accordance with the scope and nature of, the Project and the relevant Service;
 - 3.1.2 to achieve the Outcomes; and
 - 3.1.3 in accordance with the terms and conditions of this Contract.
- 3.2 The Supplier shall not be permitted to change, amend or vary the purposes, scope or nature of the Project or an individual Service without the prior written consent of the OPCC.
- 3.3 The Supplier shall **not** use the Fee for the following:
- 3.3.1 the payment of any capital or operating expenditure incurred prior to the Commencement Date;
 - 3.3.2 the payment or part payment for any post employed by the Supplier, including community safety officers;
 - 3.3.3 any activity which is party-political in intention, use, or presentation;
 - 3.3.4 to support or promote religious activity (excluding inter-faith activity).
- 3.4 The Service(s) must be in the interests of the Service Users and be:
- 3.4.1 free of charge;
 - 3.4.2 confidential;
 - 3.4.3 non-discriminatory (including being available to all regardless of residence status, nationality or citizenship);
 - 3.4.4 available whether or not a crime has been reported to the police; and
 - 3.4.5 available before, during and for an appropriate time after any police investigation or criminal proceedings.
- 3.5 Where the Fee relates to more than one Service, the Supplier may not use Fee provided for one Service for or in respect of another Service.

4 Payment of the Fee

- 4.1 The OPCC shall pay the Fee to the Supplier by instalments as set out in the Schedule 3 to the Supplier's nominated bank account notified to the OPCC in writing on or before the Commencement Date.
- 4.2 If any amount due under this Contract is subject to VAT other any other tax, the OPCC shall not be responsible to pay to the Supplier for that VAT or other tax in addition to the Fee.
- 4.3 The Supplier shall notify the OPCC as soon as reasonably practice if any underspend is forecast.
- 4.4 If an overpayment of the Fee is made at any time, the Supplier shall repay any overpayment within 30 days of receiving any request for repayment from the OPCC.

5 Warranties

- 5.1 The Supplier warrants and represents to the OPCC that:
- 5.1.1 it has the right, power and authority to enter into this Contract and to perform its obligations under this Contract;
 - 5.1.2 all information provided by the Supplier to the OPCC is at the Commencement Date true and accurate and that it is not aware, having made all reasonable enquiries and to the best of its knowledge and belief, that any change will occur after the Commencement Date which will render that information untrue or misleading in any respect and that there has been no material adverse change in the business, assets, operation or prospects of the Supplier that will affect the Project (or any Service) since the date any information was provided;

- 5.1.3 none of the information provided by the Supplier to the OPCC infringes the Intellectual Property Rights of any third party; and
- 5.1.4 any services (including Services) included within the Project will be performed:
- (a) by suitably qualified and competent personnel who shall exercise all due skill and care and all due diligence in their execution of the services;
 - (b) in accordance with Good Industry Practice;
 - (c) so as to conform with all applicable Law relating to those services and the Project.
- 5.2 The Supplier shall notify the OPCC in writing as soon as it is reasonably able upon becoming aware of any breach of any warranty or representation set out in Clause 5.1. When notifying the OPCC of a breach the Supplier shall use all reasonable endeavours to provide such documentation, information, details and assistance in respect of the breach that the OPCC may reasonably request.

6 Compliance with Law

- 6.1 The Supplier shall comply, and shall (at its own expense unless expressly agreed otherwise) ensure that its employees, agents and representatives shall comply, with all applicable Laws in the performance of the Supplier's duties under this Contract, provided that the Supplier shall not be liable for any breach to the extent that such breach is directly caused or contributed to by any act or default of the OPCC or its employees, agents and representatives.

7 Intellectual Property Rights

- 7.1 The Supplier shall Contract to the OPCC at no cost an irrevocable, royalty-free perpetual license to use and to sub-license the use of any material created by the Supplier under the terms of this Contract for such purposes as the OPCC shall deem appropriate.
- 7.2 The Supplier shall indemnify and keep indemnified and hold harmless the OPCC from and against any losses, damages, liability, costs (including legal fees) and expenses incurred by it as a result of or in connection with any action, demand or claim that use or possession of any information supplied by it to the OPCC or in connection with the Project, the Service(s) or the provision of any services by it pursuant to the Project or any Service, infringes the Intellectual Property Rights of any third party ("**IPR Claim**").

8 Exclusion and limitation of liability

- 8.1 Neither Party limits its liability for:
- 8.1.1 death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors (as applicable); or
 - 8.1.2 fraud or fraudulent misrepresentation by it or its employees.
- 8.2 Subject to Clause 8.1, the OPCC's total aggregate liability in respect of all claims, losses or damages, whether arising from contract, tort (including negligence) or otherwise under or in connection with this Contract shall in no event exceed the aggregate of sums paid by it to the Supplier or, if greater, an amount equivalent to the Fee.
- 8.3 Subject to Clause 8.1, the OPCC shall not be liable to the Supplier for:
- 8.3.1 any indirect, special or consequential loss or damage;
 - 8.3.2 any loss of profits, turnover, data, business opportunities, anticipated savings or damage to goodwill (whether direct or indirect); or
 - 8.3.3 any loss, whether direct or indirect, arising from:
 - (a) the Supplier conducting or undertaking the Project or an individual Service; or
 - (b) the use of the Fee, its late payment (in whole or in part) or its withdrawal.

9 Confidentiality

- 9.1 The Supplier shall keep in strict confidence, and use only for the purpose of performing its obligations under this Contract, all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Supplier by (or on behalf of) the OPCC and any other confidential information concerning the OPCC's operations which the Supplier may obtain and the Supplier shall restrict disclosure of such confidential information to such of its employees, agents or sub-contractors as need to know the same for the purpose of performing its obligations under this Contract and shall ensure that such employees, agents or sub-contractors are subject to like obligations of confidentiality and restrictions of use as bind the Supplier.

10 Data Protection

- 10.1 The Supplier, as Data Controller for any Personal Data used for Processing in connection with the Project and/or a Service, shall comply with all of its obligations under the Data Protection Legislation and shall not indicate to any Data Subject that the OPCC is a Data Controller or Data Processor of that Personal Data.
- 10.2 The Supplier shall indemnify and keep indemnified and hold harmless the OPCC on demand against any costs, claims and proceedings, damages and other liabilities (including monetary penalties or other regulatory fines) incurred by the OPCC as a result of the breach of this Clause 10 by the Supplier or its permitted sub-Processors.
- 10.3 The Supplier consents to the OPCC holding and Processing personal data relating to the Supplier and the Supplier agrees that the OPCC may Process and disclose such data internally and so far as is reasonably necessary externally for the purposes of complying with statutory requirements, meeting the OPCC's legitimate interests and complying with this Contract. The OPCC shall Process Personal Data relating to the Supplier in accordance with the Data Protection Legislation.

11 Freedom of Information and Transparency Obligations

- 11.1 The Supplier acknowledges that the OPCC is subject to the requirements of the FOIA and the EIR and shall assist and co-operate with the OPCC (at the Supplier's expense) to enable the OPCC to comply with the requirements of the FOIA and EIR, including but not limited to transferring (or procuring the transfer) to the OPCC any request for information pursuant to the FOIA or EIR received by the Supplier (or any of its sub-contractors) as soon as practicable following receipt and in any event within three Working Days of receipt.
- 11.2 In no event shall the Supplier respond to a request for information under the FOIA or EIR without the prior written consent of the OPCC.
- 11.3 The Supplier acknowledges that the OPCC may be obliged under the FOIA or the EIR to disclose information:
- 11.3.1 without consulting with the Supplier; or
 - 11.3.2 following consultation with the Supplier and having taken its views into account,
- provided always that where Clause 11.3.2 applies the OPCC shall, in accordance with the recommendations of the Secretary of State for Constitutional Affairs' Code of Practice on the discharge of a public authorities' functions under Part 1 of FOIA, take reasonable steps, where appropriate, to give the Supplier advanced notice, or failing that, to draw the disclosure to the Supplier's attention after any such disclosure.
- 11.4 The Supplier shall ensure that all Information (as defined by the FOIA) produced in the course of this Contract or relating to this Contract is retained for disclosure and shall permit the OPCC to inspect such records as requested from time to time.
- 11.5 The Supplier acknowledges that the OPCC is subject to certain transparency and disclosure obligations set out in the Elected Local Policing Bodies Specified Information Order 2011 (as amended) ("**Transparency Obligations**").
- 11.6 The Supplier gives consent to the OPCC to publish the contents of this Contract and information regarding any tender process related to the Project and/or a Service to enable it to comply with its Transparency Obligations.

- 11.7 The Supplier acknowledges that:
- 11.7.1 the OPCC shall be responsible for determining, at its absolute discretion, whether any information is exempt from disclosure or should be disclosed pursuant to the FOIA, EIR and/or the Transparency Obligations and to what extent it may or shall redact any information disclosed; and
 - 11.7.2 any lists or schedules provided by the Supplier outlining confidential information are of an indicative value only and that the OPCC may be obliged to disclose confidential information in accordance with Clause 11.3 and/or Clause 11.5.

12 Discrimination

- 12.1 The Supplier shall, and shall use all reasonable endeavours to procure that its employees, agents and sub-contractors shall:
- 12.1.1 not unlawfully discriminate either directly or indirectly on such grounds as race, colour, ethnic or national origin, disability, sex or sexual orientation, religion or belief, or age; and
 - 12.1.2 without prejudice to the generality of the foregoing, not unlawfully discriminate within the meaning and scope of Sex Discrimination Act 1975, the Equal Pay Acts 1970 and 1983, the Disability and Discrimination Act 1995, the Human Rights Act 1998, the Employment Equality (Sexual Orientation) Regulations 2003, the Employment Equality (Religion or Belief) Regulations 2003, provisions of the Equality Act 2010 or any other relevant or equivalent legislation (including any equivalent legislation from time to time in force in any other jurisdiction in which any activities are carried out under or in connection with this Contract by the Supplier or any of its Staff or sub-contractors) or any statutory modification or re-enactment thereof.

13 Authorised Representatives

- 13.1 The OPCC's Authorised Representative shall be Matthew Chester, Head of Policy or such other person appointed as such by the OPCC and notified to the Supplier pursuant to Clause 32.
- 13.2 The Supplier's Authorised Representative shall be Martin Hammond or such other person appointed as such by the Supplier and notified to the OPCC pursuant to Clause 32.

14 Review, Monitoring and Information

- 14.1 The Supplier shall provide such information, and any supporting documentation, in relation to the performance of its obligations and compliance with the Law required under this Contract (including information in respect of progress towards achieving the Outcomes and any monitoring information identified in Schedule 4) as the OPCC may reasonably request from time to time. Such information shall be provided in the format and within the timescales as the OPCC reasonably requests from time to time. The Supplier shall ensure that all such information is accurate and complete and, in respect of any information required by the OPCC for tendering purposes, shall notify the OPCC without delay of any changes to information previously provided to the OPCC.
- 14.2 The Supplier shall meet with the OPCC from time to time, at such intervals and in such places reasonably requested by the OPCC, in order to discuss the Project, a Service and/or progress towards achieving the Outcomes and to identify any lessons learned for future projects and/or future Contracts of Fee. The OPCC shall be permitted to share information arising from such meeting with the Chief Constable of its police force and/or with police and crime commissioners and/or chief constables of other police forces.

15 Records

- 15.1 The Supplier shall maintain (and procure that any of its agent and sub-contractors maintain) comprehensive and up-to-date records of its capital and operating expenditure in respect of the Project, and each Service, including such details as the OPCC may reasonably require to ensure that the Fee is being used in accordance with this Contract solely for and in connection with the Project and/or the relevant Service.

- 15.2 The Supplier shall (and shall procure that its agents and sub-contractors shall) make its (or their) records and books of account in relation to the Fee available to the OPCC or any person nominated by the OPCC for the purposes of inspection and audit on the giving of reasonable notice by the OPCC.
- 15.3 The Supplier shall keep all records relating to the Fee for a period of seven years from expiry of the Contract Period.
- 15.4 Upon request, the Supplier shall send to the OPCC a copy of its audited accounts.

16 Procurement by the Supplier

- 16.1 In so far as the Supplier procures any goods, services or works from any third party in order to achieve the Outcomes, then it shall do so in accordance with:
 - 16.1.1 the Supplier's standing orders and any other reasonable instructions given by the OPCC;
 - 16.1.2 the Public Contracts Regulations 2006 and all other Law governing public procurement as a Contracting Authority within the meaning of those Laws. In addition and without limiting the generality thereof, the Supplier must secure the best value for money and must act in a fair, open and non-discriminatory manner in all purchases of goods and services; and
 - 16.1.3 its own procurement processes and financial regulations.
- 16.2 The Supplier shall permit the OPCC or any person nominated by the OPCC to attend and observe any pre-tender meetings, tender evaluations and bidder presentations for the purpose of satisfying the OPCC that any procurement process is conducted in accordance with the terms of this Contract.
- 16.3 If any Fee provided by the OPCC is used to procure goods or services and VAT is included in the cost, the Supplier shall recover that VAT from HM Customs and Excise where it is recoverable and use it to deliver the services required under this Contract to achieve the Outcomes.

17 Purchase of Capital Equipment

- 17.1 The Supplier shall account for the Fee on an accruals basis. This requires the cost of goods or services to be recognised when the goods or services are received, rather than when they are paid for.
- 17.2 If any capital asset costing more than £1,000 is purchased with funds provided by the OPCC, the asset must not be sold or otherwise disposed of within five years of purchase without the OPCC's written consent. The OPCC may require the repayment of all or part of any proceeds of any disposal or sale.
- 17.3 The Supplier must not attempt to raise a mortgage or other charge on OPCC-funded assets without the prior written approval of the OPCC.
- 17.4 The Supplier shall maintain a register of any capital assets purchased with funds provided by the OPCC. This register will record, as a minimum, (a) the date the item was purchased; (b) the price paid; and (c) the date of disposal (in due course).

18 Publicity

- 18.1 The Supplier shall acknowledge the Fee in its annual report and accounts, including an acknowledgement that the OPCC was the source of the Fee, in a form reasonably acceptable to the OPCC.
- 18.2 The OPCC shall be entitled to promote the Fee of the Project (including the Service(s)) in any publicity material or media statement issued by the OPCC.
- 18.3 The Supplier shall (and shall use all reasonable endeavours to procure that its employees, agents, professional advisers and sub-contractors shall) not make any press announcement or publicise this Contract, the Project, any Service or any part thereof in any way, except with the express prior written consent of the OPCC.

- 18.4 The Supplier shall (and shall use all reasonable endeavours to procure that its employees, agents, professional advisers and sub-contractors shall) not include in any published material the name, logo or style of "Northamptonshire Police" nor "Office of the Police and Crime Commissioner for Northamptonshire"; any Intellectual Property Rights associated therewith; nor any photograph or drawing depicting any officer of Northamptonshire Police force without the OPCC's prior written consent.

19 Indemnity

- 19.1 The Supplier shall indemnify the OPCC on demand from and against all liabilities arising from third party actions, claims or demands brought against the OPCC for breach of statutory duty concerning the Service(s) which may arise out of or in consequence of a breach by the Supplier of its obligations under this Contract.

20 Breach of Fee Conditions

- 20.1 If the Supplier fails to comply with any of the Fee Conditions set out in this Contract, or if any of the events mentioned in Clause 20.2 occur, then the OPCC may withhold payment of any future instalment of the Fee and/or require all or any part of the Fee to be repaid. The Supplier must repay any amount required to be repaid under this Clause 20 within 30 days of receiving the demand for repayment.

- 20.2 The events referred to in Clause 20.1 are as follows:

20.2.1 the Supplier purports to transfer or assign any rights, interests or obligations arising under this Contract without the Contract in advance of the OPCC;

20.2.2 any information provided in relation to the Fee (or in a claim for payment) or in any subsequent supporting correspondence is found to be incorrect or incomplete to an extent which the OPCC considers to be material;

20.2.3 any member of the Supplier's governing body, staff or volunteers acts dishonestly or fraudulently;

20.2.4 the Supplier takes inadequate measures to investigate and resolve any reported irregularity.

- 20.3 If during the term of this Contract there is a breach of the Fee Conditions in respect of any of the Services the OPCC may (at its option) write to the Supplier giving particulars of the breach and in that event:

20.3.1 the Supplier shall provide the OPCC with a draft performance improvement plan for that Service within 10 Working Days of the date of the Breach Notice;

20.3.2 the OPCC shall either accept the draft performance improvement plan within five Working Days of receipt or inform the Supplier why it cannot accept the draft performance improvement plan; and

20.3.3 if the OPCC does not accept the draft performance improvement plan:

(a) the Parties shall then meet to discuss the OPCC's concerns,

(b) the Supplier shall provide a revised draft performance improvement plan within five Working Days of the meeting; and

(c) if the draft performance improvement plan cannot then be agreed, the OPCC shall be entitled to serve three months' notice of termination in writing upon the Supplier in respect of that Service. Such notice shall not have the effect of terminating this Contract in respect of other Services.

21 Termination

- 21.1 This Contract does not represent a commitment to renew or continue financial support to the Supplier for the Project, any Service or any other purpose and the OPCC gives no warranty or assurance that further Fee will be made available after the Expiry Date.

- 21.2 The OPCC may, without prejudice to its other rights and remedies, by notice in writing to the Supplier immediately terminate this Contract or the Fee for a specified Service:

- 21.2.1 if the Fee or any part of the Fee is being used for any purpose other than the purpose set out in this Contract; or
- 21.2.2 if the Supplier:
- (a) has been involved in any illegal activity or improper act in its administration;
 - (b) is in material or persistent breach of any of its obligations under this Contract (or the relevant Service) and if that breach is capable of remedy and the Supplier has failed to remedy that breach within 20 Working Days after receiving written notice requiring it to remedy that breach; or
 - (c) is unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986) or becomes insolvent or an order is made or a resolution passed for the administration, winding-up or dissolution of the Supplier (otherwise than for the purposes of a solvent amalgamation or reconstruction) or an administrative or other receiver, manager, liquidator, administrator, trustee or similar officer is appointed over all or any substantial part of the assets of the Supplier or the Supplier enters into or proposes any composition or arrangement with its creditors generally or any analogous event occurs in any applicable jurisdiction; or
 - (d) ceases or threatens to cease carrying on its business; and
- 21.2.3 in the circumstances set out in Clauses 20.3.3(c), 24.4, 25.5 or 36.2.
- 21.3 Where, in the reasonable opinion of the OPCC, any Fee secured by the Supplier, whether notified to it by the Supplier pursuant to Clause 3.4 or otherwise, is duplicate Fee for the Project or a specific Service, then the OPCC may terminate this Contract on 5 Working Days' notice in writing to the Supplier.
- 21.4 The Supplier may terminate this Contract in relation to Fee for a specific Service by providing not less than 3 months' notice in writing to the OPCC specifying the Service to which the notice relates.
- 21.5 In the event of termination of this Contract for any reason or upon its expiry:
- 21.5.1 the OPCC shall not be liable to make any payment of any unpaid or future instalments of the Fee in respect of the terminated Service(s);
 - 21.5.2 each Party shall within 5 Working Days of such termination or expiry return (or, at the other Party's option, destroy) all Confidential Information (and any other information) belonging to the other Party in its possession or under its control and all copies of such information in respect of the terminated Service(s); and
 - 21.5.3 the Supplier shall:
 - (a) return to the OPCC any assets or property (unless the OPCC gives its written consent to their retention or sale) that are in its possession in connection with the terminated Service(s); and
 - (b) repay to the OPCC any unspent Fee for the terminated Service(s) within 5 Working Days, to the bank account notified to the Supplier in writing on or before termination or expiry.
- 21.6 Termination of this Contract for whatever reason shall not operate to affect any provisions that expressly or by implication survive termination.

22 Insurance

- 22.1 The Supplier shall take out and maintain a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Supplier, arising out of the Supplier's performance of its obligations under this Contract including death or personal injury, loss of or damage to property or any other loss together with any other insurances as may be required by Law.
- 22.2 The Supplier shall provide to the OPCC on request satisfactory evidence of the existence of the insurance referred to in Clause 22.1 together with evidence that the relevant premiums have been paid and that those insurances are in full force and effect.

22.3 If the Supplier is in breach of Clause 22.1 or Clause 22.2, the OPCC may pay any premiums required to keep such insurance in force or itself procure such insurance and may, in either case, recover such amounts from the Supplier on written demand, together with all expenses incurred in procuring such insurance.

22.4 The Supplier undertakes that it shall not do, or omit to do, anything to vitiate either in whole or in part any of the insurance cover that it is obliged to have and maintain under this Clause 22.

23 Dispute Resolution

23.1 In the event of a dispute arising out of or in connection with this Contract, it shall be resolved pursuant to this Clause 23.

23.2 Nothing in this dispute resolution procedure shall prevent a Party from seeking from any court of competent jurisdiction an interim order restraining the other Party from doing any act or compelling the other Party to do any act.

23.3 The Parties shall each use reasonable endeavours to resolve any dispute by means of a prompt and bona fide discussion between the Authorised Representatives.

23.4 In the event that a dispute is not resolved within five Working Days of any discussion between the Authorised Representatives in accordance with Clause 23.3, it shall be referred to the OOPCC's Chief Executive and the Supplier's Chief Executive to resolve.

23.5 If the dispute is not resolved within 10 Working Days of escalation of the dispute in accordance with Clause 23.4, the Parties shall refer it to mediation pursuant to the procedure set out in Clause 23.7 unless either Party does not agree to mediation.

23.6 The obligations of the Parties under this Contract shall not cease, or be suspended or delayed by the reference of a dispute to mediation and each Party, its sub-contractors and their officers, employees and agents shall comply fully with the requirements of this Contract at all times.

23.7 The procedure for mediation and consequential provisions relating to mediation are as follows:

23.7.1 A neutral adviser or mediator (the "**Mediator**") shall be chosen by Contract between the Parties or, if they are unable to agree upon a Mediator within 10 Working Days after a request by one Party to the other or if the Mediator agreed upon is unable or unwilling to act, either Party shall within 10 Working Days from the date of the proposal to appoint a Mediator or within 10 Working Days of notice to either Party that he is unable or unwilling to act, apply to Centre for Effective Dispute Resolution to appoint a Mediator.

23.7.2 The Parties shall within 10 Working Days of the appointment of the Mediator meet with the Mediator in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations to be held. If considered appropriate, the Parties may at any stage seek assistance from Centre for Effective Dispute Resolution to provide guidance on a suitable procedure.

23.7.3 Unless otherwise agreed, all negotiations connected with the dispute and any settlement Contract relating to it shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings.

23.7.4 If the Parties reach Contract on the resolution of the dispute, the Contract shall be recorded in writing and shall be binding on the Parties once it is signed by their Authorised Representatives.

23.7.5 If the Parties fail to reach Contract within 60 Working Days of the Mediator being appointed, or such longer period as may be agreed by the Parties, then any dispute or difference between them may be referred to the Courts.

23.8 Subject to Clause 23.2, the Parties shall not institute court proceedings until the procedures set out in Clauses 23.3, 23.4 and 23.5 have been completed.

24 Prevention of Corruption

24.1 The Supplier or anyone associated with the Supplier shall not:

- 24.1.1 offer or give, or agree to give, to the OPCC or any other public body or any person employed by or on behalf of the OPCC or any other public body any gift or consideration of any kind as an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of this Contract or any other contract with the OPCC or any other public body, or for showing or refraining from showing favour or disfavour to any person in relation to this Contract or any such contract;
 - 24.1.2 commit any offence under the Prevention of Corruption Acts 1889 to 1916, or Section 117(2) of the Local Government Act 1972 or the Bribery Act 2010 or under Law creating offences in respect of fraudulent acts or at common law in respect of fraudulent acts in relation to this Contract or any other contract with the OPCC.
 - 24.2 For the purpose of this Clause 24, whether a person is associated with another person shall be determined in accordance with section 8 of the Bribery Act 2010 and a person associated with the Supplier includes, but is not limited to, any sub-contractor of the Supplier.
 - 24.3 The Supplier warrants that it has not paid commission or agreed to pay commission to the OPCC or any other public body or any person employed by or on behalf of the OPCC or any other public body in connection with this Contract.
 - 24.4 If the Supplier, or anyone acting on the Supplier's behalf, engages in conduct prohibited by Clause 24.1 or Clause 24.3, the OPCC may terminate this Contract and recover from the Supplier the amount of any Fee paid to the Supplier together with any loss sustained by the OPCC in consequence of any breach of those Clauses.
 - 24.5 Any dispute, difference or question arising in respect of the interpretation of this Clause 24 including the right of the OPCC to terminate this Contract, shall be decided by the OPCC, whose decision shall be final and conclusive.
- 25 Conflict of Interest and Prevention of Fraud**
- 25.1 The Supplier shall take all reasonable steps, in accordance with Good Industry Practice, to:
 - 25.1.1 ensure that neither the Supplier nor any of its employees, agents or representatives is placed in a position where, in the reasonable opinion of the OPCC, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Supplier and the duties owed to the OPCC under the provisions of this Contract; and
 - 25.1.2 prevent fraud by its employees, agents and representatives (including its shareholders, members and directors) in connection with the receipt of monies from the OPCC.
 - 25.2 Without prejudice to the generality of Clause 25.1, the Supplier shall set up formal procedures to require all persons involved in the use of the Fee to declare any personal or financial interest in any matter concerning the Supplier's activities and to be excluded from any discussion or decision-making relating to the matter concerned.
 - 25.3 The Supplier shall disclose to the OPCC without delay full particulars of any such conflict of interest which may arise and if the Supplier has any grounds for suspecting financial irregularity in the use of any money paid under this Contract, it shall notify the OPCC immediately, explain what steps are being taken to investigate the suspicion, and keep the OPCC informed about the progress of the investigation.
 - 25.4 For the purposes of Clause 25.3, "financial irregularity" includes fraud or other impropriety, mismanagement, and the use of the Fee for purposes other than those intended by the OPCC.
 - 25.5 If the Supplier or its employees, agents or representatives commits fraud in relation to this Contract or any contract with the OPCC, the OPCC may terminate this Contract and recover from the Supplier the amount of any Fee paid to the Supplier together with any loss sustained by the OPCC in consequence of any breach of this Clause 25.

26 Variation

26.1 No amendment or variation to this Contract shall have effect unless made in writing and executed on behalf of the Parties.

27 Relationship

27.1 The Parties are independent entities and not partners, principal and agent, or employer and employee, or in any other relationship of trust to each other. Nothing in this Contract shall create a partnership or joint venture between the Parties nor authorise any Party to enter into any contact or commitment for and on behalf of the other Party.

28 Counterparts

28.1 This Contract may be executed in counterparts, each of which when executed and delivered shall constitute an original but all counterparts together shall constitute one and the same instrument.

29 Severability

29.1 If any provision of this Contract is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions of this Contract shall continue in full force and effect as if this Contract had been executed with the invalid, illegal or unenforceable provision eliminated.

29.2 In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of this Contract, the OPCC and the Supplier shall immediately commence good faith negotiations to remedy such invalidity.

30 Remedies Cumulative

30.1 Except as otherwise expressly provided by this Contract, all rights and remedies available to either Party under this Contract or otherwise are cumulative and may be exercised concurrently or separately, and the exercise of any one right or remedy shall not be deemed an election of such right or remedy to the exclusion of, and shall be without prejudice to the availability of, any other right or remedy.

31 Waiver

31.1 The failure of either Party to insist upon strict performance of any provision of this Contract, or the failure of either Party to exercise, or any delay in exercising, any right or remedy shall not constitute a waiver of that right or remedy and shall not cause a diminution of the obligations established by this Contract.

31.2 No waiver shall be effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with Clause 32.

31.3 A waiver of any right or remedy arising from a breach of this Contract shall not constitute a waiver of any right or remedy arising from any other or subsequent breach of this Contract.

32 Notices

32.1 All notices and other communications in relation to this Contract shall be in writing and shall be deemed to have been duly given if personally delivered, or mailed (first class postage prepaid) to an Authorised Representative at the address of the relevant Party, as referred to above or otherwise notified in writing. If personally delivered all such communications shall be deemed to have been given when received (except that if received on a non-Working Day or after 5.00pm on any Working Day they shall be deemed received on the next Working Day) and if mailed all such communications shall be deemed to have been given and received on the second Working Day following such mailing.

32.2 For the avoidance of doubt, any notice given under this Contract shall not be validly served if sent by electronic mail and not confirmed by a letter sent by post.

33 Assignment and sub-contracting

33.1 The Supplier may not, without the OPCC's prior written consent, assign or sub-contract any right or obligation under this Contract, in whole or in part.

34 Contracts (Rights of Third Parties) Act 1999

34.1 This Contract does not and is not intended to confer any contractual benefit on any person who is not a Party to this Contract pursuant to the terms of the Contract (Rights of Third Parties) Act 1999. This does not affect any right or remedy of such a person that exists or is available apart from that Act.

35 Entire Contract

35.1 This Contract constitutes the entire Contract and understanding between the Parties and supersedes any previous arrangement, understanding or Contract between them relating the Services.

35.2 The Supplier acknowledges and agrees that it has not been induced to enter into this Contract in reliance upon, and in connection with this Contract, does not have any remedy and waives all rights in respect of, any warranty, representation, statement, Contract or undertaking of any nature whatsoever other than as expressly set out in this Contract, except that this Clause 35.2 shall not exclude liability in respect of any fraudulent misrepresentation.

36 Force Majeure

36.1 Neither Party shall be liable to the other Party for any delay or non-performance of its obligations under this Contract arising from any cause or causes due to a Force Majeure Event, provided that it:

36.1.1 promptly notifies the other Party of the Force Majeure Event and its expected duration; and

36.1.2 uses reasonable endeavours to minimise the effects of that event.

36.2 If, due to a Force Majeure Event, a Party is delayed in or prevented from performing its obligations for a continuous period of more than 5 Working Days OR more than 10 Working Days in any 12 month period, the OPCC may terminate this Contract immediately by notice in writing served on the Supplier.

37 Governing Law

37.1 This Contract shall be governed by and construed in accordance with the Law of England and, subject to Clause 23, the Parties irrevocably submit to the exclusive jurisdiction of the English courts.

This Contract has been entered into on the date first above written

Signed for and on behalf of
the Police and Crime
Commissioner for Northamptonshire:



Authorised Officer

Signed for and on behalf of
Kettering Borough Council



Authorised Officer

SUMMARY SCHEDULE

Initiative	Local Solutions in Kettering Borough 2014/15, see Schedule 1 – Introduction appended hereto																
Services	See SCHEDULE 2 – Outcomes, delivery and key performance indicators																
Fee	£59,080																
Details of Payment of Fee / Fee Payment Plan	<p>See SCHEDULE 3 – Funding allocations, monitoring and payments and subject to compliance with the terms of this Contract, the Fee will be paid on the following dates:</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th>Period</th> <th>Monitoring meeting</th> <th>Maximum payment</th> <th>Invoice/payment Date</th> </tr> </thead> <tbody> <tr> <td>1 April – 30 September 2014</td> <td></td> <td>£19,694</td> <td>July</td> </tr> <tr> <td>1 October – 31 December 2014</td> <td>September</td> <td>£19,693</td> <td>October</td> </tr> <tr> <td>1 January – 31 March 2015</td> <td>December</td> <td>£19,693</td> <td>January</td> </tr> </tbody> </table> <p>Payment of invoices is within 30 days of receipt of invoice and completed monitoring information as set out below.</p>	Period	Monitoring meeting	Maximum payment	Invoice/payment Date	1 April – 30 September 2014		£19,694	July	1 October – 31 December 2014	September	£19,693	October	1 January – 31 March 2015	December	£19,693	January
Period	Monitoring meeting	Maximum payment	Invoice/payment Date														
1 April – 30 September 2014		£19,694	July														
1 October – 31 December 2014	September	£19,693	October														
1 January – 31 March 2015	December	£19,693	January														
Monitoring Information	To support this, Kettering Borough Council will be required to submit a completed monitoring form using the template set out in SCHEDULE- 4. Additional information may be identified and requested prior to subsequent to the meeting. Payments may be dependent on the provision of this information.																

For the avoidance of doubt Schedules 1-4 appended hereto form part of the Contract.

SCHEDULE 1 - Introduction

Initiative

Local Solutions in Kettering Borough 2014/15

Purpose

The Police and Crime Commissioner for Northamptonshire has created a *Local Solutions Fund* as a replacement intentions following the removal of the Home Office Community Safety Fund, implementing the Commissioning Framework that sets out the processes and principles for the way all services are being commissioned.

The Police and Crime Commissioner commissions Kettering Borough Council to deliver mutually agreed outcome(s) that tackle local crime and community safety problems and deliver against the stated outcomes explicitly articulated in the county's Police and Crime Plan. This relationship will be a matter of public record.

The process is intended to reinforce local delivery through the testable application of the following steps that the evidence base tells us is how to effectively prevent crime, which were articulated in the February 2013 consultation *Preventing Crime: It is time to do things*:

1. Focus in on a clearly defined crime problem
2. The crime problem then needs to be properly analysed and understood
3. Solutions put in place need to fit the analysis of the problem and have been evidenced to work or robustly evaluated

And must also satisfy:

4. Development of sustainable community-based initiatives

Kettering Borough Council will have discretion as to how these outcomes can be best delivered. The *Office of Faith-Based and Community Initiatives* will work with Kettering Borough Council to provide support and guidance as required.

SCHEDULE 2 – Outcomes, delivery and key performance indicators

The agreed outcomes, identified activities and key performance indicators are set out in the table below:

OUTCOME	KEY PERFORMANCE INDICATORS	DELIVERY
Impact on the long term public health implications of excessive alcohol intake	Number of people attending Kettering A&E for a drink-related incident	Training / workshops with licensees Develop alternative business models with licensees
	Number of alcohol-related admissions to hospital	Engage licensed premises with purple flag (part of Local Alcohol Action Area programme) Develop and support Pub Watch scheme – Best Bar None Award
Reduce alcohol-related violent crime and anti-social behaviour in and around Kettering town centre	Number of police-recorded violence against the person offences (excl. domestic violence) in Kettering Town Centre (8% reduction)	Extend Street Pastors scheme Support the Genesis Late Evening Coffee Lounge at Eden Centre (offering alcohol-free alternative to nightclubs and bars. OFBCI supporting.
	Number of police-recorded violence against the person offences (excl. domestic violence) in Kettering Borough (8% reduction)	
Reduce the rate of domestic abuse incidents and the rate of domestic abuse victimisation	Number of police-recorded domestic crimes and incidents	Local case Management approach Target hardening
	Number of police-recorded repeat domestic crimes and incidents	Programmes – “Freedom” and “Stay Safe” (adult women); “Help Me Stay Safe” (7-11yrs); “DAY Programme” (young people > 14yrs; “CRUSH” (13-19 yrs); “Choose to Change” (13-18 yrs)
a) Provide the best quality of service to victims of domestic burglary, to help them recover from the offence and enable them to feel safe and secure; and, b) Reduce the rate of domestic burglary and in the rate of domestic burglary victimisation	Number of police-recorded dwelling burglaries (15% reduction)	Focus on priority areas – Avondale Grange and All Saints
	Number of police-recorded repeat victims of dwelling burglary	Advice, assessment and security upgrade for all victims and those considered ‘at risk’ incl. cocooning Gate and secure communal alleyways “Tackling insecurities and promoting neighbourliness” campaign Community event – Grange Estate Recruitment of Special Constables
Reduce robbery of personal property	Number of police-recorded robberies of personal property (15% reduction)	School Watch Youth Chaplaincy Knife awareness
a) Increase the number of young	Number of police-recorded incidents of anti-social	Targeted youth outreach/detached work

<p>people engaged in positive activities; and, b) Reduce anti-social behaviour and first time entrants into the Criminal Justice System</p>	<p>behaviour Number of police-recorded crimes of criminal damage (5% reduction) (PI) Proportion of people who perceive antisocial behaviour to be a problem (<6.6%) (PI) Number of first-time entrants to the criminal justice system</p>	<p>"Hammered" project (targeting underage drinking and alcohol misuse) "2B" project (targeting anti-social behaviour and youth nuisance) Groundwork as lead partner</p>
<p>Reduce anti-social behaviour: a) In the vicinity of school/academy gates; b) In the immediate after-school period; and, c) By providing routes home from school/academy.</p>	<p>Number of police-recorded incidents of anti-social behaviour Number of police-recorded crimes of criminal damage (5% reduction) (PI) Proportion of people who perceive antisocial behaviour to be a problem (<6.6%) Volume reduction in ASB repeat victimisation reported to the Police (10% reduction) (PI)</p>	<p>Youth Chaplaincy</p>

SCHEDULE 3 – Funding allocations, monitoring and payments

Funding Allocation

The *Local Solutions Fund* is made up of:

Part A

- Second Home funding allocation and
- Council tax discounts and exemptions,

An agreed proportion is allocated to the Borough and District Councils that raised these elements;

Part B

- A proportion of £150,000 from the Police and Crime Commissioner's commissioning budget allocated to Borough and District Councils calculated by the latest population estimate following the 2011 Census and five year crime rate.

Part C

- Additional funds from the Police and Crime Commissioner's commissioning budget is also be allocated to the appropriate Borough or District Councils to balance the additional Housing Revenue Account costs incurred, on the understanding that this element of the fund is invested in the council housing communities.

The Funds allocated to Kettering Borough Council is set in the following table:

	Source	£
Part A	2nd Homes	8,891
	Discounts / Exceptions	21,000
Part B	Commissioning Budget	21,189
Local Solutions Fund Allocation		51,080
Part C	Housing Revenue Account	8,000
TOTAL ALLOCATION		59,080

Monitoring and payment

Following the agreement of the outcome(s), the Police and Crime Commissioner will release the initial funding for the identified interventions to Kettering Borough Council in order to provide the resources to commence the initiative up to the maximum set out in the table below. Two further releases will be made, subject to satisfaction that progress to deliver the outcomes is being achieved (see *monitoring and payment*).

Unspent allocations will be rolled forward into the following year only. Unspent allocations will be subject to review by September 2015.

Performance review meetings will be held between representatives of the Office of the Police and Crime Commissioner for Northamptonshire and Kettering Borough Council to:

- Monitor performance against performance indicators reflecting the outcomes set out in Schedule 2
- Collectively problem-solve to response effectively to risks and issues
- Maintain an audit trail of performance issues
- Collectively work to deliver sustained and continuous improvement

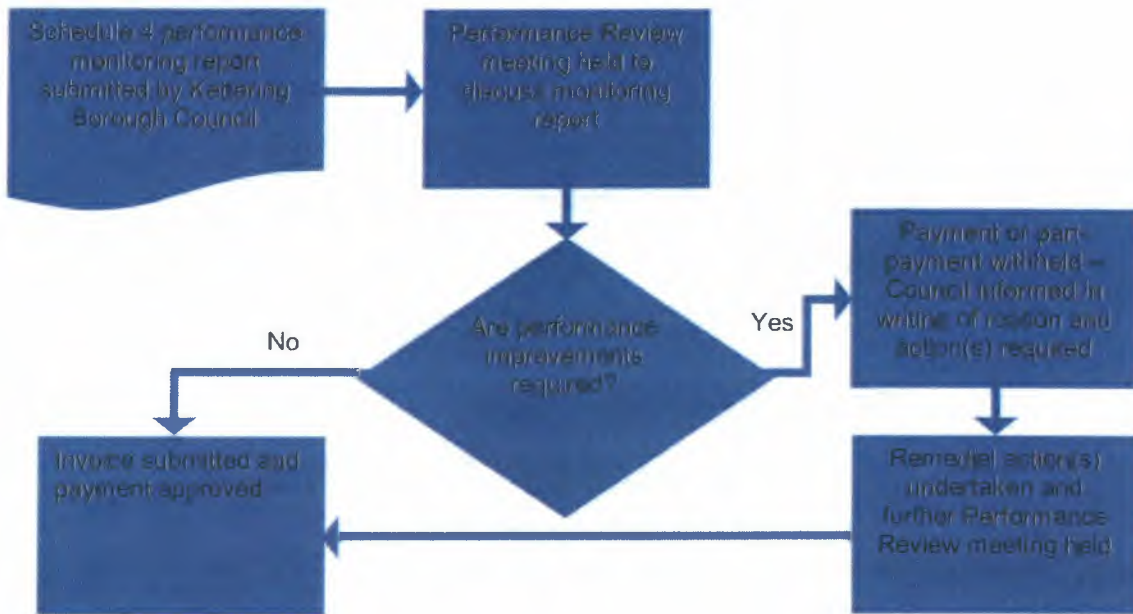
- Review delivery evaluations

To support this, Kettering Borough Council will be required to submit a completed monitoring form using the template set out in Schedule 4. Additional information may be identified and requested prior to subsequent to the meeting. Payments may be dependent on the provision of this information.

Where a payment is withheld, the Office of the Police and Crime Commissioner for Northamptonshire will state in writing the reason(s) for withholding the funds and what measures Kettering Borough Council needs to put in place in order for further funds to be released.

Period	Monitoring meeting	Maximum payment	Invoice/payment Date
1 April – 30 September 2014		£19,694	July
1 October – 31 December 2014	September	£19,693	October
1 January – 31 March 2015	December	£19,693	January

Monitoring and payment process



Invoices for payment should be sent to:

Northants - MFSS
 The Police and Crime Commissioner for
 Northamptonshire
 PO Box 273
 MFSS Accounts
 WINSFORD
 Cheshire
 CW7 9FW

or by e-mail to: MFSS.Purchasing@Cheshire.pnn.police.uk

Evaluation

All initiatives will need to be subject to a level of evaluation. The scientific method of evaluation will need to be agreed depending on whether it adds to the existing evidence-base and the resources committed.

The Maryland Scale of Scientific Methods summarised in the table below was designed to review 'what works' in crime prevention. It is a five-point scale used to classify the strength of scientific evidence; it does not classify the strength of a programme's or intervention's effect. Scientific evidence is important in terms of being able to infer cause and effect. Sherman and colleagues (1997) argue that only studies with a robust comparison group design provide can provide evidence of causality. This equates to level three and above in the Maryland Scale.

Details of the scale are set out below.

Level Five	Random assignment and analysis of comparable units to programme and comparison groups.
Level Four	Comparison between multiple units with and without the programme, controlling for other factors or using comparison units that evidence only minor differences.
Level Three	A comparison between two or more comparable units of analysis, one with and one without the programme.
Level Two	Temporal sequence between the programme and the crime or risk outcome clearly observed, or the presence of a comparison group without demonstrated comparability to the treatment group.
Level One	Correlation between a crime prevention programme and a measure of crime or crime risk at a particular point in time.

Where necessary, 5% of the initiative costs should be included for the evaluation, which meet the following critical criteria:

- The objectives should be clear from the beginning and should be written down
- There must be sufficient relevant data available about what has happened
- The evaluation must be independent and unbiased. This means that the people undertaking it must be willing to be critical of the programme and its achievements
- Following the evaluation there must be a willingness to change the things that are wrong with the programme

Failure to deliver an evaluation within a reasonable timescale, but no later than 31 May 2014 unless otherwise agreed by the Office of the Police and Crime Commissioner may be taken into account when allocating the *Local Solutions Fund* in subsequent years.

SCHEDULE 4 – Performance Monitoring Form

Please complete and return this form by e-mail, in advance of the Performance Review meeting, to:

Matthew Chester, Head of Policy, Office of the Police and Crime Commissioner for Northamptonshire
E-mail: matt.chester@northantspcc.pnn.police.uk

Guidance

As part of the *Local Solutions Fund* agreement with the Office of the Police and Crime Commissioner for Northamptonshire, Performance Review meetings linked to payments are required.

The Performance Monitoring Form below is intended to support the Performance Review meetings and forming the basis of the meeting discussions. All information provided should clearly show how progress is being achieved towards the delivery of the agreed outcomes, including the agreed key performance and other performance indicators. Any supporting information you feel demonstrate progress should also be enclosed. As part of the monitoring process your organisation should also provide information relating to issues or challenges faced, their effect on service delivery and lessons learned/changes implemented as a result.

The completed form and other supporting information will form the basis of the meeting discussions and is required to be submitted two weeks in advance of the meeting.

Receipt of the completed Performance Monitoring Form is required for the next instalment of the *Local Solutions Fund*. Failure to do so may result in a delay or the instalment being withheld.

If you have any questions or need any support in completing this form, please contact the Office of the Police and Crime Commissioner for Northamptonshire.

Organisation Name:

Kettering Borough Council

Initiative:

Local Solutions in Kettering Borough 2014/15

Section 1 Outcomes, Delivery and Key Performance Indicators

Outcome 1 - Impact on the long term public health implications of excessive alcohol intake

Please provide details below of progress of interventions, initiatives and activities have been implemented to deliver the outcome. State if there is anything new to those listed in Schedule 2 of the contract:

Please provide details of progress towards the delivery of agreed outcomes (including key performance indicators and agreed targets):

Please tell us about any issues or challenges you have faced in delivering the activities and outcomes listed in Schedule 2 of the contract:

Outcome 2 - Reduce alcohol-related violent crime and anti-social behaviour in and around Kettering town centre

Please provide details below of progress of interventions, initiatives and activities have been implemented to deliver the outcome. State if there is anything new to those listed in Schedule 2 of the contract:

Please provide details of progress towards the delivery of agreed outcomes (including key performance indicators and agreed targets):

Please tell us about any issues or challenges you have faced in delivering the activities and outcomes listed in Schedule 2 of the contract:

Outcome 3 - Reduce the rate of domestic abuse incidents and the rate of domestic abuse victimisation

Please provide details below of progress of interventions, initiatives and activities have been implemented to deliver the outcome. State if there is anything new to those listed in Schedule 2 of the contract:

Please provide details of progress towards the delivery of agreed outcomes (including key performance indicators and agreed targets):

Please tell us about any issues or challenges you have faced in delivering the activities and outcomes listed in Schedule 2 of the contract:

**Outcome 4 - a) Provide the best quality of service to victims of domestic burglary, to help them recover from the offence and enable them to feel safe and secure; and,
b) Reduce the rate of domestic burglary and in the rate of domestic burglary victimisation**

Please provide details below of progress of interventions, initiatives and activities have been implemented to deliver the outcome. State if there is anything new to those listed in Schedule 2 of the contract:

Please provide details of progress towards the delivery of agreed outcomes (including key performance indicators and agreed targets):

Please tell us about any issues or challenges you have faced in delivering the activities and outcomes listed in Schedule 2 of the contract:

Outcome 5 - Reduce robbery of personal property

Please provide details below of progress of interventions, initiatives and activities have been implemented to deliver the outcome. State if there is anything new to those listed in Schedule 2 of the contract:

Please provide details of progress towards the delivery of agreed outcomes (including key performance indicators and agreed targets):

Please tell us about any issues or challenges you have faced in delivering the activities and outcomes listed in Schedule 2 of the contract:

**Outcome 6 - a) Increase the number of young people engaged in positive activities; and,
b) Reduce anti-social behaviour and first time entrants into the Criminal Justice System**

Please provide details below of progress of interventions, initiatives and activities have been implemented to deliver the outcome. State if there is anything new to those listed in Schedule 2 of the contract:

Please provide details of progress towards the delivery of agreed outcomes (including key performance indicators and agreed targets):

Please tell us about any issues or challenges you have faced in delivering the activities and outcomes listed in Schedule 2 of the contract:

Outcome 7 - Reduce anti-social behaviour: a) In the vicinity of school/academy gates; b) In the immediate after-school period; and, c) By providing routes home from school/academy.

Please provide details below of progress of interventions, initiatives and activities have been implemented to deliver the outcome. State if there is anything new to those listed in Schedule 2 of the contract:

Please provide details of progress towards the delivery of agreed outcomes (including key performance indicators and agreed targets):

Please tell us about any issues or challenges you have faced in delivering the activities and outcomes listed in Schedule 2 of the contract:

Section 2 - General Information

Please provide an update on the progress of the evaluations, including what is being evaluated, how and by whom. Please include indicative timetable.

Please provide any further supporting information that you believe is relevant to the delivery of the outcomes listed in Schedule 2.

Please provide details of any added value that has been achieved through delivering the commissioned outcomes:

Signed:

Print name:

Position:

Date:



Local Solutions in Northampton Borough 2014/15

THIS CONTRACT is made the 2nd day of October 2014

BETWEEN:

- (1) The Office of the Police and Crime Commissioner for Northamptonshire of Wootton Hall, Northampton, NN4 0JQ (the "**OPCC**"); and
- (2) Northampton Borough Council of the Guildhall, St. Giles' Street, Northampton NN1 1DE (the "**Supplier**");

each of the OPCC and the Supplier being a **Party** and together the OPCC and the Supplier are the Parties.

THE PARTIES AGREE AS FOLLOWS

1 Definitions and Interpretation

- 1.1 The terms and expressions used in this Contract shall have the meanings set out below:
- 1.1.1 **“Authorised Representative”** means those persons appointed by the Parties in accordance with Clause 13 of this Contract;
 - 1.1.2 **“Commencement Date”** means the 1st April 2014;
 - 1.1.3 **“Data Protection Legislation”** means the Data Protection Act 1998, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and any legislation implementing the Data Protection Directive 95/46/EC of 24 October 1995 or the Privacy and Electronic Communications Directive 2002/58/EC of 12 July 2002;
 - 1.1.4 **“Data Controller”, “Data Processor”, “Data Subject”, “Personal Data” and “Processing”** have the meaning given to them in the Data Protection Legislation;
 - 1.1.5 **“Expiry Date”** means the 31st March 2015;
 - 1.1.6 **“EIR”** means the Environmental Information Regulations 2004;
 - 1.1.7 **“FOIA”** means the Freedom of Information Act 2000;
 - 1.1.8 **“Force Majeure Event”** means an event or sequence of events beyond a Party’s reasonable control preventing or delaying it from performing its obligations under this Contract;
 - 1.1.9 **“Service”** means any of the services which form part of the Project as specified in the Schedules 1-3;
 - 1.1.10 **“Fee”** means the sum or sums of money stated in the Schedule 3 that are to be paid by the OPCC to the Supplier under the terms of this Contract;
 - 1.1.11 **“Fee Conditions”** means the purpose and conditions of the Fee set out in Clause 3;
 - 1.1.12 **“Good Industry Practice”** means standards, practices, methods and procedures conforming to the Law and the exercise of that degree of skill, diligence, prudence and foresight which, at the relevant time, would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in the same or a similar type of undertaking as the relevant Party under the same or similar circumstances, seeking in good faith to comply with its contractual and other obligations.
 - 1.1.13 **“Contract Period”** means the period from the Commencement Date to:
 - (a) the Expiry Date, or
 - (b) following an extension pursuant to Clause 2.2, the date of expiry of the extended period,or such earlier date of termination or partial termination of this Contract in accordance with the Law or the provisions of this Contract.
 - 1.1.14 **“Intellectual Property Rights”** means patents, inventions, trademarks, service marks, logos, design rights (whether registerable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether registerable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off;
 - 1.1.15 **“Law(s)”** means any applicable law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code, rule of court or directives or requirements of any Regulatory Body, delegated or subordinate legislation or notice of any Regulatory Body;
 - 1.1.16 **“Outcomes”** means the Outcomes for the Project and/or the Service (as appropriate) set out in the Schedule 2;
 - 1.1.17 **“Project”** means the project set out in the Schedules 1- 3;

- 1.1.18 **“Regulatory Bodies”** means those government departments and regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate or influence the matters dealt with in this Contract or any other affairs of the OPCC and **“Regulatory Body”** shall be construed accordingly;
 - 1.1.19 **“VAT”** means value added tax in accordance with the provisions of the Value Added Tax Act 1994 and any similar fiscal or sales tax;
 - 1.1.20 **“Service Users”** means anyone who accesses the services or benefits from the activity and interventions provided by the supplier or their partners to deliver the **Outcomes**
 - 1.1.21 **“Working Day”** means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
- 1.2 Unless the context otherwise requires, the interpretation and construction of this Contract shall be subject to the following provisions:
- 1.2.1 words importing the singular meaning include where the context so admits the plural meaning and vice versa;
 - 1.2.2 words importing the masculine include the feminine and the neuter;
 - 1.2.3 references to Clauses or to the Schedules are to clauses or the schedules of this Contract;
 - 1.2.4 references to legislation:
 - (a) include any secondary or subordinate legislation made under or pursuant to that legislation; and
 - (b) include any modification or re-enactment of that legislation;
 - 1.2.5 reference to any person shall include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees;
 - 1.2.6 the words “include”, “includes” and “including” are to be construed as if they were immediately followed by the words “without limitation”;
 - 1.2.7 headings are included in this Contract for ease of reference only and shall not affect the interpretation or construction of this Contract;
 - 1.2.8 references to this Contract means:
 - (a) the Clauses;
 - (b) the Schedules; and
 - (c) any other documents referred to in or attached to the Schedules; and
 - 1.2.9 in the event and to the extent only of any conflict between the Clauses and the Schedules, the Clauses shall prevail.

2 Commencement and Duration

- 2.1 The rights and obligations of the Parties under this Contract shall be deemed to have taken effect on the Commencement Date and shall continue in force for the Contract Period.
- 2.2 Subject to Clause 2.3, the Parties may by Contract in writing signed by each Party's Authorised Representative extend the Contract Period for not more than three months' from the Expiry Date.
- 2.3 Any Contract to extend the term of this Contract beyond the Expiry Date shall include an Contract as to any Fee payable for such extension period.
- 2.4 Where this Contract is extended in accordance with Clauses 2.2 and 2.3, all other provisions of this Contract shall continue in full force and effect during any period of extension.

3 Fee Conditions

- 3.1 The Supplier shall use the Fee:
- 3.1.1 for the purposes set out in, and in accordance with the scope and nature of, the Project and the relevant Service;
 - 3.1.2 to achieve the Outcomes; and
 - 3.1.3 in accordance with the terms and conditions of this Contract.
- 3.2 The Supplier shall not be permitted to change, amend or vary the purposes, scope or nature of the Project or an individual Service without the prior written consent of the OPCC.
- 3.3 The Supplier shall **not** use the Fee for the following:
- 3.3.1 the payment of any capital or operating expenditure incurred prior to the Commencement Date;
 - 3.3.2 the payment or part payment for any post employed by the Supplier, including community safety officers;
 - 3.3.3 any activity which is party-political in intention, use, or presentation;
 - 3.3.4 to support or promote religious activity (excluding inter-faith activity).
- 3.4 The Service(s) must be in the interests of the Service Users and be:
- 3.4.1 free of charge;
 - 3.4.2 confidential;
 - 3.4.3 non-discriminatory (including being available to all regardless of residence status, nationality or citizenship);
 - 3.4.4 available whether or not a crime has been reported to the police; and
 - 3.4.5 available before, during and for an appropriate time after any police investigation or criminal proceedings.
- 3.5 Where the Fee relates to more than one Service, the Supplier may not use Fee provided for one Service for or in respect of another Service.

4 Payment of the Fee

- 4.1 The OPCC shall pay the Fee to the Supplier by instalments as set out in the Schedule 3 to the Supplier's nominated bank account notified to the OPCC in writing on or before the Commencement Date.
- 4.2 If any amount due under this Contract is subject to VAT other any other tax, the OPCC shall not be responsible to pay to the Supplier for that VAT or other tax in addition to the Fee.
- 4.3 The Supplier shall notify the OPCC as soon as reasonably practice if any underspend is forecast.
- 4.4 If an overpayment of the Fee is made at any time, the Supplier shall repay any overpayment within 30 days of receiving any request for repayment from the OPCC.

5 Warranties

- 5.1 The Supplier warrants and represents to the OPCC that:
- 5.1.1 it has the right, power and authority to enter into this Contract and to perform its obligations under this Contract;
 - 5.1.2 all information provided by the Supplier to the OPCC is at the Commencement Date true and accurate and that it is not aware, having made all reasonable enquiries and to the best of its knowledge and belief, that any change will occur after the Commencement Date which will render that information untrue or misleading in any respect and that there has been no material adverse change in the business, assets, operation or prospects of the Supplier that will affect the Project (or any Service) since the date any information was provided;

- 5.1.3 none of the information provided by the Supplier to the OPCC infringes the Intellectual Property Rights of any third party; and
- 5.1.4 any services (including Services) included within the Project will be performed:
 - (a) by suitably qualified and competent personnel who shall exercise all due skill and care and all due diligence in their execution of the services;
 - (b) in accordance with Good Industry Practice;
 - (c) so as to conform with all applicable Law relating to those services and the Project.
- 5.2 The Supplier shall notify the OPCC in writing as soon as it is reasonably able upon becoming aware of any breach of any warranty or representation set out in Clause 5.1. When notifying the OPCC of a breach the Supplier shall use all reasonable endeavours to provide such documentation, information, details and assistance in respect of the breach that the OPCC may reasonably request.

6 Compliance with Law

- 6.1 The Supplier shall comply, and shall (at its own expense unless expressly agreed otherwise) ensure that its employees, agents and representatives shall comply, with all applicable Laws in the performance of the Supplier's duties under this Contract, provided that the Supplier shall not be liable for any breach to the extent that such breach is directly caused or contributed to by any act or default of the OPCC or its employees, agents and representatives.

7 Intellectual Property Rights

- 7.1 The Supplier shall Contract to the OPCC at no cost an irrevocable, royalty-free perpetual license to use and to sub-license the use of any material created by the Supplier under the terms of this Contract for such purposes as the OPCC shall deem appropriate.
- 7.2 The Supplier shall indemnify and keep indemnified and hold harmless the OPCC from and against any losses, damages, liability, costs (including legal fees) and expenses incurred by it as a result of or in connection with any action, demand or claim that use or possession of any information supplied by it to the OPCC or in connection with the Project, the Service(s) or the provision of any services by it pursuant to the Project or any Service, infringes the Intellectual Property Rights of any third party ("**IPR Claim**").

8 Exclusion and limitation of liability

- 8.1 Neither Party limits its liability for:
 - 8.1.1 death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors (as applicable); or
 - 8.1.2 fraud or fraudulent misrepresentation by it or its employees.
- 8.2 Subject to Clause 8.1, the OPCC's total aggregate liability in respect of all claims, losses or damages, whether arising from contract, tort (including negligence) or otherwise under or in connection with this Contract shall in no event exceed the aggregate of sums paid by it to the Supplier or, if greater, an amount equivalent to the Fee.
- 8.3 Subject to Clause 8.1, the OPCC shall not be liable to the Supplier for:
 - 8.3.1 any indirect, special or consequential loss or damage;
 - 8.3.2 any loss of profits, turnover, data, business opportunities, anticipated savings or damage to goodwill (whether direct or indirect); or
 - 8.3.3 any loss, whether direct or indirect, arising from:
 - (a) the Supplier conducting or undertaking the Project or an individual Service; or
 - (b) the use of the Fee, its late payment (in whole or in part) or its withdrawal.

9 Confidentiality

- 9.1 The Supplier shall keep in strict confidence, and use only for the purpose of performing its obligations under this Contract, all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Supplier by (or on behalf of) the OPCC and any other confidential information concerning the OPCC's operations which the Supplier may obtain and the Supplier shall restrict disclosure of such confidential information to such of its employees, agents or sub-contractors as need to know the same for the purpose of performing its obligations under this Contract and shall ensure that such employees, agents or sub-contractors are subject to like obligations of confidentiality and restrictions of use as bind the Supplier.

10 Data Protection

- 10.1 The Supplier, as Data Controller for any Personal Data used for Processing in connection with the Project and/or a Service, shall comply with all of its obligations under the Data Protection Legislation and shall not indicate to any Data Subject that the OPCC is a Data Controller or Data Processor of that Personal Data.
- 10.2 The Supplier shall indemnify and keep indemnified and hold harmless the OPCC on demand against any costs, claims and proceedings, damages and other liabilities (including monetary penalties or other regulatory fines) incurred by the OPCC as a result of the breach of this Clause 10 by the Supplier or its permitted sub-Processors.
- 10.3 The Supplier consents to the OPCC holding and Processing personal data relating to the Supplier and the Supplier agrees that the OPCC may Process and disclose such data internally and so far as is reasonably necessary externally for the purposes of complying with statutory requirements, meeting the OPCC's legitimate interests and complying with this Contract. The OPCC shall Process Personal Data relating to the Supplier in accordance with the Data Protection Legislation.

11 Freedom of Information and Transparency Obligations

- 11.1 The Supplier acknowledges that the OPCC is subject to the requirements of the FOIA and the EIR and shall assist and co-operate with the OPCC (at the Supplier's expense) to enable the OPCC to comply with the requirements of the FOIA and EIR, including but not limited to transferring (or procuring the transfer) to the OPCC any request for information pursuant to the FOIA or EIR received by the Supplier (or any of its sub-contractors) as soon as practicable following receipt and in any event within three Working Days of receipt.
- 11.2 In no event shall the Supplier respond to a request for information under the FOIA or EIR without the prior written consent of the OPCC.
- 11.3 The Supplier acknowledges that the OPCC may be obliged under the FOIA or the EIR to disclose information:
- 11.3.1 without consulting with the Supplier; or
- 11.3.2 following consultation with the Supplier and having taken its views into account, provided always that where Clause 11.3.2 applies the OPCC shall, in accordance with the recommendations of the Secretary of State for Constitutional Affairs' Code of Practice on the discharge of a public authorities' functions under Part 1 of FOIA, take reasonable steps, where appropriate, to give the Supplier advanced notice, or failing that, to draw the disclosure to the Supplier's attention after any such disclosure.
- 11.4 The Supplier shall ensure that all Information (as defined by the FOIA) produced in the course of this Contract or relating to this Contract is retained for disclosure and shall permit the OPCC to inspect such records as requested from time to time.
- 11.5 The Supplier acknowledges that the OPCC is subject to certain transparency and disclosure obligations set out in the Elected Local Policing Bodies Specified Information Order 2011 (as amended) ("**Transparency Obligations**").
- 11.6 The Supplier gives consent to the OPCC to publish the contents of this Contract and information regarding any tender process related to the Project and/or a Service to enable it to comply with its Transparency Obligations.

- 11.7 The Supplier acknowledges that:
- 11.7.1 the OPCC shall be responsible for determining, at its absolute discretion, whether any information is exempt from disclosure or should be disclosed pursuant to the FOIA, EIR and/or the Transparency Obligations and to what extent it may or shall redact any information disclosed; and
 - 11.7.2 any lists or schedules provided by the Supplier outlining confidential information are of an indicative value only and that the OPCC may be obliged to disclose confidential information in accordance with Clause 11.3 and/or Clause 11.5.

12 Discrimination

- 12.1 The Supplier shall, and shall use all reasonable endeavours to procure that its employees, agents and sub-contractors shall:
- 12.1.1 not unlawfully discriminate either directly or indirectly on such grounds as race, colour, ethnic or national origin, disability, sex or sexual orientation, religion or belief, or age; and
 - 12.1.2 without prejudice to the generality of the foregoing, not unlawfully discriminate within the meaning and scope of Sex Discrimination Act 1975, the Equal Pay Acts 1970 and 1983, the Disability and Discrimination Act 1995, the Human Rights Act 1998, the Employment Equality (Sexual Orientation) Regulations 2003, the Employment Equality (Religion or Belief) Regulations 2003, provisions of the Equality Act 2010 or any other relevant or equivalent legislation (including any equivalent legislation from time to time in force in any other jurisdiction in which any activities are carried out under or in connection with this Contract by the Supplier or any of its Staff or sub-contractors) or any statutory modification or re-enactment thereof.

13 Authorised Representatives

- 13.1 The OPCC's Authorised Representative shall be Matthew Chester, Head of Policy or such other person appointed as such by the OPCC and notified to the Supplier pursuant to Clause 32.
- 13.2 The Supplier's Authorised Representative shall be Debbie Ferguson, Community Safety Partnership Manager or such other person appointed as such by the Supplier and notified to the OPCC pursuant to Clause 32.

14 Review, Monitoring and Information

- 14.1 The Supplier shall provide such information, and any supporting documentation, in relation to the performance of its obligations and compliance with the Law required under this Contract (including information in respect of progress towards achieving the Outcomes and any monitoring information identified in Schedule 4) as the OPCC may reasonably request from time to time. Such information shall be provided in the format and within the timescales as the OPCC reasonably requests from time to time. The Supplier shall ensure that all such information is accurate and complete and, in respect of any information required by the OPCC for tendering purposes, shall notify the OPCC without delay of any changes to information previously provided to the OPCC.
- 14.2 The Supplier shall meet with the OPCC from time to time, at such intervals and in such places reasonably requested by the OPCC, in order to discuss the Project, a Service and/or progress towards achieving the Outcomes and to identify any lessons learned for future projects and/or future Contracts of Fee. The OPCC shall be permitted to share information arising from such meeting with the Chief Constable of its police force and/or with police and crime commissioners and/or chief constables of other police forces.

15 Records

- 15.1 The Supplier shall maintain (and procure that any of its agent and sub-contractors maintain) comprehensive and up-to-date records of its capital and operating expenditure in respect of the Project, and each Service, including such details as the OPCC may reasonably require to ensure that the Fee is being used in accordance with this Contract solely for and in connection with the Project and/or the relevant Service.

- 15.2 The Supplier shall (and shall procure that its agents and sub-contractors shall) make its (or their) records and books of account in relation to the Fee available to the OPCC or any person nominated by the OPCC for the purposes of inspection and audit on the giving of reasonable notice by the OPCC.
- 15.3 The Supplier shall keep all records relating to the Fee for a period of seven years from expiry of the Contract Period.
- 15.4 Upon request, the Supplier shall send to the OPCC a copy of its audited accounts.

16 Procurement by the Supplier

- 16.1 In so far as the Supplier procures any goods, services or works from any third party in order to achieve the Outcomes, then it shall do so in accordance with:
 - 16.1.1 the Supplier's standing orders and any other reasonable instructions given by the OPCC;
 - 16.1.2 the Public Contracts Regulations 2006 and all other Law governing public procurement as a Contracting Authority within the meaning of those Laws. In addition and without limiting the generality thereof, the Supplier must secure the best value for money and must act in a fair, open and non-discriminatory manner in all purchases of goods and services; and
 - 16.1.3 its own procurement processes and financial regulations.
- 16.2 The Supplier shall permit the OPCC or any person nominated by the OPCC to attend and observe any pre-tender meetings, tender evaluations and bidder presentations for the purpose of satisfying the OPCC that any procurement process is conducted in accordance with the terms of this Contract.
- 16.3 If any Fee provided by the OPCC is used to procure goods or services and VAT is included in the cost, the Supplier shall recover that VAT from HM Customs and Excise where it is recoverable and use it to deliver the services required under this Contract to achieve the Outcomes.

17 Purchase of Capital Equipment

- 17.1 The Supplier shall account for the Fee on an accruals basis. This requires the cost of goods or services to be recognised when the goods or services are received, rather than when they are paid for.
- 17.2 If any capital asset costing more than £1,000 is purchased with funds provided by the OPCC, the asset must not be sold or otherwise disposed of within five years of purchase without the OPCC's written consent. The OPCC may require the repayment of all or part of any proceeds of any disposal or sale.
- 17.3 The Supplier must not attempt to raise a mortgage or other charge on OPCC-funded assets without the prior written approval of the OPCC.
- 17.4 The Supplier shall maintain a register of any capital assets purchased with funds provided by the OPCC. This register will record, as a minimum, (a) the date the item was purchased; (b) the price paid; and (c) the date of disposal (in due course).

18 Publicity

- 18.1 The Supplier shall acknowledge the Fee in its annual report and accounts, including an acknowledgement that the OPCC was the source of the Fee, in a form reasonably acceptable to the OPCC.
- 18.2 The OPCC shall be entitled to promote the Fee of the Project (including the Service(s)) in any publicity material or media statement issued by the OPCC.
- 18.3 The Supplier shall (and shall use all reasonable endeavours to procure that its employees, agents, professional advisers and sub-contractors shall) not make any press announcement or publicise this Contract, the Project, any Service or any part thereof in any way, except with the express prior written consent of the OPCC.

- 18.4 The Supplier shall (and shall use all reasonable endeavours to procure that its employees, agents, professional advisers and sub-contractors shall) not include in any published material the name, logo or style of "Northamptonshire Police" nor "Office of the Police and Crime Commissioner for Northamptonshire"; any Intellectual Property Rights associated therewith; nor any photograph or drawing depicting any officer of Northamptonshire Police force without the OPCC's prior written consent.

19 Indemnity

- 19.1 The Supplier shall indemnify the OPCC on demand from and against all liabilities arising from third party actions, claims or demands brought against the OPCC for breach of statutory duty concerning the Service(s) which may arise out of or in consequence of a breach by the Supplier of its obligations under this Contract.

20 Breach of Fee Conditions

- 20.1 If the Supplier fails to comply with any of the Fee Conditions set out in this Contract, or if any of the events mentioned in Clause 20.2 occur, then the OPCC may withhold payment of any future instalment of the Fee and/or require all or any part of the Fee to be repaid. The Supplier must repay any amount required to be repaid under this Clause 20 within 30 days of receiving the demand for repayment.
- 20.2 The events referred to in Clause 20.1 are as follows:
- 20.2.1 the Supplier purports to transfer or assign any rights, interests or obligations arising under this Contract without the Contract in advance of the OPCC;
 - 20.2.2 any information provided in relation to the Fee (or in a claim for payment) or in any subsequent supporting correspondence is found to be incorrect or incomplete to an extent which the OPCC considers to be material;
 - 20.2.3 any member of the Supplier's governing body, staff or volunteers acts dishonestly or fraudulently;
 - 20.2.4 the Supplier takes inadequate measures to investigate and resolve any reported irregularity.
- 20.3 If during the term of this Contract there is a breach of the Fee Conditions in respect of any of the Services the OPCC may (at its option) write to the Supplier giving particulars of the breach and in that event:
- 20.3.1 the Supplier shall provide the OPCC with a draft performance improvement plan for that Service within 10 Working Days of the date of the Breach Notice;
 - 20.3.2 the OPCC shall either accept the draft performance improvement plan within five Working Days of receipt or inform the Supplier why it cannot accept the draft performance improvement plan; and
 - 20.3.3 if the OPCC does not accept the draft performance improvement plan:
 - (a) the Parties shall then meet to discuss the OPCC's concerns,
 - (b) the Supplier shall provide a revised draft performance improvement plan within five Working Days of the meeting; and
 - (c) if the draft performance improvement plan cannot then be agreed, the OPCC shall be entitled to serve three months' notice of termination in writing upon the Supplier in respect of that Service. Such notice shall not have the effect of terminating this Contract in respect of other Services.

21 Termination

- 21.1 This Contract does not represent a commitment to renew or continue financial support to the Supplier for the Project, any Service or any other purpose and the OPCC gives no warranty or assurance that further Fee will be made available after the Expiry Date.
- 21.2 The OPCC may, without prejudice to its other rights and remedies, by notice in writing to the Supplier immediately terminate this Contract or the Fee for a specified Service:

- 21.2.1 if the Fee or any part of the Fee is being used for any purpose other than the purpose set out in this Contract; or
- 21.2.2 if the Supplier:
- (a) has been involved in any illegal activity or improper act in its administration;
 - (b) is in material or persistent breach of any of its obligations under this Contract (or the relevant Service) and if that breach is capable of remedy and the Supplier has failed to remedy that breach within 20 Working Days after receiving written notice requiring it to remedy that breach; or
 - (c) is unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986) or becomes insolvent or an order is made or a resolution passed for the administration, winding-up or dissolution of the Supplier (otherwise than for the purposes of a solvent amalgamation or reconstruction) or an administrative or other receiver, manager, liquidator, administrator, trustee or similar officer is appointed over all or any substantial part of the assets of the Supplier or the Supplier enters into or proposes any composition or arrangement with its creditors generally or any analogous event occurs in any applicable jurisdiction; or
 - (d) ceases or threatens to cease carrying on its business; and
- 21.2.3 in the circumstances set out in Clauses 20.3.3(c), 24.4, 25.5 or 36.2.
- 21.3 Where, in the reasonable opinion of the OPCC, any Fee secured by the Supplier, whether notified to it by the Supplier pursuant to Clause 3.4 or otherwise, is duplicate Fee for the Project or a specific Service, then the OPCC may terminate this Contract on 5 Working Days' notice in writing to the Supplier.
- 21.4 The Supplier may terminate this Contract in relation to Fee for a specific Service by providing not less than 3 months' notice in writing to the OPCC specifying the Service to which the notice relates.
- 21.5 In the event of termination of this Contract for any reason or upon its expiry:
- 21.5.1 the OPCC shall not be liable to make any payment of any unpaid or future instalments of the Fee in respect of the terminated Service(s);
 - 21.5.2 each Party shall within 5 Working Days of such termination or expiry return (or, at the other Party's option, destroy) all Confidential Information (and any other information) belonging to the other Party in its possession or under its control and all copies of such information in respect of the terminated Service(s); and
 - 21.5.3 the Supplier shall:
 - (a) return to the OPCC any assets or property (unless the OPCC gives its written consent to their retention or sale) that are in its possession in connection with the terminated Service(s); and
 - (b) repay to the OPCC any unspent Fee for the terminated Service(s) within 5 Working Days, to the bank account notified to the Supplier in writing on or before termination or expiry.
- 21.6 Termination of this Contract for whatever reason shall not operate to affect any provisions that expressly or by implication survive termination.

22 Insurance

- 22.1 The Supplier shall take out and maintain a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Supplier, arising out of the Supplier's performance of its obligations under this Contract including death or personal injury, loss of or damage to property or any other loss together with any other insurances as may be required by Law.
- 22.2 The Supplier shall provide to the OPCC on request satisfactory evidence of the existence of the insurance referred to in Clause 22.1 together with evidence that the relevant premiums have been paid and that those insurances are in full force and effect.

22.3 If the Supplier is in breach of Clause 22.1 or Clause 22.2, the OPCC may pay any premiums required to keep such insurance in force or itself procure such insurance and may, in either case, recover such amounts from the Supplier on written demand, together with all expenses incurred in procuring such insurance.

22.4 The Supplier undertakes that it shall not do, or omit to do, anything to vitiate either in whole or in part any of the insurance cover that it is obliged to have and maintain under this Clause 22.

23 Dispute Resolution

23.1 In the event of a dispute arising out of or in connection with this Contract, it shall be resolved pursuant to this Clause 23.

23.2 Nothing in this dispute resolution procedure shall prevent a Party from seeking from any court of competent jurisdiction an interim order restraining the other Party from doing any act or compelling the other Party to do any act.

23.3 The Parties shall each use reasonable endeavours to resolve any dispute by means of a prompt and bona fide discussion between the Authorised Representatives.

23.4 In the event that a dispute is not resolved within five Working Days of any discussion between the Authorised Representatives in accordance with Clause 23.3, it shall be referred to the OPCC's Chief Executive and the Supplier's Chief Executive to resolve.

23.5 If the dispute is not resolved within 10 Working Days of escalation of the dispute in accordance with Clause 23.4, the Parties shall refer it to mediation pursuant to the procedure set out in Clause 23.7 unless either Party does not agree to mediation.

23.6 The obligations of the Parties under this Contract shall not cease, or be suspended or delayed by the reference of a dispute to mediation and each Party, its sub-contractors and their officers, employees and agents shall comply fully with the requirements of this Contract at all times.

23.7 The procedure for mediation and consequential provisions relating to mediation are as follows:

23.7.1 A neutral adviser or mediator (the "**Mediator**") shall be chosen by Contract between the Parties or, if they are unable to agree upon a Mediator within 10 Working Days after a request by one Party to the other or if the Mediator agreed upon is unable or unwilling to act, either Party shall within 10 Working Days from the date of the proposal to appoint a Mediator or within 10 Working Days of notice to either Party that he is unable or unwilling to act, apply to Centre for Effective Dispute Resolution to appoint a Mediator.

23.7.2 The Parties shall within 10 Working Days of the appointment of the Mediator meet with the Mediator in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations to be held. If considered appropriate, the Parties may at any stage seek assistance from Centre for Effective Dispute Resolution to provide guidance on a suitable procedure.

23.7.3 Unless otherwise agreed, all negotiations connected with the dispute and any settlement Contract relating to it shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings.

23.7.4 If the Parties reach Contract on the resolution of the dispute, the Contract shall be recorded in writing and shall be binding on the Parties once it is signed by their Authorised Representatives.

23.7.5 If the Parties fail to reach Contract within 60 Working Days of the Mediator being appointed, or such longer period as may be agreed by the Parties, then any dispute or difference between them may be referred to the Courts.

23.8 Subject to Clause 23.2, the Parties shall not institute court proceedings until the procedures set out in Clauses 23.3, 23.4 and 23.5 have been completed.

24 Prevention of Corruption

24.1 The Supplier or anyone associated with the Supplier shall not:

- 24.1.1 offer or give, or agree to give, to the OPCC or any other public body or any person employed by or on behalf of the OPCC or any other public body any gift or consideration of any kind as an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of this Contract or any other contract with the OPCC or any other public body, or for showing or refraining from showing favour or disfavour to any person in relation to this Contract or any such contract;
- 24.1.2 commit any offence under the Prevention of Corruption Acts 1889 to 1916, or Section 117(2) of the Local Government Act 1972 or the Bribery Act 2010 or under Law creating offences in respect of fraudulent acts or at common law in respect of fraudulent acts in relation to this Contract or any other contract with the OPCC.
- 24.2 For the purpose of this Clause 24, whether a person is associated with another person shall be determined in accordance with section 8 of the Bribery Act 2010 and a person associated with the Supplier includes, but is not limited to, any sub-contractor of the Supplier.
- 24.3 The Supplier warrants that it has not paid commission or agreed to pay commission to the OPCC or any other public body or any person employed by or on behalf of the OPCC or any other public body in connection with this Contract.
- 24.4 If the Supplier, or anyone acting on the Supplier's behalf, engages in conduct prohibited by Clause 24.1 or Clause 24.3, the OPCC may terminate this Contract and recover from the Supplier the amount of any Fee paid to the Supplier together with any loss sustained by the OPCC in consequence of any breach of those Clauses.
- 24.5 Any dispute, difference or question arising in respect of the interpretation of this Clause 24 including the right of the OPCC to terminate this Contract, shall be decided by the OPCC, whose decision shall be final and conclusive.

25 Conflict of Interest and Prevention of Fraud

- 25.1 The Supplier shall take all reasonable steps, in accordance with Good Industry Practice, to:
 - 25.1.1 ensure that neither the Supplier nor any of its employees, agents or representatives is placed in a position where, in the reasonable opinion of the OPCC, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Supplier and the duties owed to the OPCC under the provisions of this Contract; and
 - 25.1.2 prevent fraud by its employees, agents and representatives (including its shareholders, members and directors) in connection with the receipt of monies from the OPCC.
- 25.2 Without prejudice to the generality of Clause 25.1, the Supplier shall set up formal procedures to require all persons involved in the use of the Fee to declare any personal or financial interest in any matter concerning the Supplier's activities and to be excluded from any discussion or decision-making relating to the matter concerned.
- 25.3 The Supplier shall disclose to the OPCC without delay full particulars of any such conflict of interest which may arise and if the Supplier has any grounds for suspecting financial irregularity in the use of any money paid under this Contract, it shall notify the OPCC immediately, explain what steps are being taken to investigate the suspicion, and keep the OPCC informed about the progress of the investigation.
- 25.4 For the purposes of Clause 25.3, "financial irregularity" includes fraud or other impropriety, mismanagement, and the use of the Fee for purposes other than those intended by the OPCC.
- 25.5 If the Supplier or its employees, agents or representatives commits fraud in relation to this Contract or any contract with the OPCC, the OPCC may terminate this Contract and recover from the Supplier the amount of any Fee paid to the Supplier together with any loss sustained by the OPCC in consequence of any breach of this Clause 25.

26 Variation

- 26.1 No amendment or variation to this Contract shall have effect unless made in writing and executed on behalf of the Parties.

27 Relationship

- 27.1 The Parties are independent entities and not partners, principal and agent, or employer and employee, or in any other relationship of trust to each other. Nothing in this Contract shall create a partnership or joint venture between the Parties nor authorise any Party to enter into any contact or commitment for and on behalf of the other Party.

28 Counterparts

- 28.1 This Contract may be executed in counterparts, each of which when executed and delivered shall constitute an original but all counterparts together shall constitute one and the same instrument.

29 Severability

- 29.1 If any provision of this Contract is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions of this Contract shall continue in full force and effect as if this Contract had been executed with the invalid, illegal or unenforceable provision eliminated.
- 29.2 In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of this Contract, the OPCC and the Supplier shall immediately commence good faith negotiations to remedy such invalidity.

30 Remedies Cumulative

- 30.1 Except as otherwise expressly provided by this Contract, all rights and remedies available to either Party under this Contract or otherwise are cumulative and may be exercised concurrently or separately, and the exercise of any one right or remedy shall not be deemed an election of such right or remedy to the exclusion of, and shall be without prejudice to the availability of, any other right or remedy.

31 Waiver

- 31.1 The failure of either Party to insist upon strict performance of any provision of this Contract, or the failure of either Party to exercise, or any delay in exercising, any right or remedy shall not constitute a waiver of that right or remedy and shall not cause a diminution of the obligations established by this Contract.
- 31.2 No waiver shall be effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with Clause 32.
- 31.3 A waiver of any right or remedy arising from a breach of this Contract shall not constitute a waiver of any right or remedy arising from any other or subsequent breach of this Contract.

32 Notices

- 32.1 All notices and other communications in relation to this Contract shall be in writing and shall be deemed to have been duly given if personally delivered, or mailed (first class postage prepaid) to an Authorised Representative at the address of the relevant Party, as referred to above or otherwise notified in writing. If personally delivered all such communications shall be deemed to have been given when received (except that if received on a non-Working Day or after 5.00pm on any Working Day they shall be deemed received on the next Working Day) and if mailed all such communications shall be deemed to have been given and received on the second Working Day following such mailing.
- 32.2 For the avoidance of doubt, any notice given under this Contract shall not be validly served if sent by electronic mail and not confirmed by a letter sent by post.

33 Assignment and sub-contracting

- 33.1 The Supplier may not, without the OPCC's prior written consent, assign or sub-contract any right or obligation under this Contract, in whole or in part.

34 Contracts (Rights of Third Parties) Act 1999

34.1 This Contract does not and is not intended to confer any contractual benefit on any person who is not a Party to this Contract pursuant to the terms of the Contract (Rights of Third Parties) Act 1999. This does not affect any right or remedy of such a person that exists or is available apart from that Act.

35 Entire Contract

35.1 This Contract constitutes the entire Contract and understanding between the Parties and supersedes any previous arrangement, understanding or Contract between them relating the Services.

35.2 The Supplier acknowledges and agrees that it has not been induced to enter into this Contract in reliance upon, and in connection with this Contract, does not have any remedy and waives all rights in respect of, any warranty, representation, statement, Contract or undertaking of any nature whatsoever other than as expressly set out in this Contract, except that this Clause 35.2 shall not exclude liability in respect of any fraudulent misrepresentation.

36 Force Majeure

36.1 Neither Party shall be liable to the other Party for any delay or non-performance of its obligations under this Contract arising from any cause or causes due to a Force Majeure Event, provided that it:

36.1.1 promptly notifies the other Party of the Force Majeure Event and its expected duration; and

36.1.2 uses reasonable endeavours to minimise the effects of that event.

36.2 If, due to a Force Majeure Event, a Party is delayed in or prevented from performing its obligations for a continuous period of more than 5 Working Days OR more than 10 Working Days in any 12 month period, the OPCC may terminate this Contract immediately by notice in writing served on the Supplier.

37 Governing Law

37.1 This Contract shall be governed by and construed in accordance with the Law of England and, subject to Clause 23, the Parties irrevocably submit to the exclusive jurisdiction of the English courts.

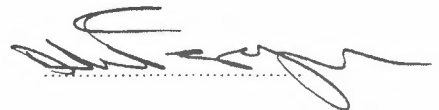
This Contract has been entered into on the date first above written

**Signed for and on behalf of
the Police and Crime
Commissioner for Northamptonshire:**



Authorised Officer

**Signed for and on behalf of
Supplier**



Authorised Officer

SUMMARY SCHEDULE

Initiative	Local Solutions in Northampton Borough 2014/15, see Schedule 1 – Introduction appended hereto																
Services	See SCHEDULE 2 – Outcomes, delivery and key performance indicators																
Fee	£141,041																
Details of Payment of Fee / Fee Payment Plan	<p>See SCHEDULE 3 – Funding allocations, monitoring and payments and subject to compliance with the terms of this Contract, the Fee will be paid on the following dates:</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th>Period</th> <th>Monitoring meeting</th> <th>Maximum payment</th> <th>Invoice/payment Date</th> </tr> </thead> <tbody> <tr> <td>1 April – 30 September 2014</td> <td></td> <td>£47,014</td> <td>July</td> </tr> <tr> <td>1 October – 31 December 2014</td> <td>September</td> <td>£47,014</td> <td>October</td> </tr> <tr> <td>1 January – 31 March 2015</td> <td>December</td> <td>£47,013</td> <td>January</td> </tr> </tbody> </table> <p>Payment of invoices is within 30 days of receipt of invoice and completed monitoring information as set out below.</p>	Period	Monitoring meeting	Maximum payment	Invoice/payment Date	1 April – 30 September 2014		£47,014	July	1 October – 31 December 2014	September	£47,014	October	1 January – 31 March 2015	December	£47,013	January
Period	Monitoring meeting	Maximum payment	Invoice/payment Date														
1 April – 30 September 2014		£47,014	July														
1 October – 31 December 2014	September	£47,014	October														
1 January – 31 March 2015	December	£47,013	January														
Monitoring Information	To support this, Northampton Borough Council will be required to submit a completed monitoring form using the template set out in SCHEDULE- 4. Additional information may be identified and requested prior to subsequent to the meeting. Payments may be dependent on the provision of this information.																

For the avoidance of doubt Schedules 1-4 appended hereto form part of the Contract.

SCHEDULE 1 - Introduction

Initiative

Local Solutions in Northampton Borough 2014/15

Purpose

The Police and Crime Commissioner for Northamptonshire has created a *Local Solutions Fund* as a replacement intentions following the removal of the Home Office Community Safety Fund, implementing the Commissioning Framework that sets out the processes and principles for the way all services are being commissioned.

The Police and Crime Commissioner commissions Northampton Borough Council to deliver mutually agreed outcome(s) that tackle local crime and community safety problems and deliver against the stated outcomes explicitly articulated in the county's Police and Crime Plan. This relationship will be a matter of public record.

The process is intended to reinforce local delivery through the testable application of the following steps that the evidence base tells us is how to effectively prevent crime, which were articulated in the February 2013 consultation *Preventing Crime: It is time to do things*:

1. Focus in on a clearly defined crime problem
2. The crime problem then needs to be properly analysed and understood
3. Solutions put in place need to fit the analysis of the problem and have been evidenced to work or robustly evaluated

And must also satisfy:

4. Development of sustainable community-based initiatives

Northampton Borough Council will have discretion as to how these outcomes can be best delivered. The *Office of Faith-Based and Community Initiatives* will work with Northampton Borough Council to provide support and guidance as required.

SCHEDULE 2 – Outcomes, delivery and key performance indicators

The agreed outcomes, identified activities and key performance indicators are set out in the table below:

OUTCOME	KEY PERFORMANCE INDICATORS	DELIVERY
Reduce Serious Acquisitive Crime	Number of police-recorded serious acquisitive crimes (16% reduction)	Weeks of Action in priority locations (min 5 locations) incl crime prevention advice; rubbish removal and community clean-up; home fire safety checks; housing/tenancy enforcement; alley-gating
	<i>Number of police-recorded dwelling burglaries (PI)</i>	Target hardening in priority locations
	<i>Number of police-recorded vehicle crimes (PI)</i>	COACH Family Intervention Programme (C2CD as lead partner)
Tackle anti-social behaviour	Number of police-recorded incidents of anti-social behaviour (5% reduction)	Weeks of Action in priority locations (min 5 locations) incl crime prevention advice; rubbish removal and community clean-up; home fire safety checks; housing/tenancy enforcement; alley-gating
	Number of police-recorded crimes of criminal damage (5% reduction)	School Pastors scheme (C2C as lead partner)
	Proportion of people who perceive antisocial behaviour to be a problem (<6.5%)	COACH Family Intervention Programme (C2CD as lead partner)
Improve community involvement	Proportion of people who agree that the Police & Council are dealing with ASB & crime issues within their area (>59.0%)	
	Numbers of residents participating in Weeks of Action events	Weeks of Action in priority locations (min 5 locations) incl crime prevention advice; rubbish removal and community clean-up; home fire safety checks; housing/tenancy enforcement; alley-gating
	As a direct result of the activity: <ul style="list-style-type: none"> ▪ Number of volunteer applications ▪ Number of Special Constable applications 	OFCBI-sponsored initiatives
Reduce victimisation of 'hard to reach' groups	Results of "Our Place" feedback forms (to be detailed further)	
	<i>Number of individuals and households reached (by community/demography) (output)</i>	Provision of crime prevention advice to 'hard-to-reach' communities and individuals
	Number of police-recorded domestic and sexual crimes and incidents	Local Case management
Reduce interpersonal violence		Target hardening for high-risk victims
		Freedom programme

	Number of police-recorded repeat domestic and sexual crimes and incidents	Counselling for perpetrators, couples and families (Relate as lead partner)
Reduce violent crime	Number of police-recorded crimes of violence against the person (excl. domestic violence)	Mental health counselling (Manna House as lead partner)
	<i>Number of police-recorded crimes of violence against the person (excl. domestic violence) in Northampton Town Centre (PI)</i>	Extension of drug & alcohol support services for street drinkers and beggars
	<i>Number of police-recorded crimes of violence against the person (excl. domestic violence) outside of Northampton Town Centre(PI)</i>	School Pastors scheme (C2C as lead partner) Street football (Leisure Trust as lead partner) COACH Family Intervention Programme (C2CD as lead partner)

SCHEDULE 3 – Funding allocations, monitoring and payments

Funding Allocation

The *Local Solutions Fund* is made up of:

Part A

- Second Home funding allocation and
- Council tax discounts and exemptions,

An agreed proportion is allocated to the Borough and District Councils that raised these elements;

Part B

- A proportion of £150,000 from the Police and Crime Commissioner's commissioning budget allocated to Borough and District Councils calculated by the latest population estimate following the 2011 Census and five year crime rate.

Part C

- Additional funds from the Police and Crime Commissioner's commissioning budget is also be allocated to the appropriate Borough or District Councils to balance the additional Housing Revenue Account costs incurred, on the understanding that this element of the fund is invested in the council housing communities.

The Funds allocated to Northampton Borough Council is set in the following table:

	Source	£
Part A	2nd Homes	12,709
	Discounts / Exceptions	66,000
Part B	Commissioning Budget	38,332
Local Solutions Fund Allocation		117,041
Part C	Housing Revenue Account	24,000
TOTAL ALLOCATION		141,041

Monitoring and payment

Following the agreement of the outcome(s), the Police and Crime Commissioner will release the initial funding for the identified interventions to Northampton Borough Council in order to provide the resources to commence the initiative up to the maximum set out in the table below. Two further releases will be made, subject to satisfaction that progress to deliver the outcomes is being achieved (see *monitoring and payment*).

Unspent allocations will be rolled forward into the following year only. Unspent allocations will be subject to review by September 2015.

Performance review meetings will be held between representatives of the Office of the Police and Crime Commissioner for Northamptonshire and Northampton Borough Council to:

- Monitor performance against performance indicators reflecting the outcomes set out in Schedule 2
- Collectively problem-solve to response effectively to risks and issues
- Maintain an audit trail of performance issues
- Collectively work to deliver sustained and continuous improvement

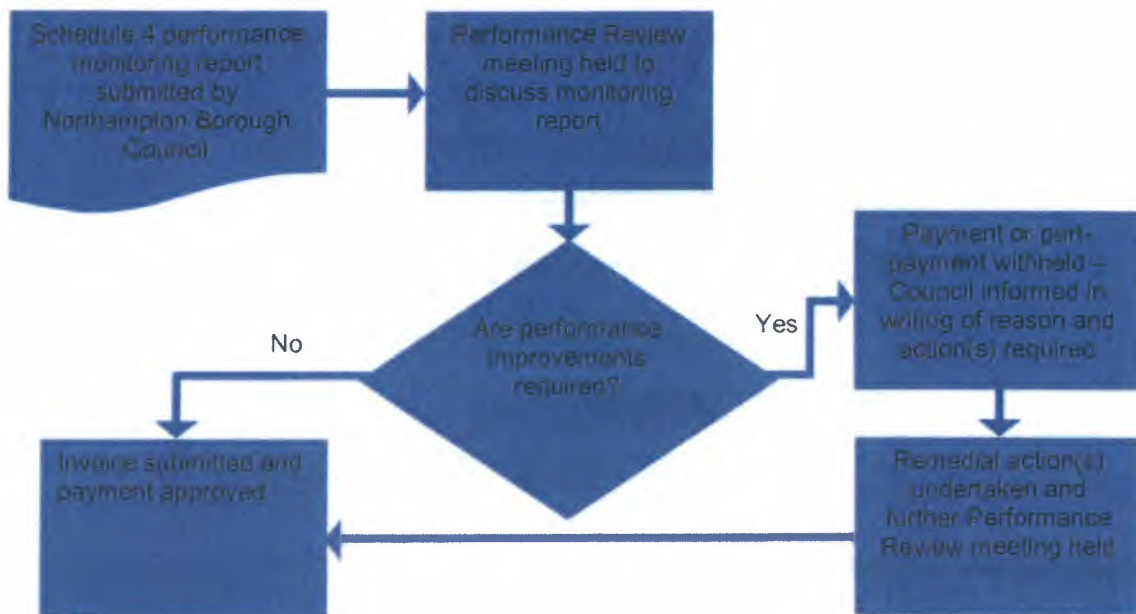
- Review delivery evaluations

To support this, Northampton Borough Council will be required to submit a completed monitoring form using the template set out in Schedule 4. Additional information may be identified and requested prior to subsequent to the meeting. Payments may be dependent on the provision of this information.

Where a payment is withheld, the Office of the Police and Crime Commissioner for Northamptonshire will state in writing the reason(s) for withholding the funds and what measures Northampton Borough Council needs to put in place in order for further funds to be released.

Period	Monitoring meeting	Maximum payment	Invoice/payment Date
1 April – 30 September 2014		£47,014	July
1 October – 31 December 2014	September	£47,014	October
1 January – 31 March 2015	December	£47,013	January

Monitoring and payment process



Invoices for payment should be sent to:

Northants - MFSS
 The Police and Crime Commissioner for
 Northamptonshire
 PO Box 273
 MFSS Accounts
 WINSFORD
 Cheshire
 CW7 9FW

or by e-mail to: MFSS.Purchasing@Cheshire.pnn.police.uk

Evaluation

All initiatives will need to be subject to a level of evaluation. The scientific method of evaluation will need to be agreed depending on whether it adds to the existing evidence-base and the resources committed.

The Maryland Scale of Scientific Methods summarised in the table below was designed to review 'what works' in crime prevention. It is a five-point scale used to classify the strength of scientific evidence; it does not classify the strength of a programme's or intervention's effect. Scientific evidence is important in terms of being able to infer cause and effect. Sherman and colleagues (1997) argue that only studies with a robust comparison group design provide can provide evidence of causality. This equates to level three and above in the Maryland Scale.

Details of the scale are set out below.

Level Five	Random assignment and analysis of comparable units to programme and comparison groups.
Level Four	Comparison between multiple units with and without the programme, controlling for other factors or using comparison units that evidence only minor differences.
Level Three	A comparison between two or more comparable units of analysis, one with and one without the programme.
Level Two	Temporal sequence between the programme and the crime or risk outcome clearly observed, or the presence of a comparison group without demonstrated comparability to the treatment group.
Level One	Correlation between a crime prevention programme and a measure of crime or crime risk at a particular point in time.

Where necessary, 5% of the initiative costs should be included for the evaluation, which meet the following critical criteria:

- The objectives should be clear from the beginning and should be written down
- There must be sufficient relevant data available about what has happened
- The evaluation must be independent and unbiased. This means that the people undertaking it must be willing to be critical of the programme and its achievements
- Following the evaluation there must be a willingness to change the things that are wrong with the programme

Failure to deliver an evaluation within a reasonable timescale, but no later than 31 May 2014 unless otherwise agreed by the Office of the Police and Crime Commissioner may be taken into account when allocating the *Local Solutions Fund* in subsequent years.

SCHEDULE 4 – Performance Monitoring Form

Please complete and return this form by e-mail, in advance of the Performance Review meeting, to:

Matthew Chester, Head of Policy, Office of the Police and Crime Commissioner for Northamptonshire
E-mail: matt.chester@northantspcc.pnn.police.uk

Guidance

As part of the *Local Solutions Fund* agreement with the Office of the Police and Crime Commissioner for Northamptonshire, Performance Review meetings linked to payments are required.

The Performance Monitoring Form below is intended to support the Performance Review meetings and forming the basis of the meeting discussions. All information provided should clearly show how progress is being achieved towards the delivery of the agreed outcomes, including the agreed key performance and other performance indicators. Any supporting information you feel demonstrate progress should also be enclosed. As part of the monitoring process your organisation should also provide information relating to issues or challenges faced, their effect on service delivery and lessons learned/changes implemented as a result.

The completed form and other supporting information will form the basis of the meeting discussions and is required to be submitted two weeks in advance of the meeting.

Receipt of the completed Performance Monitoring Form is required for the next instalment of the *Local Solutions Fund*. Failure to do so may result in a delay or the instalment being withheld.

If you have any questions or need any support in completing this form, please contact the Office of the Police and Crime Commissioner for Northamptonshire.

Organisation Name:

Northampton Borough Council

Initiative:

Local Solutions in Northampton Borough 2014/15

Section 1 Outcomes, Delivery and Key Performance Indicators

Outcome 1 - Reduce Serious Acquisitive Crime

Please provide details below of progress of interventions, initiatives and activities have been implemented to deliver the outcome. State if there is anything new to those listed in Schedule 2 of the contract:

Please provide details of progress towards the delivery of agreed outcomes (including key performance indicators and agreed targets):

Please tell us about any issues or challenges you have faced in delivering the activities and outcomes listed in Schedule 2 of the contract:

Outcome 2 - Tackle anti-social behaviour

Please provide details below of progress of interventions, initiatives and activities have been implemented to deliver the outcome. State if there is anything new to those listed in Schedule 2 of the contract:

Please provide details of progress towards the delivery of agreed outcomes (including key performance indicators and agreed targets):

Please tell us about any issues or challenges you have faced in delivering the activities and outcomes listed in Schedule 2 of the contract:

Outcome 3 - Improve community involvement

Please provide details below of progress of interventions, initiatives and activities have been implemented to deliver the outcome. State if there is anything new to those listed in Schedule 2 of the contract:

Please provide details of progress towards the delivery of agreed outcomes (including key performance indicators and agreed targets):

Please tell us about any issues or challenges you have faced in delivering the activities and outcomes listed in Schedule 2 of the contract:

Outcome 4 - Reduce victimisation of 'hard to reach' groups

Please provide details below of progress of interventions, initiatives and activities have been implemented to deliver the outcome. State if there is anything new to those listed in Schedule 2 of the contract:

Please provide details of progress towards the delivery of agreed outcomes (including key performance indicators and agreed targets):

Please tell us about any issues or challenges you have faced in delivering the activities and outcomes listed in Schedule 2 of the contract:

Outcome 5 - Reduce interpersonal violence

Please provide details below of progress of interventions, initiatives and activities have been implemented to deliver the outcome. State if there is anything new to those listed in Schedule 2 of the contract:

Please provide details of progress towards the delivery of agreed outcomes (including key performance indicators and agreed targets):

Please tell us about any issues or challenges you have faced in delivering the activities and outcomes listed in Schedule 2 of the contract:

Outcome 6 - Reduce violent crime

Please provide details below of progress of interventions, initiatives and activities have been implemented to deliver the outcome. State if there is anything new to those listed in Schedule 2 of the contract:

Please provide details of progress towards the delivery of agreed outcomes (including key performance indicators and agreed targets):

Please tell us about any issues or challenges you have faced in delivering the activities and outcomes listed in Schedule 2 of the contract:

Section 2 - General Information

Please provide an update on the progress of the evaluations, including what is being evaluated, how and by whom. Please include indicative timetable.

Please provide any further supporting information that you believe is relevant to the delivery of the outcomes listed in Schedule 2.

Please provide details of any added value that has been achieved through delivering the commissioned outcomes:

Signed:
Print name:
Position:
Date:



**South
Northamptonshire
Council**

Local Solutions in South Northamptonshire 2014/15

THIS CONTRACT is made the 3rd day of October 2014

BETWEEN:

- (1) The Office of the Police and Crime Commissioner for Northamptonshire of Wootton Hall, Northampton, NN4 0JQ (the "**OPCC**"); and
- (2) South Northamptonshire Council of Springfields, Towcester, Northamptonshire NN12 6AE (the "**Supplier**");

each of the OPCC and the Supplier being a **Party** and together the OPCC and the Supplier are the Parties.

THE PARTIES AGREE AS FOLLOWS

1 Definitions and Interpretation

- 1.1 The terms and expressions used in this Contract shall have the meanings set out below:
- 1.1.1 **“Authorised Representative”** means those persons appointed by the Parties in accordance with Clause 13 of this Contract;
 - 1.1.2 **“Commencement Date”** means the 1st April 2014;
 - 1.1.3 **“Data Protection Legislation”** means the Data Protection Act 1998, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and any legislation implementing the Data Protection Directive 95/46/EC of 24 October 1995 or the Privacy and Electronic Communications Directive 2002/58/EC of 12 July 2002;
 - 1.1.4 **“Data Controller”, “Data Processor”, “Data Subject”, “Personal Data” and “Processing”** have the meaning given to them in the Data Protection Legislation;
 - 1.1.5 **“Expiry Date”** means the 31st March 2015;
 - 1.1.6 **“EIR”** means the Environmental Information Regulations 2004;
 - 1.1.7 **“FOIA”** means the Freedom of Information Act 2000;
 - 1.1.8 **“Force Majeure Event”** means an event or sequence of events beyond a Party's reasonable control preventing or delaying it from performing its obligations under this Contract;
 - 1.1.9 **“Service”** means any of the services which form part of the Project as specified in the Schedules 1-3;
 - 1.1.10 **“Fee”** means the sum or sums of money stated in the Schedule 3 that are to be paid by the OPCC to the Supplier under the terms of this Contract;
 - 1.1.11 **“Fee Conditions”** means the purpose and conditions of the Fee set out in Clause 3;
 - 1.1.12 **“Good Industry Practice”** means standards, practices, methods and procedures conforming to the Law and the exercise of that degree of skill, diligence, prudence and foresight which, at the relevant time, would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in the same or a similar type of undertaking as the relevant Party under the same or similar circumstances, seeking in good faith to comply with its contractual and other obligations.
 - 1.1.13 **“Contract Period”** means the period from the Commencement Date to:
 - (a) the Expiry Date, or
 - (b) following an extension pursuant to Clause 2.2, the date of expiry of the extended period,or such earlier date of termination or partial termination of this Contract in accordance with the Law or the provisions of this Contract.
 - 1.1.14 **“Intellectual Property Rights”** means patents, inventions, trademarks, service marks, logos, design rights (whether registerable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether registerable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off;
 - 1.1.15 **“Law(s)”** means any applicable law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code, rule of court or directives or requirements of any Regulatory Body, delegated or subordinate legislation or notice of any Regulatory Body;
 - 1.1.16 **“Outcomes”** means the Outcomes for the Project and/or the Service (as appropriate) set out in the Schedule 2;

- 1.1.17 **“Project”** means the project set out in the Schedules 1- 3;
 - 1.1.18 **“Regulatory Bodies”** means those government departments and regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate or influence the matters dealt with in this Contract or any other affairs of the OPCC and **“Regulatory Body”** shall be construed accordingly;
 - 1.1.19 **“VAT”** means value added tax in accordance with the provisions of the Value Added Tax Act 1994 and any similar fiscal or sales tax;
 - 1.1.20 **“Service Users”** means anyone who accesses the services or benefits from the activity and interventions provided by the supplier or their partners to deliver the **Outcomes**
 - 1.1.21 **“Working Day”** means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
- 1.2 Unless the context otherwise requires, the interpretation and construction of this Contract shall be subject to the following provisions:
- 1.2.1 words importing the singular meaning include where the context so admits the plural meaning and vice versa;
 - 1.2.2 words importing the masculine include the feminine and the neuter;
 - 1.2.3 references to Clauses or to the Schedules are to clauses or the schedules of this Contract;
 - 1.2.4 references to legislation:
 - (a) include any secondary or subordinate legislation made under or pursuant to that legislation; and
 - (b) include any modification or re-enactment of that legislation;
 - 1.2.5 reference to any person shall include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees;
 - 1.2.6 the words “include”, “includes” and “including” are to be construed as if they were immediately followed by the words “without limitation”;
 - 1.2.7 headings are included in this Contract for ease of reference only and shall not affect the interpretation or construction of this Contract;
 - 1.2.8 references to this Contract means:
 - (a) the Clauses;
 - (b) the Schedules; and
 - (c) any other documents referred to in or attached to the Schedules; and
 - 1.2.9 in the event and to the extent only of any conflict between the Clauses and the Schedules, the Clauses shall prevail.

2 Commencement and Duration

- 2.1 The rights and obligations of the Parties under this Contract shall be deemed to have taken effect on the Commencement Date and shall continue in force for the Contract Period.
- 2.2 Subject to Clause 2.3, the Parties may by Contract in writing signed by each Party’s Authorised Representative extend the Contract Period for not more than three months’ from the Expiry Date.
- 2.3 Any Contract to extend the term of this Contract beyond the Expiry Date shall include an Contract as to any Fee payable for such extension period.
- 2.4 Where this Contract is extended in accordance with Clauses 2.2 and 2.3, all other provisions of this Contract shall continue in full force and effect during any period of extension.

3 Fee Conditions

- 3.1 The Supplier shall use the Fee:
- 3.1.1 for the purposes set out in, and in accordance with the scope and nature of, the Project and the relevant Service;
 - 3.1.2 to achieve the Outcomes; and
 - 3.1.3 in accordance with the terms and conditions of this Contract.
- 3.2 The Supplier shall not be permitted to change, amend or vary the purposes, scope or nature of the Project or an individual Service without the prior written consent of the OPCC.
- 3.3 The Supplier shall **not** use the Fee for the following:
- 3.3.1 the payment of any capital or operating expenditure incurred prior to the Commencement Date;
 - 3.3.2 the payment or part payment for any post employed by the Supplier, including community safety officers;
 - 3.3.3 any activity which is party-political in intention, use, or presentation;
 - 3.3.4 to support or promote religious activity (excluding inter-faith activity).
- 3.4 The Service(s) must be in the interests of the Service Users and be:
- 3.4.1 free of charge;
 - 3.4.2 confidential;
 - 3.4.3 non-discriminatory (including being available to all regardless of residence status, nationality or citizenship);
 - 3.4.4 available whether or not a crime has been reported to the police; and
 - 3.4.5 available before, during and for an appropriate time after any police investigation or criminal proceedings.
- 3.5 Where the Fee relates to more than one Service, the Supplier may not use Fee provided for one Service for or in respect of another Service.

4 Payment of the Fee

- 4.1 The OPCC shall pay the Fee to the Supplier by instalments as set out in the Schedule 3 to the Supplier's nominated bank account notified to the OPCC in writing on or before the Commencement Date.
- 4.2 If any amount due under this Contract is subject to VAT other any other tax, the OPCC shall not be responsible to pay to the Supplier for that VAT or other tax in addition to the Fee.
- 4.3 The Supplier shall notify the OPCC as soon as reasonably practice if any underspend is forecast.
- 4.4 If an overpayment of the Fee is made at any time, the Supplier shall repay any overpayment within 30 days of receiving any request for repayment from the OPCC.

5 Warranties

- 5.1 The Supplier warrants and represents to the OPCC that:
- 5.1.1 it has the right, power and authority to enter into this Contract and to perform its obligations under this Contract;
 - 5.1.2 all information provided by the Supplier to the OPCC is at the Commencement Date true and accurate and that it is not aware, having made all reasonable enquiries and to the best of its knowledge and belief, that any change will occur after the Commencement Date which will render that information untrue or misleading in any respect and that there has been no material adverse change in the business, assets,

operation or prospects of the Supplier that will affect the Project (or any Service) since the date any information was provided;

5.1.3 none of the information provided by the Supplier to the OPCC infringes the Intellectual Property Rights of any third party; and

5.1.4 any services (including Services) included within the Project will be performed:

- (a) by suitably qualified and competent personnel who shall exercise all due skill and care and all due diligence in their execution of the services;
- (b) in accordance with Good Industry Practice;
- (c) so as to conform with all applicable Law relating to those services and the Project.

5.2 The Supplier shall notify the OPCC in writing as soon as it is reasonably able upon becoming aware of any breach of any warranty or representation set out in Clause 5.1. When notifying the OPCC of a breach the Supplier shall use all reasonable endeavours to provide such documentation, information, details and assistance in respect of the breach that the OPCC may reasonably request.

6 Compliance with Law

6.1 The Supplier shall comply, and shall (at its own expense unless expressly agreed otherwise) ensure that its employees, agents and representatives shall comply, with all applicable Laws in the performance of the Supplier's duties under this Contract, provided that the Supplier shall not be liable for any breach to the extent that such breach is directly caused or contributed to by any act or default of the OPCC or its employees, agents and representatives.

7 Intellectual Property Rights

7.1 The Supplier shall Contract to the OPCC at no cost an irrevocable, royalty-free perpetual license to use and to sub-license the use of any material created by the Supplier under the terms of this Contract for such purposes as the OPCC shall deem appropriate.

7.2 The Supplier shall indemnify and keep indemnified and hold harmless the OPCC from and against any losses, damages, liability, costs (including legal fees) and expenses incurred by it as a result of or in connection with any action, demand or claim that use or possession of any information supplied by it to the OPCC or in connection with the Project, the Service(s) or the provision of any services by it pursuant to the Project or any Service, infringes the Intellectual Property Rights of any third party ("IPR Claim").

8 Exclusion and limitation of liability

8.1 Neither Party limits its liability for:

- 8.1.1 death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors (as applicable); or
- 8.1.2 fraud or fraudulent misrepresentation by it or its employees.

8.2 Subject to Clause 8.1, the OPCC's total aggregate liability in respect of all claims, losses or damages, whether arising from contract, tort (including negligence) or otherwise under or in connection with this Contract shall in no event exceed the aggregate of sums paid by it to the Supplier or, if greater, an amount equivalent to the Fee.

8.3 Subject to Clause 8.1, the OPCC shall not be liable to the Supplier for:

- 8.3.1 any indirect, special or consequential loss or damage;
- 8.3.2 any loss of profits, turnover, data, business opportunities, anticipated savings or damage to goodwill (whether direct or indirect); or
- 8.3.3 any loss, whether direct or indirect, arising from:
 - (a) the Supplier conducting or undertaking the Project or an individual Service; or
 - (b) the use of the Fee, its late payment (in whole or in part) or its withdrawal.

9 Confidentiality

- 9.1 The Supplier shall keep in strict confidence, and use only for the purpose of performing its obligations under this Contract, all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Supplier by (or on behalf of) the OPCC and any other confidential information concerning the OPCC's operations which the Supplier may obtain and the Supplier shall restrict disclosure of such confidential information to such of its employees, agents or sub-contractors as need to know the same for the purpose of performing its obligations under this Contract and shall ensure that such employees, agents or sub-contractors are subject to like obligations of confidentiality and restrictions of use as bind the Supplier.

10 Data Protection

- 10.1 The Supplier, as Data Controller for any Personal Data used for Processing in connection with the Project and/or a Service, shall comply with all of its obligations under the Data Protection Legislation and shall not indicate to any Data Subject that the OPCC is a Data Controller or Data Processor of that Personal Data.
- 10.2 The Supplier shall indemnify and keep indemnified and hold harmless the OPCC on demand against any costs, claims and proceedings, damages and other liabilities (including monetary penalties or other regulatory fines) incurred by the OPCC as a result of the breach of this Clause 10 by the Supplier or its permitted sub-Processors.
- 10.3 The Supplier consents to the OPCC holding and Processing personal data relating to the Supplier and the Supplier agrees that the OPCC may Process and disclose such data internally and so far as is reasonably necessary externally for the purposes of complying with statutory requirements, meeting the OPCC's legitimate interests and complying with this Contract. The OPCC shall Process Personal Data relating to the Supplier in accordance with the Data Protection Legislation.

11 Freedom of Information and Transparency Obligations

- 11.1 The Supplier acknowledges that the OPCC is subject to the requirements of the FOIA and the EIR and shall assist and co-operate with the OPCC (at the Supplier's expense) to enable the OPCC to comply with the requirements of the FOIA and EIR, including but not limited to transferring (or procuring the transfer) to the OPCC any request for information pursuant to the FOIA or EIR received by the Supplier (or any of its sub-contractors) as soon as practicable following receipt and in any event within three Working Days of receipt.
- 11.2 In no event shall the Supplier respond to a request for information under the FOIA or EIR without the prior written consent of the OPCC.
- 11.3 The Supplier acknowledges that the OPCC may be obliged under the FOIA or the EIR to disclose information:
- 11.3.1 without consulting with the Supplier; or
 - 11.3.2 following consultation with the Supplier and having taken its views into account, provided always that where Clause 11.3.2 applies the OPCC shall, in accordance with the recommendations of the Secretary of State for Constitutional Affairs' Code of Practice on the discharge of a public authorities' functions under Part 1 of FOIA, take reasonable steps, where appropriate, to give the Supplier advanced notice, or failing that, to draw the disclosure to the Supplier's attention after any such disclosure.
- 11.4 The Supplier shall ensure that all Information (as defined by the FOIA) produced in the course of this Contract or relating to this Contract is retained for disclosure and shall permit the OPCC to inspect such records as requested from time to time.
- 11.5 The Supplier acknowledges that the OPCC is subject to certain transparency and disclosure obligations set out in the Elected Local Policing Bodies Specified Information Order 2011 (as amended) ("**Transparency Obligations**").
- 11.6 The Supplier gives consent to the OPCC to publish the contents of this Contract and information regarding any tender process related to the Project and/or a Service to enable it to comply with its Transparency Obligations.

- 11.7 The Supplier acknowledges that:
- 11.7.1 the OPCC shall be responsible for determining, at its absolute discretion, whether any information is exempt from disclosure or should be disclosed pursuant to the FOIA, EIR and/or the Transparency Obligations and to what extent it may or shall redact any information disclosed; and
 - 11.7.2 any lists or schedules provided by the Supplier outlining confidential information are of an indicative value only and that the OPCC may be obliged to disclose confidential information in accordance with Clause 11.3 and/or Clause 11.5.

12 Discrimination

- 12.1 The Supplier shall, and shall use all reasonable endeavours to procure that its employees, agents and sub-contractors shall:
- 12.1.1 not unlawfully discriminate either directly or indirectly on such grounds as race, colour, ethnic or national origin, disability, sex or sexual orientation, religion or belief, or age; and
 - 12.1.2 without prejudice to the generality of the foregoing, not unlawfully discriminate within the meaning and scope of Sex Discrimination Act 1975, the Equal Pay Acts 1970 and 1983, the Disability and Discrimination Act 1995, the Human Rights Act 1998, the Employment Equality (Sexual Orientation) Regulations 2003, the Employment Equality (Religion or Belief) Regulations 2003, provisions of the Equality Act 2010 or any other relevant or equivalent legislation (including any equivalent legislation from time to time in force in any other jurisdiction in which any activities are carried out under or in connection with this Contract by the Supplier or any of its Staff or sub-contractors) or any statutory modification or re-enactment thereof.

13 Authorised Representatives

- 13.1 The OPCC's Authorised Representative shall be Matthew Chester, Head of Policy or such other person appointed as such by the OPCC and notified to the Supplier pursuant to Clause 32.
- 13.2 The Supplier's Authorised Representative shall be Jackie Fitzsimons, Communities and Public Protection Manager, or such other person appointed as such by the Supplier and notified to the OPCC pursuant to Clause 32.

14 Review, Monitoring and Information

- 14.1 The Supplier shall provide such information, and any supporting documentation, in relation to the performance of its obligations and compliance with the Law required under this Contract (including information in respect of progress towards achieving the Outcomes and any monitoring information identified in Schedule 4) as the OPCC may reasonably request from time to time. Such information shall be provided in the format and within the timescales as the OPCC reasonably requests from time to time. The Supplier shall ensure that all such information is accurate and complete and, in respect of any information required by the OPCC for tendering purposes, shall notify the OPCC without delay of any changes to information previously provided to the OPCC.
- 14.2 The Supplier shall meet with the OPCC from time to time, at such intervals and in such places reasonably requested by the OPCC, in order to discuss the Project, a Service and/or progress towards achieving the Outcomes and to identify any lessons learned for future projects and/or future Contracts of Fee. The OPCC shall be permitted to share information arising from such meeting with the Chief Constable of its police force and/or with police and crime commissioners and/or chief constables of other police forces.

15 Records

- 15.1 The Supplier shall maintain (and procure that any of its agent and sub-contractors maintain) comprehensive and up-to-date records of its capital and operating expenditure in respect of the Project, and each Service, including such details as the OPCC may reasonably require to ensure that the Fee is being used in accordance with this Contract solely for and in connection with the Project and/or the relevant Service.

- 15.2 The Supplier shall (and shall procure that its agents and sub-contractors shall) make its (or their) records and books of account in relation to the Fee available to the OPCC or any person nominated by the OPCC for the purposes of inspection and audit on the giving of reasonable notice by the OPCC.
- 15.3 The Supplier shall keep all records relating to the Fee for a period of seven years from expiry of the Contract Period.
- 15.4 Upon request, the Supplier shall send to the OPCC a copy of its audited accounts.

16 Procurement by the Supplier

- 16.1 In so far as the Supplier procures any goods, services or works from any third party in order to achieve the Outcomes, then it shall do so in accordance with:
- 16.1.1 the Supplier's standing orders and any other reasonable instructions given by the OPCC;
- 16.1.2 the Public Contracts Regulations 2006 and all other Law governing public procurement as a Contracting Authority within the meaning of those Laws. In addition and without limiting the generality thereof, the Supplier must secure the best value for money and must act in a fair, open and non-discriminatory manner in all purchases of goods and services; and
- 16.1.3 its own procurement processes and financial regulations.
- 16.2 The Supplier shall permit the OPCC or any person nominated by the OPCC to attend and observe any pre-tender meetings, tender evaluations and bidder presentations for the purpose of satisfying the OPCC that any procurement process is conducted in accordance with the terms of this Contract.
- 16.3 If any Fee provided by the OPCC is used to procure goods or services and VAT is included in the cost, the Supplier shall recover that VAT from HM Customs and Excise where it is recoverable and use it to deliver the services required under this Contract to achieve the Outcomes.

17 Purchase of Capital Equipment

- 17.1 The Supplier shall account for the Fee on an accruals basis. This requires the cost of goods or services to be recognised when the goods or services are received, rather than when they are paid for.
- 17.2 If any capital asset costing more than £1,000 is purchased with funds provided by the OPCC, the asset must not be sold or otherwise disposed of within five years of purchase without the OPCC's written consent. The OPCC may require the repayment of all or part of any proceeds of any disposal or sale.
- 17.3 The Supplier must not attempt to raise a mortgage or other charge on OPCC-funded assets without the prior written approval of the OPCC.
- 17.4 The Supplier shall maintain a register of any capital assets purchased with funds provided by the OPCC. This register will record, as a minimum, (a) the date the item was purchased; (b) the price paid; and (c) the date of disposal (in due course).

18 Publicity

- 18.1 The Supplier shall acknowledge the Fee in its annual report and accounts, including an acknowledgement that the OPCC was the source of the Fee, in a form reasonably acceptable to the OPCC.
- 18.2 The OPCC shall be entitled to promote the Fee of the Project (including the Service(s)) in any publicity material or media statement issued by the OPCC.
- 18.3 The Supplier shall (and shall use all reasonable endeavours to procure that its employees, agents, professional advisers and sub-contractors shall) not make any press announcement or publicise this Contract, the Project, any Service or any part thereof in any way, except with the express prior written consent of the OPCC.

- 18.4 The Supplier shall (and shall use all reasonable endeavours to procure that its employees, agents, professional advisers and sub-contractors shall) not include in any published material the name, logo or style of "Northamptonshire Police" nor "Office of the Police and Crime Commissioner for Northamptonshire"; any Intellectual Property Rights associated therewith; nor any photograph or drawing depicting any officer of Northamptonshire Police force without the OPCC's prior written consent.

19 Indemnity

- 19.1 The Supplier shall indemnify the OPCC on demand from and against all liabilities arising from third party actions, claims or demands brought against the OPCC for breach of statutory duty concerning the Service(s) which may arise out of or in consequence of a breach by the Supplier of its obligations under this Contract.

20 Breach of Fee Conditions

- 20.1 If the Supplier fails to comply with any of the Fee Conditions set out in this Contract, or if any of the events mentioned in Clause 20.2 occur, then the OPCC may withhold payment of any future instalment of the Fee and/or require all or any part of the Fee to be repaid. The Supplier must repay any amount required to be repaid under this Clause 20 within 30 days of receiving the demand for repayment.
- 20.2 The events referred to in Clause 20.1 are as follows:
- 20.2.1 the Supplier purports to transfer or assign any rights, interests or obligations arising under this Contract without the Contract in advance of the OPCC;
 - 20.2.2 any information provided in relation to the Fee (or in a claim for payment) or in any subsequent supporting correspondence is found to be incorrect or incomplete to an extent which the OPCC considers to be material;
 - 20.2.3 any member of the Supplier's governing body, staff or volunteers acts dishonestly or fraudulently;
 - 20.2.4 the Supplier takes inadequate measures to investigate and resolve any reported irregularity.
- 20.3 If during the term of this Contract there is a breach of the Fee Conditions in respect of any of the Services the OPCC may (at its option) write to the Supplier giving particulars of the breach and in that event:
- 20.3.1 the Supplier shall provide the OPCC with a draft performance improvement plan for that Service within 10 Working Days of the date of the Breach Notice;
 - 20.3.2 the OPCC shall either accept the draft performance improvement plan within five Working Days of receipt or inform the Supplier why it cannot accept the draft performance improvement plan; and
 - 20.3.3 if the OPCC does not accept the draft performance improvement plan:
 - (a) the Parties shall then meet to discuss the OPCC's concerns,
 - (b) the Supplier shall provide a revised draft performance improvement plan within five Working Days of the meeting; and
 - (c) if the draft performance improvement plan cannot then be agreed, the OPCC shall be entitled to serve three months' notice of termination in writing upon the Supplier in respect of that Service. Such notice shall not have the effect of terminating this Contract in respect of other Services.

21 Termination

- 21.1 This Contract does not represent a commitment to renew or continue financial support to the Supplier for the Project, any Service or any other purpose and the OPCC gives no warranty or assurance that further Fee will be made available after the Expiry Date.
- 21.2 The OPCC may, without prejudice to its other rights and remedies, by notice in writing to the Supplier immediately terminate this Contract or the Fee for a specified Service:

- 21.2.1 if the Fee or any part of the Fee is being used for any purpose other than the purpose set out in this Contract; or
- 21.2.2 if the Supplier:
- (a) has been involved in any illegal activity or improper act in its administration;
 - (b) is in material or persistent breach of any of its obligations under this Contract (or the relevant Service) and if that breach is capable of remedy and the Supplier has failed to remedy that breach within 20 Working Days after receiving written notice requiring it to remedy that breach; or
 - (c) is unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986) or becomes insolvent or an order is made or a resolution passed for the administration, winding-up or dissolution of the Supplier (otherwise than for the purposes of a solvent amalgamation or reconstruction) or an administrative or other receiver, manager, liquidator, administrator, trustee or similar officer is appointed over all or any substantial part of the assets of the Supplier or the Supplier enters into or proposes any composition or arrangement with its creditors generally or any analogous event occurs in any applicable jurisdiction; or
 - (d) ceases or threatens to cease carrying on its business; and
- 21.2.3 in the circumstances set out in Clauses 20.3.3(c), 24.4, 25.5 or 36.2.
- 21.3 Where, in the reasonable opinion of the OPCC, any Fee secured by the Supplier, whether notified to it by the Supplier pursuant to Clause 3.4 or otherwise, is duplicate Fee for the Project or a specific Service, then the OPCC may terminate this Contract on 5 Working Days' notice in writing to the Supplier.
- 21.4 The Supplier may terminate this Contract in relation to Fee for a specific Service by providing not less than 3 months' notice in writing to the OPCC specifying the Service to which the notice relates.
- 21.5 In the event of termination of this Contract for any reason or upon its expiry:
- 21.5.1 the OPCC shall not be liable to make any payment of any unpaid or future instalments of the Fee in respect of the terminated Service(s);
 - 21.5.2 each Party shall within 5 Working Days of such termination or expiry return (or, at the other Party's option, destroy) all Confidential Information (and any other information) belonging to the other Party in its possession or under its control and all copies of such information in respect of the terminated Service(s); and
 - 21.5.3 the Supplier shall:
 - (a) return to the OPCC any assets or property (unless the OPCC gives its written consent to their retention or sale) that are in its possession in connection with the terminated Service(s); and
 - (b) repay to the OPCC any unspent Fee for the terminated Service(s) within 5 Working Days, to the bank account notified to the Supplier in writing on or before termination or expiry.
- 21.6 Termination of this Contract for whatever reason shall not operate to affect any provisions that expressly or by implication survive termination.

22 Insurance

- 22.1 The Supplier shall take out and maintain a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Supplier, arising out of the Supplier's performance of its obligations under this Contract including death or personal injury, loss of or damage to property or any other loss together with any other insurances as may be required by Law.

- 22.2 The Supplier shall provide to the OPCC on request satisfactory evidence of the existence of the insurance referred to in Clause 22.1 together with evidence that the relevant premiums have been paid and that those insurances are in full force and effect.
- 22.3 If the Supplier is in breach of Clause 22.1 or Clause 22.2, the OPCC may pay any premiums required to keep such insurance in force or itself procure such insurance and may, in either case, recover such amounts from the Supplier on written demand, together with all expenses incurred in procuring such insurance.
- 22.4 The Supplier undertakes that it shall not do, or omit to do, anything to vitiate either in whole or in part any of the insurance cover that it is obliged to have and maintain under this Clause 22.

23 Dispute Resolution

- 23.1 In the event of a dispute arising out of or in connection with this Contract, it shall be resolved pursuant to this Clause 23.
- 23.2 Nothing in this dispute resolution procedure shall prevent a Party from seeking from any court of competent jurisdiction an interim order restraining the other Party from doing any act or compelling the other Party to do any act.
- 23.3 The Parties shall each use reasonable endeavours to resolve any dispute by means of a prompt and bona fide discussion between the Authorised Representatives.
- 23.4 In the event that a dispute is not resolved within five Working Days of any discussion between the Authorised Representatives in accordance with Clause 23.3, it shall be referred to the OPCC's Chief Executive and the Supplier's Chief Executive to resolve.
- 23.5 If the dispute is not resolved within 10 Working Days of escalation of the dispute in accordance with Clause 23.4, the Parties shall refer it to mediation pursuant to the procedure set out in Clause 23.7 unless either Party does not agree to mediation.
- 23.6 The obligations of the Parties under this Contract shall not cease, or be suspended or delayed by the reference of a dispute to mediation and each Party, its sub-contractors and their officers, employees and agents shall comply fully with the requirements of this Contract at all times.
- 23.7 The procedure for mediation and consequential provisions relating to mediation are as follows:
 - 23.7.1 A neutral adviser or mediator (the "**Mediator**") shall be chosen by Contract between the Parties or, if they are unable to agree upon a Mediator within 10 Working Days after a request by one Party to the other or if the Mediator agreed upon is unable or unwilling to act, either Party shall within 10 Working Days from the date of the proposal to appoint a Mediator or within 10 Working Days of notice to either Party that he is unable or unwilling to act, apply to Centre for Effective Dispute Resolution to appoint a Mediator.
 - 23.7.2 The Parties shall within 10 Working Days of the appointment of the Mediator meet with the Mediator in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations to be held. If considered appropriate, the Parties may at any stage seek assistance from Centre for Effective Dispute Resolution to provide guidance on a suitable procedure.
 - 23.7.3 Unless otherwise agreed, all negotiations connected with the dispute and any settlement Contract relating to it shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings.
 - 23.7.4 If the Parties reach Contract on the resolution of the dispute, the Contract shall be recorded in writing and shall be binding on the Parties once it is signed by their Authorised Representatives.
 - 23.7.5 If the Parties fail to reach Contract within 60 Working Days of the Mediator being appointed, or such longer period as may be agreed by the Parties, then any dispute or difference between them may be referred to the Courts.

23.8 Subject to Clause 23.2, the Parties shall not institute court proceedings until the procedures set out in Clauses 23.3, 23.4 and 23.5 have been completed.

24 Prevention of Corruption

24.1 The Supplier or anyone associated with the Supplier shall not:

24.1.1 offer or give, or agree to give, to the OPCC or any other public body or any person employed by or on behalf of the OPCC or any other public body any gift or consideration of any kind as an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of this Contract or any other contract with the OPCC or any other public body, or for showing or refraining from showing favour or disfavour to any person in relation to this Contract or any such contract;

24.1.2 commit any offence under the Prevention of Corruption Acts 1889 to 1916, or Section 117(2) of the Local Government Act 1972 or the Bribery Act 2010 or under Law creating offences in respect of fraudulent acts or at common law in respect of fraudulent acts in relation to this Contract or any other contract with the OPCC.

24.2 For the purpose of this Clause 24, whether a person is associated with another person shall be determined in accordance with section 8 of the Bribery Act 2010 and a person associated with the Supplier includes, but is not limited to, any sub-contractor of the Supplier.

24.3 The Supplier warrants that it has not paid commission or agreed to pay commission to the OPCC or any other public body or any person employed by or on behalf of the OPCC or any other public body in connection with this Contract.

24.4 If the Supplier, or anyone acting on the Supplier's behalf, engages in conduct prohibited by Clause 24.1 or Clause 24.3, the OPCC may terminate this Contract and recover from the Supplier the amount of any Fee paid to the Supplier together with any loss sustained by the OPCC in consequence of any breach of those Clauses.

24.5 Any dispute, difference or question arising in respect of the interpretation of this Clause 24 including the right of the OPCC to terminate this Contract, shall be decided by the OPCC, whose decision shall be final and conclusive.

25 Conflict of Interest and Prevention of Fraud

25.1 The Supplier shall take all reasonable steps, in accordance with Good Industry Practice, to:

25.1.1 ensure that neither the Supplier nor any of its employees, agents or representatives is placed in a position where, in the reasonable opinion of the OPCC, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Supplier and the duties owed to the OPCC under the provisions of this Contract; and

25.1.2 prevent fraud by its employees, agents and representatives (including its shareholders, members and directors) in connection with the receipt of monies from the OPCC.

25.2 Without prejudice to the generality of Clause 25.1, the Supplier shall set up formal procedures to require all persons involved in the use of the Fee to declare any personal or financial interest in any matter concerning the Supplier's activities and to be excluded from any discussion or decision-making relating to the matter concerned.

25.3 The Supplier shall disclose to the OPCC without delay full particulars of any such conflict of interest which may arise and if the Supplier has any grounds for suspecting financial irregularity in the use of any money paid under this Contract, it shall notify the OPCC immediately, explain what steps are being taken to investigate the suspicion, and keep the OPCC informed about the progress of the investigation.

25.4 For the purposes of Clause 25.3, "financial irregularity" includes fraud or other impropriety, mismanagement, and the use of the Fee for purposes other than those intended by the OPCC.

25.5 If the Supplier or its employees, agents or representatives commits fraud in relation to this Contract or any contract with the OPCC, the OPCC may terminate this Contract and recover from the Supplier the amount of any Fee paid to the Supplier together with any loss sustained by the OPCC in consequence of any breach of this Clause 25.

26 Variation

26.1 No amendment or variation to this Contract shall have effect unless made in writing and executed on behalf of the Parties.

27 Relationship

27.1 The Parties are independent entities and not partners, principal and agent, or employer and employee, or in any other relationship of trust to each other. Nothing in this Contract shall create a partnership or joint venture between the Parties nor authorise any Party to enter into any contact or commitment for and on behalf of the other Party.

28 Counterparts

28.1 This Contract may be executed in counterparts, each of which when executed and delivered shall constitute an original but all counterparts together shall constitute one and the same instrument.

29 Severability

29.1 If any provision of this Contract is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions of this Contract shall continue in full force and effect as if this Contract had been executed with the invalid, illegal or unenforceable provision eliminated.

29.2 In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of this Contract, the OPCC and the Supplier shall immediately commence good faith negotiations to remedy such invalidity.

30 Remedies Cumulative

30.1 Except as otherwise expressly provided by this Contract, all rights and remedies available to either Party under this Contract or otherwise are cumulative and may be exercised concurrently or separately, and the exercise of any one right or remedy shall not be deemed an election of such right or remedy to the exclusion of, and shall be without prejudice to the availability of, any other right or remedy.

31 Waiver

31.1 The failure of either Party to insist upon strict performance of any provision of this Contract, or the failure of either Party to exercise, or any delay in exercising, any right or remedy shall not constitute a waiver of that right or remedy and shall not cause a diminution of the obligations established by this Contract.

31.2 No waiver shall be effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with Clause 32.

31.3 A waiver of any right or remedy arising from a breach of this Contract shall not constitute a waiver of any right or remedy arising from any other or subsequent breach of this Contract.

32 Notices

32.1 All notices and other communications in relation to this Contract shall be in writing and shall be deemed to have been duly given if personally delivered, or mailed (first class postage prepaid) to an Authorised Representative at the address of the relevant Party, as referred to above or otherwise notified in writing. If personally delivered all such communications shall be deemed to have been given when received (except that if received on a non-Working Day or after 5.00pm on any Working Day they shall be deemed received on the next Working Day) and if mailed all such communications shall be deemed to have been given and received on the second Working Day following such mailing.

32.2 For the avoidance of doubt, any notice given under this Contract shall not be validly served if sent by electronic mail and not confirmed by a letter sent by post.

33 Assignment and sub-contracting

33.1 The Supplier may not, without the OPCC's prior written consent, assign or sub-contract any right or obligation under this Contract, in whole or in part.

34 Contracts (Rights of Third Parties) Act 1999

34.1 This Contract does not and is not intended to confer any contractual benefit on any person who is not a Party to this Contract pursuant to the terms of the Contract (Rights of Third Parties) Act 1999. This does not affect any right or remedy of such a person that exists or is available apart from that Act.

35 Entire Contract

35.1 This Contract constitutes the entire Contract and understanding between the Parties and supersedes any previous arrangement, understanding or Contract between them relating the Services.

35.2 The Supplier acknowledges and agrees that it has not been induced to enter into this Contract in reliance upon, and in connection with this Contract, does not have any remedy and waives all rights in respect of, any warranty, representation, statement, Contract or undertaking of any nature whatsoever other than as expressly set out in this Contract, except that this Clause 35.2 shall not exclude liability in respect of any fraudulent misrepresentation.

36 Force Majeure

36.1 Neither Party shall be liable to the other Party for any delay or non-performance of its obligations under this Contract arising from any cause or causes due to a Force Majeure Event, provided that it:

36.1.1 promptly notifies the other Party of the Force Majeure Event and its expected duration; and

36.1.2 uses reasonable endeavours to minimise the effects of that event.

36.2 If, due to a Force Majeure Event, a Party is delayed in or prevented from performing its obligations for a continuous period of more than 5 Working Days OR more than 10 Working Days in any 12 month period, the OPCC may terminate this Contract immediately by notice in writing served on the Supplier.

37 Governing Law

37.1 This Contract shall be governed by and construed in accordance with the Law of England and, subject to Clause 23, the Parties irrevocably submit to the exclusive jurisdiction of the English courts.

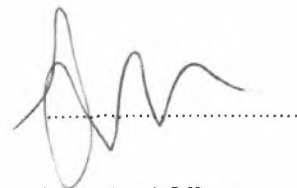
This Contract has been entered into on the date first above written

**Signed for and on behalf of
the Police and Crime
Commissioner for Northamptonshire:**



Authorised Officer

**Signed for and on behalf of
Supplier**



Authorised Officer

SUMMARY SCHEDULE

Initiative	Local Solutions in South Northamptonshire 2014/15, see Schedule 1 – Introduction appended hereto																
Services	See SCHEDULE 2 – Outcomes, delivery and key performance indicators																
Fee	£42,413																
Details of Payment of Fee / Fee Payment Plan	<p>See SCHEDULE 3 – Funding allocations, monitoring and payments and subject to compliance with the terms of this Contract, the Fee will be paid on the following dates:</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th>Period</th> <th>Monitoring meeting</th> <th>Maximum payment</th> <th>Invoice/payment Date</th> </tr> </thead> <tbody> <tr> <td>1 April – 30 September 2014</td> <td></td> <td>£14,138</td> <td>July</td> </tr> <tr> <td>1 October – 31 December 2014</td> <td>September</td> <td>£14,138</td> <td>October</td> </tr> <tr> <td>1 January – 31 March 2015</td> <td>December</td> <td>£14,137</td> <td>January</td> </tr> </tbody> </table> <p>Payment of invoices is within 30 days of receipt of invoice and completed monitoring information as set out below.</p>	Period	Monitoring meeting	Maximum payment	Invoice/payment Date	1 April – 30 September 2014		£14,138	July	1 October – 31 December 2014	September	£14,138	October	1 January – 31 March 2015	December	£14,137	January
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For the avoidance of doubt Schedules 1-4 appended hereto form part of the Contract.

SCHEDULE 1 - Introduction

Initiative

Local Solutions in South Northamptonshire 2014/15

Purpose

The Police and Crime Commissioner for Northamptonshire has created a *Local Solutions Fund* as a replacement intentions following the removal of the Home Office Community Safety Fund, implementing the Commissioning Framework that sets out the processes and principles for the way all services are being commissioned.

The Police and Crime Commissioner commissions South Northamptonshire Council to deliver mutually agreed outcome(s) that tackle local crime and community safety problems and deliver against the stated outcomes explicitly articulated in the county's Police and Crime Plan. This relationship will be a matter of public record.

The process is intended to reinforce local delivery through the testable application of the following steps that the evidence base tells us is how to effectively prevent crime, which were articulated in the February 2013 consultation *Preventing Crime: It is time to do things*:

1. Focus in on a clearly defined crime problem
2. The crime problem then needs to be properly analysed and understood
3. Solutions put in place need to fit the analysis of the problem and have been evidenced to work or robustly evaluated

And must also satisfy:

4. Development of sustainable community-based initiatives

South Northamptonshire Council will have discretion as to how these outcomes can be best delivered. The *Office of Faith-Based and Community Initiatives* will work with South Northamptonshire Council to provide support and guidance as required.

SCHEDULE 2 – Outcomes, delivery and key performance indicators

The agreed outcomes, identified activities and key performance indicators are set out in the table below:

OUTCOME		DELIVERY
Reduce Rural Crime	Number of police-recorded crimes in rural premises	Target hardening (farm buildings and rural premises)
	Number of police-recorded crimes in rural locations	Rural days of action Tackling flytipping Supporting recruitment of Parish Constables
Reduce Domestic Violence	Number of police-recorded domestic crimes and incidents	Multi-agency tasking meetings
	Number of police-recorded repeat domestic crimes and incidents	Travelling one-to-one support for victims in isolated areas (victims and perpetrators) Target hardening (where appropriate and effective)
Reduce Anti-Social Behaviour	Number of police-recorded incidents of anti-social behaviour	Young Citizens Programme (multi-agency youth engagement event)
	Proportion of people who perceive antisocial behaviour to be a problem	School Pastors (OFBCI as lead partner)
		Targeted Days of Action
		Deployment of mobile CCTV units

SCHEDULE 3 – Funding allocations, monitoring and payments

Funding Allocation

The *Local Solutions Fund* is made up of:

Part A

- Second Home funding allocation and
- Council tax discounts and exemptions,

An agreed proportion is allocated to the Borough and District Councils that raised these elements;

Part B

- A proportion of £150,000 from the Police and Crime Commissioner's commissioning budget allocated to Borough and District Councils calculated by the latest population estimate following the 2011 Census and five year crime rate.

Part C

- Additional funds from the Police and Crime Commissioner's commissioning budget is also be allocated to the appropriate Borough or District Councils to balance the additional Housing Revenue Account costs incurred, on the understanding that this element of the fund is invested in the council housing communities.

The Funds allocated to South Northamptonshire Council is set in the following table:

	Source	£
Part A	2nd Homes	13,321
	Discounts / Exceptions	14,000
Part B	Commissioning Budget	15,092
Local Solutions Fund Allocation		42,413
Part C	Housing Revenue Account	0
TOTAL ALLOCATION		42,413

Monitoring and payment

Following the agreement of the outcome(s), the Police and Crime Commissioner will release the initial funding for the identified interventions to South Northamptonshire Council in order to provide the resources to commence the initiative up to the maximum set out in the table below. Two further releases will be made, subject to satisfaction that progress to deliver the outcomes is being achieved (see *monitoring and payment*).

Unspent allocations will be rolled forward into the following year only. Unspent allocations will be subject to review by September 2015.

Performance review meetings will be held between representatives of the Office of the Police and Crime Commissioner for Northamptonshire and South Northamptonshire Council to:

- Monitor performance against performance indicators reflecting the outcomes set out in Schedule 2
- Collectively problem-solve to response effectively to risks and issues
- Maintain an audit trail of performance issues
- Collectively work to deliver sustained and continuous improvement

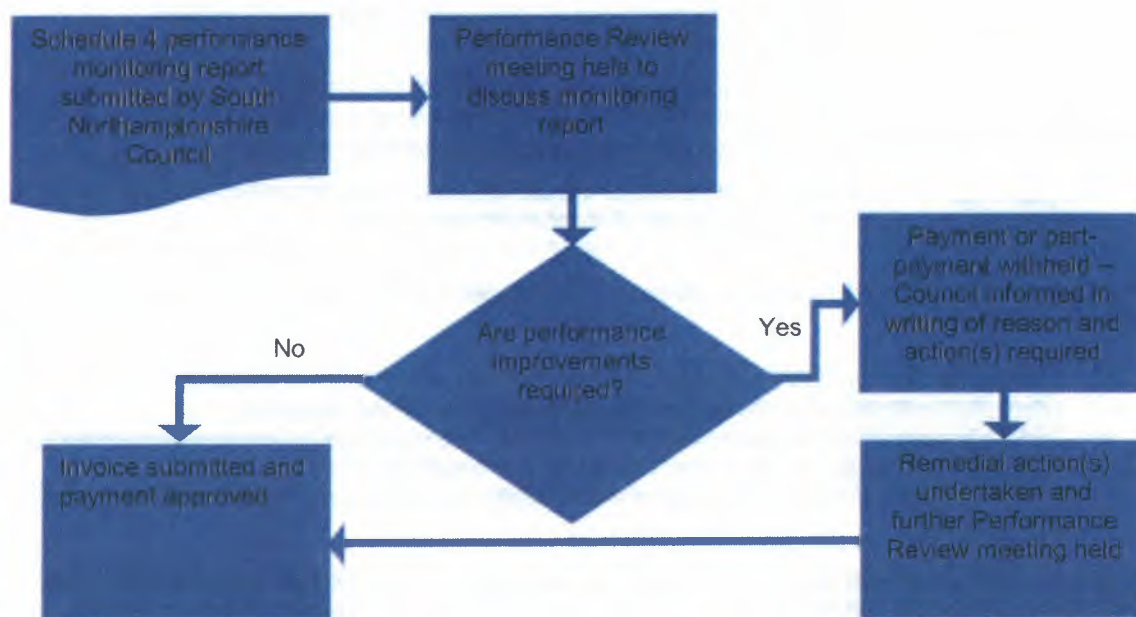
- Review delivery evaluations

To support this, South Northamptonshire Council will be required to submit a completed monitoring form using the template set out in Schedule 4. Additional information may be identified and requested prior to subsequent to the meeting. Payments may be dependent on the provision of this information.

Where a payment is withheld, the Office of the Police and Crime Commissioner for Northamptonshire will state in writing the reason(s) for withholding the funds and what measures South Northamptonshire Council needs to put in place in order for further funds to be released.

Period	Monitoring meeting	Maximum payment	Invoice/payment Date
1 April – 30 September 2014		£14,138	July
1 October – 31 December 2014	September	£14,138	October
1 January – 31 March 2015	December	£14,137	January

Monitoring and payment process



Invoices for payment should be sent to:

Northants - MFSS
 The Police and Crime Commissioner for
 Northamptonshire
 PO Box 273
 MFSS Accounts
 WINSFORD
 Cheshire
 CW7 9FW

or by e-mail to: MFSS.Purchasing@Cheshire.pnn.police.uk

Evaluation

All initiatives will need to be subject to a level of evaluation. The scientific method of evaluation will need to be agreed depending on whether it adds to the existing evidence-base and the resources committed.

The Maryland Scale of Scientific Methods summarised in the table below was designed to review 'what works' in crime prevention. It is a five-point scale used to classify the strength of scientific evidence; it does not classify the strength of a programme's or intervention's effect. Scientific evidence is important in terms of being able to infer cause and effect. Sherman and colleagues (1997) argue that only studies with a robust comparison group design provide can provide evidence of causality. This equates to level three and above in the Maryland Scale.

Details of the scale are set out below.

Level Five	Random assignment and analysis of comparable units to programme and comparison groups.
Level Four	Comparison between multiple units with and without the programme, controlling for other factors or using comparison units that evidence only minor differences.
Level Three	A comparison between two or more comparable units of analysis, one with and one without the programme.
Level Two	Temporal sequence between the programme and the crime or risk outcome clearly observed, or the presence of a comparison group without demonstrated comparability to the treatment group.
Level One	Correlation between a crime prevention programme and a measure of crime or crime risk at a particular point in time.

Where necessary, 5% of the initiative costs should be included for the evaluation, which meet the following critical criteria:

- The objectives should be clear from the beginning and should be written down
- There must be sufficient relevant data available about what has happened
- The evaluation must be independent and unbiased. This means that the people undertaking it must be willing to be critical of the programme and its achievements
- Following the evaluation there must be a willingness to change the things that are wrong with the programme

Failure to deliver an evaluation within a reasonable timescale, but no later than 31 May 2014 unless otherwise agreed by the Office of the Police and Crime Commissioner may be taken into account when allocating the *Local Solutions Fund* in subsequent years.

SCHEDULE 4 – Performance Monitoring Form

Please complete and return this form by e-mail, in advance of the Performance Review meeting, to:

Matthew Chester, Head of Policy, Office of the Police and Crime Commissioner for Northamptonshire
E-mail: matt.chester@northantspcc.pnn.police.uk

Guidance

As part of the *Local Solutions Fund* agreement with the Office of the Police and Crime Commissioner for Northamptonshire, Performance Review meetings linked to payments are required.

The Performance Monitoring Form below is intended to support the Performance Review meetings and forming the basis of the meeting discussions. All information provided should clearly show how progress is being achieved towards the delivery of the agreed outcomes, including the agreed key performance and other performance indicators. Any supporting information you feel demonstrate progress should also be enclosed. As part of the monitoring process your organisation should also provide information relating to issues or challenges faced, their effect on service delivery and lessons learned/changes implemented as a result.

The completed form and other supporting information will form the basis of the meeting discussions and is required to be submitted two weeks in advance of the meeting.

Receipt of the completed Performance Monitoring Form is required for the next instalment of the *Local Solutions Fund*. Failure to do so may result in a delay or the instalment being withheld.

If you have any questions or need any support in completing this form, please contact the Office of the Police and Crime Commissioner for Northamptonshire.

Organisation Name:

South Northamptonshire Council

Initiative:

Local Solutions in South Northamptonshire 2014/15

Section 1 Outcomes, Delivery and Key Performance Indicators

Outcome 1 - Reduce Rural Crime

Please provide details below of progress of interventions, initiatives and activities have been implemented to deliver the outcome. State if there is anything new to those listed in Schedule 2 of the contract:

Please provide details of progress towards the delivery of agreed outcomes (including key performance indicators and agreed targets):

Please tell us about any issues or challenges you have faced in delivering the activities and outcomes listed in Schedule 2 of the contract:

Outcome 2 - Reduce Domestic Violence

Please provide details below of progress of interventions, initiatives and activities have been implemented to deliver the outcome. State if there is anything new to those listed in Schedule 2 of the contract:

Please provide details of progress towards the delivery of agreed outcomes (including key performance indicators and agreed targets):

Please tell us about any issues or challenges you have faced in delivering the activities and outcomes listed in Schedule 2 of the contract:

Outcome 3 - Reduce Anti-Social Behaviour

Please provide details below of progress of interventions, initiatives and activities have been implemented to deliver the outcome. State if there is anything new to those listed in Schedule 2 of the contract:

Please provide details of progress towards the delivery of agreed outcomes (including key performance indicators and agreed targets):

Please tell us about any issues or challenges you have faced in delivering the activities and outcomes listed in Schedule 2 of the contract:

Section 2 - General Information

Please provide an update on the progress of the evaluations, including what is being evaluated, how and by whom. Please include indicative timetable.

Please provide any further supporting information that you believe is relevant to the delivery of the outcomes listed in Schedule 2.

Please provide details of any added value that has been achieved through delivering the commissioned outcomes:

Signed:

Print name:

Position:

Date:



Borough Council of
Wellingborough

Local Solutions in the Borough of Wellingborough 2014/15

THIS CONTRACT is made the day of 2014

BETWEEN:

- (1) The Office of the Police and Crime Commissioner for Northamptonshire of Wootton Hall, Northampton, NN4 0JQ (the "**OPCC**"); and
- (2) The Borough Council of Wellingborough of Swanspool House, Doddington Road, Wellingborough, Northamptonshire NN8 1BP (the "**Supplier**");

each of the OPCC and the Supplier being a **Party** and together the OPCC and the Supplier are the Parties.

THE PARTIES AGREE AS FOLLOWS

1 Definitions and Interpretation

- 1.1 The terms and expressions used in this Contract shall have the meanings set out below:
- 1.1.1 **“Authorised Representative”** means those persons appointed by the Parties in accordance with Clause 13 of this Contract;
 - 1.1.2 **“Commencement Date”** means the 1st April 2014;
 - 1.1.3 **“Data Protection Legislation”** means the Data Protection Act 1998, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and any legislation implementing the Data Protection Directive 95/46/EC of 24 October 1995 or the Privacy and Electronic Communications Directive 2002/58/EC of 12 July 2002;
 - 1.1.4 **“Data Controller”, “Data Processor”, “Data Subject”, “Personal Data”** and **“Processing”** have the meaning given to them in the Data Protection Legislation;
 - 1.1.5 **“Expiry Date”** means the 31st March 2015;
 - 1.1.6 **“EIR”** means the Environmental Information Regulations 2004;
 - 1.1.7 **“FOIA”** means the Freedom of Information Act 2000;
 - 1.1.8 **“Force Majeure Event”** means an event or sequence of events beyond a Party's reasonable control preventing or delaying it from performing its obligations under this Contract;
 - 1.1.9 **“Service”** means any of the services which form part of the Project as specified in the Schedules 1-3;
 - 1.1.10 **“Fee”** means the sum or sums of money stated in the Schedule 3 that are to be paid by the OPCC to the Supplier under the terms of this Contract;
 - 1.1.11 **“Fee Conditions”** means the purpose and conditions of the Fee set out in Clause 3;
 - 1.1.12 **“Good Industry Practice”** means standards, practices, methods and procedures conforming to the Law and the exercise of that degree of skill, diligence, prudence and foresight which, at the relevant time, would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in the same or a similar type of undertaking as the relevant Party under the same or similar circumstances, seeking in good faith to comply with its contractual and other obligations.
 - 1.1.13 **“Contract Period”** means the period from the Commencement Date to:
 - (a) the Expiry Date, or
 - (b) following an extension pursuant to Clause 2.2, the date of expiry of the extended period,or such earlier date of termination or partial termination of this Contract in accordance with the Law or the provisions of this Contract.
 - 1.1.14 **“Intellectual Property Rights”** means patents, inventions, trademarks, service marks, logos, design rights (whether registerable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether registerable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off;
 - 1.1.15 **“Law(s)”** means any applicable law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code, rule of court or directives or requirements of any Regulatory Body, delegated or subordinate legislation or notice of any Regulatory Body;
 - 1.1.16 **“Outcomes”** means the Outcomes for the Project and/or the Service (as appropriate) set out in the Schedule 2;
 - 1.1.17 **“Project”** means the project set out in the Schedules 1- 3;

- 1.1.18 **“Regulatory Bodies”** means those government departments and regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate or influence the matters dealt with in this Contract or any other affairs of the OPCC and **“Regulatory Body”** shall be construed accordingly;
 - 1.1.19 **“VAT”** means value added tax in accordance with the provisions of the Value Added Tax Act 1994 and any similar fiscal or sales tax;
 - 1.1.20 **“Service Users”** means anyone who accesses the services or benefits from the activity and interventions provided by the supplier or their partners to deliver the **Outcomes**
 - 1.1.21 **“Working Day”** means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
- 1.2 Unless the context otherwise requires, the interpretation and construction of this Contract shall be subject to the following provisions:
- 1.2.1 words importing the singular meaning include where the context so admits the plural meaning and vice versa;
 - 1.2.2 words importing the masculine include the feminine and the neuter;
 - 1.2.3 references to Clauses or to the Schedules are to clauses or the schedules of this Contract;
 - 1.2.4 references to legislation:
 - (a) include any secondary or subordinate legislation made under or pursuant to that legislation; and
 - (b) include any modification or re-enactment of that legislation;
 - 1.2.5 reference to any person shall include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees;
 - 1.2.6 the words “include”, “includes” and “including” are to be construed as if they were immediately followed by the words “without limitation”;
 - 1.2.7 headings are included in this Contract for ease of reference only and shall not affect the interpretation or construction of this Contract;
 - 1.2.8 references to this Contract means:
 - (a) the Clauses;
 - (b) the Schedules; and
 - (c) any other documents referred to in or attached to the Schedules; and
 - 1.2.9 in the event and to the extent only of any conflict between the Clauses and the Schedules, the Clauses shall prevail.

2 Commencement and Duration

- 2.1 The rights and obligations of the Parties under this Contract shall be deemed to have taken effect on the Commencement Date and shall continue in force for the Contract Period.
- 2.2 Subject to Clause 2.3, the Parties may by Contract in writing signed by each Party’s Authorised Representative extend the Contract Period for not more than three months’ from the Expiry Date.
- 2.3 Any Contract to extend the term of this Contract beyond the Expiry Date shall include an Contract as to any Fee payable for such extension period.
- 2.4 Where this Contract is extended in accordance with Clauses 2.2 and 2.3, all other provisions of this Contract shall continue in full force and effect during any period of extension.

3 Fee Conditions

- 3.1 The Supplier shall use the Fee:
- 3.1.1 for the purposes set out in, and in accordance with the scope and nature of, the Project and the relevant Service;
 - 3.1.2 to achieve the Outcomes; and
 - 3.1.3 in accordance with the terms and conditions of this Contract.
- 3.2 The Supplier shall not be permitted to change, amend or vary the purposes, scope or nature of the Project or an individual Service without the prior written consent of the OPCC.
- 3.3 The Supplier shall **not** use the Fee for the following:
- 3.3.1 the payment of any capital or operating expenditure incurred prior to the Commencement Date;
 - 3.3.2 the payment or part payment for any post employed by the Supplier, including community safety officers;
 - 3.3.3 any activity which is party-political in intention, use, or presentation;
 - 3.3.4 to support or promote religious activity (excluding inter-faith activity).
- 3.4 The Service(s) must be in the interests of the Service Users and be:
- 3.4.1 free of charge;
 - 3.4.2 confidential;
 - 3.4.3 non-discriminatory (including being available to all regardless of residence status, nationality or citizenship);
 - 3.4.4 available whether or not a crime has been reported to the police; and
 - 3.4.5 available before, during and for an appropriate time after any police investigation or criminal proceedings.
- 3.5 Where the Fee relates to more than one Service, the Supplier may not use Fee provided for one Service for or in respect of another Service.

4 Payment of the Fee

- 4.1 The OPCC shall pay the Fee to the Supplier by instalments as set out in the Schedule 3 to the Supplier's nominated bank account notified to the OPCC in writing on or before the Commencement Date.
- 4.2 If any amount due under this Contract is subject to VAT other any other tax, the OPCC shall not be responsible to pay to the Supplier for that VAT or other tax in addition to the Fee.
- 4.3 The Supplier shall notify the OPCC as soon as reasonably practice if any underspend is forecast.
- 4.4 If an overpayment of the Fee is made at any time, the Supplier shall repay any overpayment within 30 days of receiving any request for repayment from the OPCC.

5 Warranties

- 5.1 The Supplier warrants and represents to the OPCC that:
- 5.1.1 it has the right, power and authority to enter into this Contract and to perform its obligations under this Contract;
 - 5.1.2 all information provided by the Supplier to the OPCC is at the Commencement Date true and accurate and that it is not aware, having made all reasonable enquiries and to the best of its knowledge and belief, that any change will occur after the Commencement Date which will render that information untrue or misleading in any respect and that there has been no material adverse change in the business, assets, operation or prospects of the Supplier that will affect the Project (or any Service) since the date any information was provided;

5.1.3 none of the information provided by the Supplier to the OPCC infringes the Intellectual Property Rights of any third party; and

5.1.4 any services (including Services) included within the Project will be performed:

- (a) by suitably qualified and competent personnel who shall exercise all due skill and care and all due diligence in their execution of the services;
- (b) in accordance with Good Industry Practice;
- (c) so as to conform with all applicable Law relating to those services and the Project.

5.2 The Supplier shall notify the OPCC in writing as soon as it is reasonably able upon becoming aware of any breach of any warranty or representation set out in Clause 5.1. When notifying the OPCC of a breach the Supplier shall use all reasonable endeavours to provide such documentation, information, details and assistance in respect of the breach that the OPCC may reasonably request.

6 Compliance with Law

6.1 The Supplier shall comply, and shall (at its own expense unless expressly agreed otherwise) ensure that its employees, agents and representatives shall comply, with all applicable Laws in the performance of the Supplier's duties under this Contract, provided that the Supplier shall not be liable for any breach to the extent that such breach is directly caused or contributed to by any act or default of the OPCC or its employees, agents and representatives.

7 Intellectual Property Rights

7.1 The Supplier shall Contract to the OPCC at no cost an irrevocable, royalty-free perpetual license to use and to sub-license the use of any material created by the Supplier under the terms of this Contract for such purposes as the OPCC shall deem appropriate.

7.2 The Supplier shall indemnify and keep indemnified and hold harmless the OPCC from and against any losses, damages, liability, costs (including legal fees) and expenses incurred by it as a result of or in connection with any action, demand or claim that use or possession of any information supplied by it to the OPCC or in connection with the Project, the Service(s) or the provision of any services by it pursuant to the Project or any Service, infringes the Intellectual Property Rights of any third party ("IPR Claim").

8 Exclusion and limitation of liability

8.1 Neither Party limits its liability for:

8.1.1 death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors (as applicable); or

8.1.2 fraud or fraudulent misrepresentation by it or its employees.

8.2 Subject to Clause 8.1, the OPCC's total aggregate liability in respect of all claims, losses or damages, whether arising from contract, tort (including negligence) or otherwise under or in connection with this Contract shall in no event exceed the aggregate of sums paid by it to the Supplier or, if greater, an amount equivalent to the Fee.

8.3 Subject to Clause 8.1, the OPCC shall not be liable to the Supplier for:

8.3.1 any indirect, special or consequential loss or damage;

8.3.2 any loss of profits, turnover, data, business opportunities, anticipated savings or damage to goodwill (whether direct or indirect); or

8.3.3 any loss, whether direct or indirect, arising from:

- (a) the Supplier conducting or undertaking the Project or an individual Service; or
- (b) the use of the Fee, its late payment (in whole or in part) or its withdrawal.

9 Confidentiality

- 9.1 The Supplier shall keep in strict confidence, and use only for the purpose of performing its obligations under this Contract, all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Supplier by (or on behalf of) the OPCC and any other confidential information concerning the OPCC's operations which the Supplier may obtain and the Supplier shall restrict disclosure of such confidential information to such of its employees, agents or sub-contractors as need to know the same for the purpose of performing its obligations under this Contract and shall ensure that such employees, agents or sub-contractors are subject to like obligations of confidentiality and restrictions of use as bind the Supplier.

10 Data Protection

- 10.1 The Supplier, as Data Controller for any Personal Data used for Processing in connection with the Project and/or a Service, shall comply with all of its obligations under the Data Protection Legislation and shall not indicate to any Data Subject that the OPCC is a Data Controller or Data Processor of that Personal Data.
- 10.2 The Supplier shall indemnify and keep indemnified and hold harmless the OPCC on demand against any costs, claims and proceedings, damages and other liabilities (including monetary penalties or other regulatory fines) incurred by the OPCC as a result of the breach of this Clause 10 by the Supplier or its permitted sub-Processors.
- 10.3 The Supplier consents to the OPCC holding and Processing personal data relating to the Supplier and the Supplier agrees that the OPCC may Process and disclose such data internally and so far as is reasonably necessary externally for the purposes of complying with statutory requirements, meeting the OPCC's legitimate interests and complying with this Contract. The OPCC shall Process Personal Data relating to the Supplier in accordance with the Data Protection Legislation.

11 Freedom of Information and Transparency Obligations

- 11.1 The Supplier acknowledges that the OPCC is subject to the requirements of the FOIA and the EIR and shall assist and co-operate with the OPCC (at the Supplier's expense) to enable the OPCC to comply with the requirements of the FOIA and EIR, including but not limited to transferring (or procuring the transfer) to the OPCC any request for information pursuant to the FOIA or EIR received by the Supplier (or any of its sub-contractors) as soon as practicable following receipt and in any event within three Working Days of receipt.
- 11.2 In no event shall the Supplier respond to a request for information under the FOIA or EIR without the prior written consent of the OPCC.
- 11.3 The Supplier acknowledges that the OPCC may be obliged under the FOIA or the EIR to disclose information:
- 11.3.1 without consulting with the Supplier; or
 - 11.3.2 following consultation with the Supplier and having taken its views into account, provided always that where Clause 11.3.2 applies the OPCC shall, in accordance with the recommendations of the Secretary of State for Constitutional Affairs' Code of Practice on the discharge of a public authorities' functions under Part 1 of FOIA, take reasonable steps, where appropriate, to give the Supplier advanced notice, or failing that, to draw the disclosure to the Supplier's attention after any such disclosure.
- 11.4 The Supplier shall ensure that all Information (as defined by the FOIA) produced in the course of this Contract or relating to this Contract is retained for disclosure and shall permit the OPCC to inspect such records as requested from time to time.
- 11.5 The Supplier acknowledges that the OPCC is subject to certain transparency and disclosure obligations set out in the Elected Local Policing Bodies Specified Information Order 2011 (as amended) ("**Transparency Obligations**").
- 11.6 The Supplier gives consent to the OPCC to publish the contents of this Contract and information regarding any tender process related to the Project and/or a Service to enable it to comply with its Transparency Obligations.

- 11.7 The Supplier acknowledges that:
- 11.7.1 the OPCC shall be responsible for determining, at its absolute discretion, whether any information is exempt from disclosure or should be disclosed pursuant to the FOIA, EIR and/or the Transparency Obligations and to what extent it may or shall redact any information disclosed; and
 - 11.7.2 any lists or schedules provided by the Supplier outlining confidential information are of an indicative value only and that the OPCC may be obliged to disclose confidential information in accordance with Clause 11.3 and/or Clause 11.5.

12 Discrimination

- 12.1 The Supplier shall, and shall use all reasonable endeavours to procure that its employees, agents and sub-contractors shall:
- 12.1.1 not unlawfully discriminate either directly or indirectly on such grounds as race, colour, ethnic or national origin, disability, sex or sexual orientation, religion or belief, or age; and
 - 12.1.2 without prejudice to the generality of the foregoing, not unlawfully discriminate within the meaning and scope of Sex Discrimination Act 1975, the Equal Pay Acts 1970 and 1983, the Disability and Discrimination Act 1995, the Human Rights Act 1998, the Employment Equality (Sexual Orientation) Regulations 2003, the Employment Equality (Religion or Belief) Regulations 2003, provisions of the Equality Act 2010 or any other relevant or equivalent legislation (including any equivalent legislation from time to time in force in any other jurisdiction in which any activities are carried out under or in connection with this Contract by the Supplier or any of its Staff or sub-contractors) or any statutory modification or re-enactment thereof.

13 Authorised Representatives

- 13.1 The OPCC's Authorised Representative shall be Matthew Chester, Head of Policy or such other person appointed as such by the OPCC and notified to the Supplier pursuant to Clause 32.
- 13.2 The Supplier's Authorised Representative shall be Gill Chapman, Principal Community Support Manager, or such other person appointed as such by the Supplier and notified to the OPCC pursuant to Clause 32.

14 Review, Monitoring and Information

- 14.1 The Supplier shall provide such information, and any supporting documentation, in relation to the performance of its obligations and compliance with the Law required under this Contract (including information in respect of progress towards achieving the Outcomes and any monitoring information identified in Schedule 4) as the OPCC may reasonably request from time to time. Such information shall be provided in the format and within the timescales as the OPCC reasonably requests from time to time. The Supplier shall ensure that all such information is accurate and complete and, in respect of any information required by the OPCC for tendering purposes, shall notify the OPCC without delay of any changes to information previously provided to the OPCC.
- 14.2 The Supplier shall meet with the OPCC from time to time, at such intervals and in such places reasonably requested by the OPCC, in order to discuss the Project, a Service and/or progress towards achieving the Outcomes and to identify any lessons learned for future projects and/or future Contracts of Fee. The OPCC shall be permitted to share information arising from such meeting with the Chief Constable of its police force and/or with police and crime commissioners and/or chief constables of other police forces.

15 Records

- 15.1 The Supplier shall maintain (and procure that any of its agent and sub-contractors maintain) comprehensive and up-to-date records of its capital and operating expenditure in respect of the Project, and each Service, including such details as the OPCC may reasonably require to ensure that the Fee is being used in accordance with this Contract solely for and in connection with the Project and/or the relevant Service.

- 15.2 The Supplier shall (and shall procure that its agents and sub-contractors shall) make its (or their) records and books of account in relation to the Fee available to the OPCC or any person nominated by the OPCC for the purposes of inspection and audit on the giving of reasonable notice by the OPCC.
- 15.3 The Supplier shall keep all records relating to the Fee for a period of seven years from expiry of the Contract Period.
- 15.4 Upon request, the Supplier shall send to the OPCC a copy of its audited accounts.

16 Procurement by the Supplier

- 16.1 In so far as the Supplier procures any goods, services or works from any third party in order to achieve the Outcomes, then it shall do so in accordance with:
- 16.1.1 the Supplier's standing orders and any other reasonable instructions given by the OPCC;
- 16.1.2 the Public Contracts Regulations 2006 and all other Law governing public procurement as a Contracting Authority within the meaning of those Laws. In addition and without limiting the generality thereof, the Supplier must secure the best value for money and must act in a fair, open and non-discriminatory manner in all purchases of goods and services; and
- 16.1.3 its own procurement processes and financial regulations.
- 16.2 The Supplier shall permit the OPCC or any person nominated by the OPCC to attend and observe any pre-tender meetings, tender evaluations and bidder presentations for the purpose of satisfying the OPCC that any procurement process is conducted in accordance with the terms of this Contract.
- 16.3 If any Fee provided by the OPCC is used to procure goods or services and VAT is included in the cost, the Supplier shall recover that VAT from HM Customs and Excise where it is recoverable and use it to deliver the services required under this Contract to achieve the Outcomes.

17 Purchase of Capital Equipment

- 17.1 The Supplier shall account for the Fee on an accruals basis. This requires the cost of goods or services to be recognised when the goods or services are received, rather than when they are paid for.
- 17.2 If any capital asset costing more than £1,000 is purchased with funds provided by the OPCC, the asset must not be sold or otherwise disposed of within five years of purchase without the OPCC's written consent. The OPCC may require the repayment of all or part of any proceeds of any disposal or sale.
- 17.3 The Supplier must not attempt to raise a mortgage or other charge on OPCC-funded assets without the prior written approval of the OPCC.
- 17.4 The Supplier shall maintain a register of any capital assets purchased with funds provided by the OPCC. This register will record, as a minimum, (a) the date the item was purchased; (b) the price paid; and (c) the date of disposal (in due course).

18 Publicity

- 18.1 The Supplier shall acknowledge the Fee in its annual report and accounts, including an acknowledgement that the OPCC was the source of the Fee, in a form reasonably acceptable to the OPCC.
- 18.2 The OPCC shall be entitled to promote the Fee of the Project (including the Service(s)) in any publicity material or media statement issued by the OPCC.
- 18.3 The Supplier shall (and shall use all reasonable endeavours to procure that its employees, agents, professional advisers and sub-contractors shall) not make any press announcement or publicise this Contract, the Project, any Service or any part thereof in any way, except with the express prior written consent of the OPCC.

18.4 The Supplier shall (and shall use all reasonable endeavours to procure that its employees, agents, professional advisers and sub-contractors shall) not include in any published material the name, logo or style of "Northamptonshire Police" nor "Office of the Police and Crime Commissioner for Northamptonshire"; any Intellectual Property Rights associated therewith; nor any photograph or drawing depicting any officer of Northamptonshire Police force without the OPCC's prior written consent.

19 Indemnity

19.1 The Supplier shall indemnify the OPCC on demand from and against all liabilities arising from third party actions, claims or demands brought against the OPCC for breach of statutory duty concerning the Service(s) which may arise out of or in consequence of a breach by the Supplier of its obligations under this Contract.

20 Breach of Fee Conditions

20.1 If the Supplier fails to comply with any of the Fee Conditions set out in this Contract, or if any of the events mentioned in Clause 20.2 occur, then the OPCC may withhold payment of any future instalment of the Fee and/or require all or any part of the Fee to be repaid. The Supplier must repay any amount required to be repaid under this Clause 20 within 30 days of receiving the demand for repayment.

20.2 The events referred to in Clause 20.1 are as follows:

20.2.1 the Supplier purports to transfer or assign any rights, interests or obligations arising under this Contract without the Contract in advance of the OPCC;

20.2.2 any information provided in relation to the Fee (or in a claim for payment) or in any subsequent supporting correspondence is found to be incorrect or incomplete to an extent which the OPCC considers to be material;

20.2.3 any member of the Supplier's governing body, staff or volunteers acts dishonestly or fraudulently;

20.2.4 the Supplier takes inadequate measures to investigate and resolve any reported irregularity.

20.3 If during the term of this Contract there is a breach of the Fee Conditions in respect of any of the Services the OPCC may (at its option) write to the Supplier giving particulars of the breach and in that event:

20.3.1 the Supplier shall provide the OPCC with a draft performance improvement plan for that Service within 10 Working Days of the date of the Breach Notice;

20.3.2 the OPCC shall either accept the draft performance improvement plan within five Working Days of receipt or inform the Supplier why it cannot accept the draft performance improvement plan; and

20.3.3 if the OPCC does not accept the draft performance improvement plan:

(a) the Parties shall then meet to discuss the OPCC's concerns,

(b) the Supplier shall provide a revised draft performance improvement plan within five Working Days of the meeting; and

(c) if the draft performance improvement plan cannot then be agreed, the OPCC shall be entitled to serve three months' notice of termination in writing upon the Supplier in respect of that Service. Such notice shall not have the effect of terminating this Contract in respect of other Services.

21 Termination

21.1 This Contract does not represent a commitment to renew or continue financial support to the Supplier for the Project, any Service or any other purpose and the OPCC gives no warranty or assurance that further Fee will be made available after the Expiry Date.

21.2 The OPCC may, without prejudice to its other rights and remedies, by notice in writing to the Supplier immediately terminate this Contract or the Fee for a specified Service:

- 21.2.1 if the Fee or any part of the Fee is being used for any purpose other than the purpose set out in this Contract; or
- 21.2.2 if the Supplier:
- (a) has been involved in any illegal activity or improper act in its administration;
 - (b) is in material or persistent breach of any of its obligations under this Contract (or the relevant Service) and if that breach is capable of remedy and the Supplier has failed to remedy that breach within 20 Working Days after receiving written notice requiring it to remedy that breach; or
 - (c) is unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986) or becomes insolvent or an order is made or a resolution passed for the administration, winding-up or dissolution of the Supplier (otherwise than for the purposes of a solvent amalgamation or reconstruction) or an administrative or other receiver, manager, liquidator, administrator, trustee or similar officer is appointed over all or any substantial part of the assets of the Supplier or the Supplier enters into or proposes any composition or arrangement with its creditors generally or any analogous event occurs in any applicable jurisdiction; or
 - (d) ceases or threatens to cease carrying on its business; and
- 21.2.3 in the circumstances set out in Clauses 20.3.3(c), 24.4, 25.5 or 36.2.
- 21.3 Where, in the reasonable opinion of the OPCC, any Fee secured by the Supplier, whether notified to it by the Supplier pursuant to Clause 3.4 or otherwise, is duplicate Fee for the Project or a specific Service, then the OPCC may terminate this Contract on 5 Working Days' notice in writing to the Supplier.
- 21.4 The Supplier may terminate this Contract in relation to Fee for a specific Service by providing not less than 3 months' notice in writing to the OPCC specifying the Service to which the notice relates.
- 21.5 In the event of termination of this Contract for any reason or upon its expiry:
- 21.5.1 the OPCC shall not be liable to make any payment of any unpaid or future instalments of the Fee in respect of the terminated Service(s);
 - 21.5.2 each Party shall within 5 Working Days of such termination or expiry return (or, at the other Party's option, destroy) all Confidential Information (and any other information) belonging to the other Party in its possession or under its control and all copies of such information in respect of the terminated Service(s); and
 - 21.5.3 the Supplier shall:
 - (a) return to the OPCC any assets or property (unless the OPCC gives its written consent to their retention or sale) that are in its possession in connection with the terminated Service(s); and
 - (b) repay to the OPCC any unspent Fee for the terminated Service(s) within 5 Working Days, to the bank account notified to the Supplier in writing on or before termination or expiry.
- 21.6 Termination of this Contract for whatever reason shall not operate to affect any provisions that expressly or by implication survive termination.

22 Insurance

- 22.1 The Supplier shall take out and maintain a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Supplier, arising out of the Supplier's performance of its obligations under this Contract including death or personal injury, loss of or damage to property or any other loss together with any other insurances as may be required by Law.
- 22.2 The Supplier shall provide to the OPCC on request satisfactory evidence of the existence of the insurance referred to in Clause 22.1 together with evidence that the relevant premiums have been paid and that those insurances are in full force and effect.

22.3 If the Supplier is in breach of Clause 22.1 or Clause 22.2, the OPCC may pay any premiums required to keep such insurance in force or itself procure such insurance and may, in either case, recover such amounts from the Supplier on written demand, together with all expenses incurred in procuring such insurance.

22.4 The Supplier undertakes that it shall not do, or omit to do, anything to vitiate either in whole or in part any of the insurance cover that it is obliged to have and maintain under this Clause 22.

23 Dispute Resolution

23.1 In the event of a dispute arising out of or in connection with this Contract, it shall be resolved pursuant to this Clause 23.

23.2 Nothing in this dispute resolution procedure shall prevent a Party from seeking from any court of competent jurisdiction an interim order restraining the other Party from doing any act or compelling the other Party to do any act.

23.3 The Parties shall each use reasonable endeavours to resolve any dispute by means of a prompt and bona fide discussion between the Authorised Representatives.

23.4 In the event that a dispute is not resolved within five Working Days of any discussion between the Authorised Representatives in accordance with Clause 23.3, it shall be referred to the OOPCC's Chief Executive and the Supplier's Chief Executive to resolve.

23.5 If the dispute is not resolved within 10 Working Days of escalation of the dispute in accordance with Clause 23.4, the Parties shall refer it to mediation pursuant to the procedure set out in Clause 23.7 unless either Party does not agree to mediation.

23.6 The obligations of the Parties under this Contract shall not cease, or be suspended or delayed by the reference of a dispute to mediation and each Party, its sub-contractors and their officers, employees and agents shall comply fully with the requirements of this Contract at all times.

23.7 The procedure for mediation and consequential provisions relating to mediation are as follows:

23.7.1 A neutral adviser or mediator (the "**Mediator**") shall be chosen by Contract between the Parties or, if they are unable to agree upon a Mediator within 10 Working Days after a request by one Party to the other or if the Mediator agreed upon is unable or unwilling to act, either Party shall within 10 Working Days from the date of the proposal to appoint a Mediator or within 10 Working Days of notice to either Party that he is unable or unwilling to act, apply to Centre for Effective Dispute Resolution to appoint a Mediator.

23.7.2 The Parties shall within 10 Working Days of the appointment of the Mediator meet with the Mediator in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations to be held. If considered appropriate, the Parties may at any stage seek assistance from Centre for Effective Dispute Resolution to provide guidance on a suitable procedure.

23.7.3 Unless otherwise agreed, all negotiations connected with the dispute and any settlement Contract relating to it shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings.

23.7.4 If the Parties reach Contract on the resolution of the dispute, the Contract shall be recorded in writing and shall be binding on the Parties once it is signed by their Authorised Representatives.

23.7.5 If the Parties fail to reach Contract within 60 Working Days of the Mediator being appointed, or such longer period as may be agreed by the Parties, then any dispute or difference between them may be referred to the Courts.

23.8 Subject to Clause 23.2, the Parties shall not institute court proceedings until the procedures set out in Clauses 23.3, 23.4 and 23.5 have been completed.

24 Prevention of Corruption

24.1 The Supplier or anyone associated with the Supplier shall not:

- 24.1.1 offer or give, or agree to give, to the OPCC or any other public body or any person employed by or on behalf of the OPCC or any other public body any gift or consideration of any kind as an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of this Contract or any other contract with the OPCC or any other public body, or for showing or refraining from showing favour or disfavour to any person in relation to this Contract or any such contract;
- 24.1.2 commit any offence under the Prevention of Corruption Acts 1889 to 1916, or Section 117(2) of the Local Government Act 1972 or the Bribery Act 2010 or under Law creating offences in respect of fraudulent acts or at common law in respect of fraudulent acts in relation to this Contract or any other contract with the OPCC.
- 24.2 For the purpose of this Clause 24, whether a person is associated with another person shall be determined in accordance with section 8 of the Bribery Act 2010 and a person associated with the Supplier includes, but is not limited to, any sub-contractor of the Supplier.
- 24.3 The Supplier warrants that it has not paid commission or agreed to pay commission to the OPCC or any other public body or any person employed by or on behalf of the OPCC or any other public body in connection with this Contract.
- 24.4 If the Supplier, or anyone acting on the Supplier's behalf, engages in conduct prohibited by Clause 24.1 or Clause 24.3, the OPCC may terminate this Contract and recover from the Supplier the amount of any Fee paid to the Supplier together with any loss sustained by the OPCC in consequence of any breach of those Clauses.
- 24.5 Any dispute, difference or question arising in respect of the interpretation of this Clause 24 including the right of the OPCC to terminate this Contract, shall be decided by the OPCC, whose decision shall be final and conclusive.

25 Conflict of Interest and Prevention of Fraud

- 25.1 The Supplier shall take all reasonable steps, in accordance with Good Industry Practice, to:
 - 25.1.1 ensure that neither the Supplier nor any of its employees, agents or representatives is placed in a position where, in the reasonable opinion of the OPCC, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Supplier and the duties owed to the OPCC under the provisions of this Contract; and
 - 25.1.2 prevent fraud by its employees, agents and representatives (including its shareholders, members and directors) in connection with the receipt of monies from the OPCC.
- 25.2 Without prejudice to the generality of Clause 25.1, the Supplier shall set up formal procedures to require all persons involved in the use of the Fee to declare any personal or financial interest in any matter concerning the Supplier's activities and to be excluded from any discussion or decision-making relating to the matter concerned.
- 25.3 The Supplier shall disclose to the OPCC without delay full particulars of any such conflict of interest which may arise and if the Supplier has any grounds for suspecting financial irregularity in the use of any money paid under this Contract, it shall notify the OPCC immediately, explain what steps are being taken to investigate the suspicion, and keep the OPCC informed about the progress of the investigation.
- 25.4 For the purposes of Clause 25.3, "financial irregularity" includes fraud or other impropriety, mismanagement, and the use of the Fee for purposes other than those intended by the OPCC.
- 25.5 If the Supplier or its employees, agents or representatives commits fraud in relation to this Contract or any contract with the OPCC, the OPCC may terminate this Contract and recover from the Supplier the amount of any Fee paid to the Supplier together with any loss sustained by the OPCC in consequence of any breach of this Clause 25.

26 Variation

- 26.1 No amendment or variation to this Contract shall have effect unless made in writing and executed on behalf of the Parties.

27 Relationship

- 27.1 The Parties are independent entities and not partners, principal and agent, or employer and employee, or in any other relationship of trust to each other. Nothing in this Contract shall create a partnership or joint venture between the Parties nor authorise any Party to enter into any contact or commitment for and on behalf of the other Party.

28 Counterparts

- 28.1 This Contract may be executed in counterparts, each of which when executed and delivered shall constitute an original but all counterparts together shall constitute one and the same instrument.

29 Severability

- 29.1 If any provision of this Contract is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions of this Contract shall continue in full force and effect as if this Contract had been executed with the invalid, illegal or unenforceable provision eliminated.
- 29.2 In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of this Contract, the OPCC and the Supplier shall immediately commence good faith negotiations to remedy such invalidity.

30 Remedies Cumulative

- 30.1 Except as otherwise expressly provided by this Contract, all rights and remedies available to either Party under this Contract or otherwise are cumulative and may be exercised concurrently or separately, and the exercise of any one right or remedy shall not be deemed an election of such right or remedy to the exclusion of, and shall be without prejudice to the availability of, any other right or remedy.

31 Waiver

- 31.1 The failure of either Party to insist upon strict performance of any provision of this Contract, or the failure of either Party to exercise, or any delay in exercising, any right or remedy shall not constitute a waiver of that right or remedy and shall not cause a diminution of the obligations established by this Contract.
- 31.2 No waiver shall be effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with Clause 32.
- 31.3 A waiver of any right or remedy arising from a breach of this Contract shall not constitute a waiver of any right or remedy arising from any other or subsequent breach of this Contract.

32 Notices

- 32.1 All notices and other communications in relation to this Contract shall be in writing and shall be deemed to have been duly given if personally delivered, or mailed (first class postage prepaid) to an Authorised Representative at the address of the relevant Party, as referred to above or otherwise notified in writing. If personally delivered all such communications shall be deemed to have been given when received (except that if received on a non-Working Day or after 5.00pm on any Working Day they shall be deemed received on the next Working Day) and if mailed all such communications shall be deemed to have been given and received on the second Working Day following such mailing.
- 32.2 For the avoidance of doubt, any notice given under this Contract shall not be validly served if sent by electronic mail and not confirmed by a letter sent by post.

33 Assignment and sub-contracting

- 33.1 The Supplier may not, without the OPCC's prior written consent, assign or sub-contract any right or obligation under this Contract, in whole or in part.

34 Contracts (Rights of Third Parties) Act 1999

34.1 This Contract does not and is not intended to confer any contractual benefit on any person who is not a Party to this Contract pursuant to the terms of the Contract (Rights of Third Parties) Act 1999. This does not affect any right or remedy of such a person that exists or is available apart from that Act.

35 Entire Contract

35.1 This Contract constitutes the entire Contract and understanding between the Parties and supersedes any previous arrangement, understanding or Contract between them relating the Services.

35.2 The Supplier acknowledges and agrees that it has not been induced to enter into this Contract in reliance upon, and in connection with this Contract, does not have any remedy and waives all rights in respect of, any warranty, representation, statement, Contract or undertaking of any nature whatsoever other than as expressly set out in this Contract, except that this Clause 35.2 shall not exclude liability in respect of any fraudulent misrepresentation.

36 Force Majeure

36.1 Neither Party shall be liable to the other Party for any delay or non-performance of its obligations under this Contract arising from any cause or causes due to a Force Majeure Event, provided that it:

36.1.1 promptly notifies the other Party of the Force Majeure Event and its expected duration; and

36.1.2 uses reasonable endeavours to minimise the effects of that event.

36.2 If, due to a Force Majeure Event, a Party is delayed in or prevented from performing its obligations for a continuous period of more than 5 Working Days OR more than 10 Working Days in any 12 month period, the OPCC may terminate this Contract immediately by notice in writing served on the Supplier.

37 Governing Law

37.1 This Contract shall be governed by and construed in accordance with the Law of England and, subject to Clause 23, the Parties irrevocably submit to the exclusive jurisdiction of the English courts.

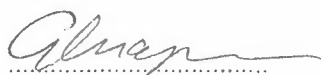
This Contract has been entered into on the date first above written

**Signed for and on behalf of
the Police and Crime
Commissioner for Northamptonshire:**



Authorised Officer

**Signed for and on behalf of
Supplier**



Authorised Officer

SUMMARY SCHEDULE

Initiative	Local Solutions in the Borough of Wellingborough 2014/15, see Schedule 1 – Introduction appended hereto																
Services	See SCHEDULE 2 – Outcomes, delivery and key performance indicators																
Fee	£37,638																
Details of Payment of Fee / Fee Payment Plan	<p>See SCHEDULE 3 – Funding allocations, monitoring and payments and subject to compliance with the terms of this Contract, the Fee will be paid on the following dates:</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th>Period</th> <th>Monitoring meeting</th> <th>Maximum payment</th> <th>Invoice/payment Date</th> </tr> </thead> <tbody> <tr> <td>1 April – 30 September 2014</td> <td></td> <td>£12,546</td> <td>July</td> </tr> <tr> <td>1 October – 31 December 2014</td> <td>September</td> <td>£12,546</td> <td>October</td> </tr> <tr> <td>1 January – 31 March 2015</td> <td>December</td> <td>£12,546</td> <td>January</td> </tr> </tbody> </table> <p>Payment of invoices is within 30 days of receipt of invoice and completed monitoring information as set out below.</p>	Period	Monitoring meeting	Maximum payment	Invoice/payment Date	1 April – 30 September 2014		£12,546	July	1 October – 31 December 2014	September	£12,546	October	1 January – 31 March 2015	December	£12,546	January
Period	Monitoring meeting	Maximum payment	Invoice/payment Date														
1 April – 30 September 2014		£12,546	July														
1 October – 31 December 2014	September	£12,546	October														
1 January – 31 March 2015	December	£12,546	January														
Monitoring Information	To support this, the Borough Council of Wellingborough will be required to submit a completed monitoring form using the template set out in SCHEDULE- 4. Additional information may be identified and requested prior to subsequent to the meeting. Payments may be dependent on the provision of this information.																

For the avoidance of doubt Schedules 1-4 appended hereto form part of the Contract.

SCHEDULE 1 - Introduction

Initiative

Local Solutions in the Borough of Wellingborough 2014/15

Purpose

The Police and Crime Commissioner for Northamptonshire has created a *Local Solutions Fund* as a replacement intentions following the removal of the Home Office Community Safety Fund, implementing the Commissioning Framework that sets out the processes and principles for the way all services are being commissioned.

The Police and Crime Commissioner commissions the Borough Council of Wellingborough to deliver mutually agreed outcome(s) that tackle local crime and community safety problems and deliver against the stated outcomes explicitly articulated in the county's Police and Crime Plan. This relationship will be a matter of public record.

The process is intended to reinforce local delivery through the testable application of the following steps that the evidence base tells us is how to effectively prevent crime, which were articulated in the February 2013 consultation *Preventing Crime: It is time to do things*:

1. Focus in on a clearly defined crime problem
2. The crime problem then needs to be properly analysed and understood
3. Solutions put in place need to fit the analysis of the problem and have been evidenced to work or robustly evaluated

And must also satisfy:

4. Development of sustainable community-based initiatives

The Borough Council of Wellingborough will have discretion as to how these outcomes can be best delivered. The *Office of Faith-Based and Community Initiatives* will work with South Northamptonshire Council to provide support and guidance as required.

SCHEDULE 2 – Outcomes, delivery and key performance indicators

The agreed outcomes, identified activities and key performance indicators are set out in the table below:

OUTCOME	KEY PERFORMANCE INDICATORS	DELIVERY
Reduce domestic abuse	Number of police-recorded repeat domestic crimes and incidents	Target hardening – where appropriate and effective
Improve road safety on the vicinity of schools	<i>Number of police-recorded domestic crimes and incidents (PI)</i> Number of road traffic collisions resulting in an injury Number of complaints of inconsiderate / anti-social parking	Freedom Programme – bridging gap for women with no children Involve and empower communities to address parking / drop-off problems in the vicinity of schools where this is an identified problem (up to 6 schools)
Reduce serious acquisitive crime	Number of police-recorded serious acquisitive crimes <i>Number of police-recorded dwelling burglaries (PI)</i> <i>Number of police-recorded vehicle crimes (PI)</i> <i>Number of police-recorded robberies (PI)</i>	Target hardening for vulnerable and repeat victims of burglary Provide crime prevention advice
Reduce anti-social behaviour (incl. fire setting)	Number of police-recorded incidents of anti-social behaviour <i>Number of Northamptonshire Fire & Rescue Service deliberate fires (PI)</i> Proportion of people who perceive antisocial behaviour to be a problem Proportion of people who perceive rubbish or littering lying around to be a problem	Environmental campaigns at risk periods Clear unlicensed bonfires and side waste Address anti-social behaviour hotspots through effective problem-solving

Reduce drug- and alcohol-related crime	<p>Number of alcohol-related crimes and incidents of anti-social behaviour</p> <p>Proportion of people who perceive people being drunk or rowdy to be a problem</p> <p>Proportion of people who perceive people using or dealing drugs to be a problem</p>	<p>Develop a comprehensive plan with the Health and Wellbeing Board to address issues of street drinking and drug use</p> <p>Hemmingwell community-based project targeting young people at risk of offending (OFBCI as lead partner)</p> <p>Re-launch Borough's Designated Public Place Order</p>
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SCHEDULE 3 – Funding allocations, monitoring and payments

Funding Allocation

The *Local Solutions Fund* is made up of:

Part A

- Second Home funding allocation and
- Council tax discounts and exemptions,

An agreed proportion is allocated to the Borough and District Councils that raised these elements;

Part B

- A proportion of £150,000 from the Police and Crime Commissioner's commissioning budget allocated to Borough and District Councils calculated by the latest population estimate following the 2011 Census and five year crime rate.

Part C

- Additional funds from the Police and Crime Commissioner's commissioning budget is also be allocated to the appropriate Borough or District Councils to balance the additional Housing Revenue Account costs incurred, on the understanding that this element of the fund is invested in the council housing communities.

The Funds allocated to the Borough Council of Wellingborough is set in the following table:

	Source	£
Part A	2nd Homes	3,783
	Discounts / Exceptions	13,000
Part B	Commissioning Budget	20,855
Local Solutions Fund Allocation		37,638
Part C	Housing Revenue Account	0
TOTAL ALLOCATION		37,638

Monitoring and payment

Following the agreement of the outcome(s), the Police and Crime Commissioner will release the initial funding for the identified interventions to the Borough Council of Wellingborough in order to provide the resources to commence the initiative up to the maximum set out in the table below. Two further releases will be made, subject to satisfaction that progress to deliver the outcomes is being achieved (see *monitoring and payment*).

Unspent allocations will be rolled forward into the following year only. Unspent allocations will be subject to review by September 2015.

Performance review meetings will be held between representatives of the Office of the Police and Crime Commissioner for Northamptonshire and the Borough Council of Wellingborough to:

- Monitor performance against performance indicators reflecting the outcomes set out in Schedule 2
- Collectively problem-solve to response effectively to risks and issues
- Maintain an audit trail of performance issues
- Collectively work to deliver sustained and continuous improvement

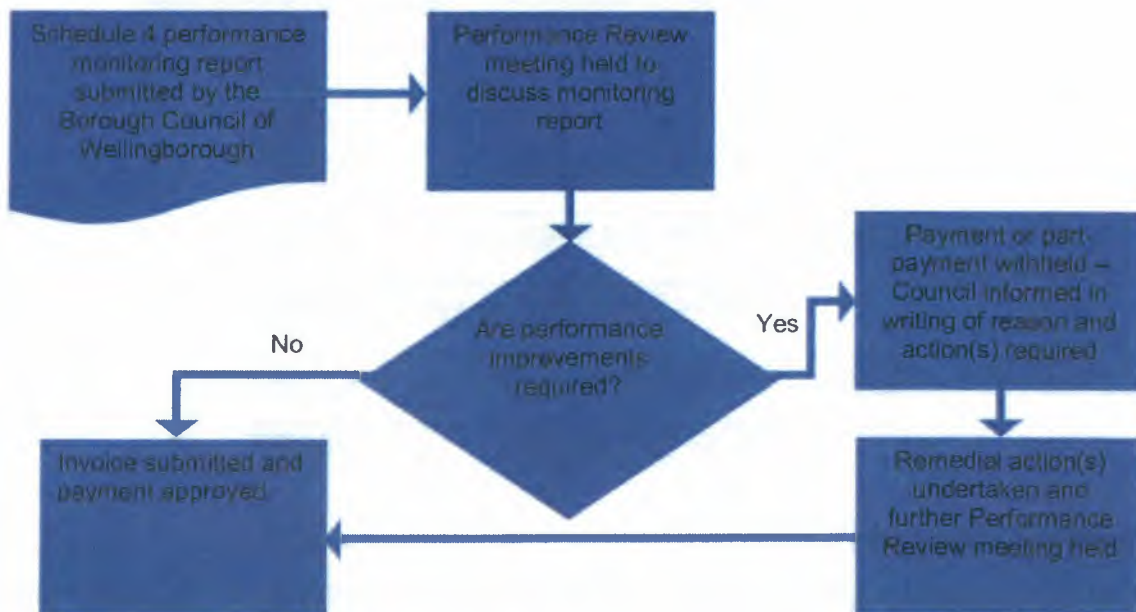
- Review delivery evaluations

To support this, the Borough Council of Wellingborough will be required to submit a completed monitoring form using the template set out in Schedule 4. Additional information may be identified and requested prior to subsequent to the meeting. Payments may be dependent on the provision of this information.

Where a payment is withheld, the Office of the Police and Crime Commissioner for Northamptonshire will state in writing the reason(s) for withholding the funds and what measures the Borough Council of Wellingborough needs to put in place in order for further funds to be released.

Period	Monitoring meeting	Maximum payment	Invoice/payment Date
1 April – 30 September 2014		£12,546	July
1 October – 31 December 2014	September	£12,546	October
1 January – 31 March 2015	December	£12,546	January

Monitoring and payment process



Invoices for payment should be sent to:

Northants - MFSS
 The Police and Crime Commissioner for
 Northamptonshire
 PO Box 273
 MFSS Accounts
 WINSFORD
 Cheshire
 CW7 9FW

or by e-mail to: MFSS.Purchasing@Cheshire.pnn.police.uk

Evaluation

All initiatives will need to be subject to a level of evaluation. The scientific method of evaluation will need to be agreed depending on whether it adds to the existing evidence-base and the resources committed.

The Maryland Scale of Scientific Methods summarised in the table below was designed to review 'what works' in crime prevention. It is a five-point scale used to classify the strength of scientific evidence; it does not classify the strength of a programme's or intervention's effect. Scientific evidence is important in terms of being able to infer cause and effect. Sherman and colleagues (1997) argue that only studies with a robust comparison group design provide can provide evidence of causality. This equates to level three and above in the Maryland Scale.

Details of the scale are set out below.

Level Five	Random assignment and analysis of comparable units to programme and comparison groups.
Level Four	Comparison between multiple units with and without the programme, controlling for other factors or using comparison units that evidence only minor differences.
Level Three	A comparison between two or more comparable units of analysis, one with and one without the programme.
Level Two	Temporal sequence between the programme and the crime or risk outcome clearly observed, or the presence of a comparison group without demonstrated comparability to the treatment group.
Level One	Correlation between a crime prevention programme and a measure of crime or crime risk at a particular point in time.

Where necessary, 5% of the initiative costs should be included for the evaluation, which meet the following critical criteria:

- The objectives should be clear from the beginning and should be written down
- There must be sufficient relevant data available about what has happened
- The evaluation must be independent and unbiased. This means that the people undertaking it must be willing to be critical of the programme and its achievements
- Following the evaluation there must be a willingness to change the things that are wrong with the programme

Failure to deliver an evaluation within a reasonable timescale, but no later than 31 May 2014 unless otherwise agreed by the Office of the Police and Crime Commissioner may be taken into account when allocating the *Local Solutions Fund* in subsequent years.

SCHEDULE 4 – Performance Monitoring Form

Please complete and return this form by e-mail, in advance of the Performance Review meeting, to:

Matthew Chester, Head of Policy, Office of the Police and Crime Commissioner for Northamptonshire
E-mail: matt.chester@northantspcc.pnn.police.uk

Guidance

As part of the *Local Solutions Fund* agreement with the Office of the Police and Crime Commissioner for Northamptonshire, Performance Review meetings linked to payments are required.

The Performance Monitoring Form below is intended to support the Performance Review meetings and forming the basis of the meeting discussions. All information provided should clearly show how progress is being achieved towards the delivery of the agreed outcomes, including the agreed key performance and other performance indicators. Any supporting information you feel demonstrate progress should also be enclosed. As part of the monitoring process your organisation should also provide information relating to issues or challenges faced, their effect on service delivery and lessons learned/changes implemented as a result.

The completed form and other supporting information will form the basis of the meeting discussions and is required to be submitted two weeks in advance of the meeting.

Receipt of the completed Performance Monitoring Form is required for the next instalment of the *Local Solutions Fund*. Failure to do so may result in a delay or the instalment being withheld.

If you have any questions or need any support in completing this form, please contact the Office of the Police and Crime Commissioner for Northamptonshire.

Organisation Name:

The Borough Council of Wellingborough

Initiative:

Local Solutions in the Borough of Wellingborough 2014/15

Section 1 Outcomes, Delivery and Key Performance Indicators

Outcome 1 - Reduce domestic abuse

Please provide details below of progress of interventions, initiatives and activities have been implemented to deliver the outcome. State if there is anything new to those listed in Schedule 2 of the contract:

Please provide details of progress towards the delivery of agreed outcomes (including key performance indicators and agreed targets):

Please tell us about any issues or challenges you have faced in delivering the activities and outcomes listed in Schedule 2 of the contract:

Outcome 2 - Improve road safety on the vicinity of schools

Please provide details below of progress of interventions, initiatives and activities have been implemented to deliver the outcome. State if there is anything new to those listed in Schedule 2 of the contract:

Please provide details of progress towards the delivery of agreed outcomes (including key performance indicators and agreed targets):

Please tell us about any issues or challenges you have faced in delivering the activities and outcomes listed in Schedule 2 of the contract:

Outcome 3 - Reduce serious acquisitive crime

Please provide details below of progress of interventions, initiatives and activities have been implemented to deliver the outcome. State if there is anything new to those listed in Schedule 2 of the contract:

Please provide details of progress towards the delivery of agreed outcomes (including key performance indicators and agreed targets):

Please tell us about any issues or challenges you have faced in delivering the activities and outcomes listed in Schedule 2 of the contract:

Section 2 - General Information

Please provide an update on the progress of the evaluations, including what is being evaluated, how and by whom. Please include indicative timetable.

Please provide any further supporting information that you believe is relevant to the delivery of the outcomes listed in Schedule 2.

Please provide details of any added value that has been achieved through delivering the commissioned outcomes:

Signed:

Print name:

Position:

Date: