



GRANT AGREEMENT

DATED 5th April 2014

SECRETARY OF STATE FOR JUSTICE

and

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

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

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

THIS AGREEMENT IS MADE ON THE 1st OF APRIL 2014

BETWEEN

THE SECRETARY OF STATE, MINISTRY OF JUSTICE (“the Authority”)

and

**THE POLICE and CRIME COMMISSIONER for CAMBRIDGESHIRE
 (“the Recipient”)**

1. Introduction and definitions

1.1 This agreement (the “Grant Agreement”) consists of 37 Clauses, 3 Schedules and Annex A.

1.2 In this Grant Agreement:

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

The “**Grant**” means the Grant of **£454,395** payable to the Recipient under the terms of this Grant Agreement.

The “**Recipient**” means the **POLICE AND CRIME COMMISSIONER FOR CAMBRIDGESHIRE**, herewith referred to as the “Recipient”.

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

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

2. Conditions of Grant

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

2.2 The Recipient will ensure that the 2014/15 Ministry of Justice Victims’ Services Grant is spent on:

- (i) services for victims of crime and particularly victims in the priority categories outlined in the Victims’ Code: victims of the most serious crime, persistently targeted victims, and vulnerable or intimidated victims, to help them cope with the immediate impacts of crime and, as far as possible, recover from the harm they have experienced. (Victims are further defined in Article 2 (a) of the Victims’ Directive);
- (ii) services for victims of sexual and/or domestic violence;

- (iii) support services for family members (as defined in Article 2 (b) of the Victims' Directive¹);
 - (iv) any associated costs that arise in the process of commissioning/provision of victims' services.
3. Having identified outstanding service requirements to meet victims' needs the Recipient must provide or commission services with this 2014/15 Victims' Services Grant which, when taken together with relevant existing provision, will satisfy the requirements of the Victims' Directive, establishing minimum standards on the rights, support and protection of victims of crime (and in particular Articles 8 and 9 of that Directive).
 4. In order to comply with the requirement in the Victims' Directive, services commissioned or provided by the Recipient must be in the interests of the victim and be:
 - (i) free of charge;
 - (ii) confidential;
 - (iii) non-discriminatory (including being available to all regardless of residence status, nationality or citizenship);
 - (iv) available whether or not a crime has been reported to the police; and
 - (v) available before, during and for an appropriate time after any investigation or criminal proceedings.
 5. Unless the Recipient is satisfied that suitable arrangements are otherwise in place in their area, services provided or commissioned in accordance with condition 3 must include a referral service:
 - (i) with which contact can be made by referring organisations or victims (and family members);
 - (ii) through which the needs of victims (and family members) can be assessed;
 - (iii) by which victims (and family members) can be provided with relevant information and/or referred to suitable victim support services, in accordance with their needs; and
 - (iv) by which victims who report crime in a PCC area but who reside in a different PCC area can have their personal data transferred to the support arrangements in place in their area of residence.
 - (v) that complies with the Data Protection Act 1998.
 6. The Recipient must ensure that the availability and contact details of services provided or commissioned are widely publicised in a variety of media and locations.
 7. Any services and/or arrangements put in place by the Recipient must comply with requirements under the Data Protection Act when dealing with personal data and sensitive personal data.

¹ Directive 2012/29 of the European Parliament and of the Council establishing minimum standards on the rights, support and protection of victims of crime, and replacing Council Framework Decision 2001/220/JHA

² Relevant existing provision refers to services accessible to victims' of crime which are currently in place and funded by other means.

8. The Grant may be spent on capacity and capability building for restorative justice services. If capacity and capability are sufficient in relation to these services and the Grant is used for commissioning victim-initiated and pre-sentence restorative justice services (restorative justice services are defined in Annex A (1)) in this agreement, the Recipient must ensure that:
 - (i) account is taken of guidance issued by the Restorative Justice Council and, where necessary, the Council's advice is sought, to ensure the development of safe and competent restorative justice services (in accordance with Article 12 of the Victims' Directive); and
 - (ii) potential and actual providers can demonstrate that victims who choose to participate in restorative justice processes will have access to safe and competent restorative justice services (in accordance with Article 12 of the Directive).
9. Whilst ensuring that effective support provision is in place for victims of crime (and family members), the Recipient of the Grant must seek efficiency and best value for money. This includes consideration of options such as co-commissioning of services and integration of services.
10. Para 97 of Schedule 11 of the Anti Social Behaviour, Crime and Policing Act 2014 requires the Recipient in their annual Police and Crime Plans to specify the victims' services commissioned and provided for, including referral services, under section 143 of that Act.
11. The 2014/15 Victims' Services Grant including any underspend cannot be carried over to the following financial year in accordance with HMT's Managing Public Money (MPM) rules.
12. The Recipient must return to the Authority the following Schedules:
 - Schedule 1 by 16 April 2014;
 - Schedule 2 at the end of August 2014 to cover spend up to the end of 31 July 2014 and information on the following:
 - (i) how compliance with conditions 2, 3, 4 and 5 has been satisfied;
 - (ii) the range of victims' services, including services for victims of domestic and/or sexual violence, restorative justice and referral services, commissioned or provided for under Section 143 of the Anti-Social Behaviour, Crime and Policing Act 2014 and the overall costs of those services;
 - (iii) how much of the budget (£) has been spent on associated costs that arise in the process of commissioning/the provision of victims' services;
 - (iv) how much of the budget (£) has been spent on capability and capacity building;
 - (v) how the Recipient has monitored and demonstrated the impact of the use of the grant (in particular the expectation that funding is helping victims to cope and recover from crime) outlining what steps have been taken to ensure that any outcome measurement data are robust; and
 - (vi) confirmation that the funding has been spent in accordance with the grant conditions.

- Schedule 3 at the end of April 2015 to cover spend up to 31 March 2015, and information on the following:
 - (i) how compliance with conditions 2, 3, 4 and 5 has been satisfied;
 - (ii) the range of victims' services, including services for victims of domestic and/or sexual violence, restorative justice and referral services, commissioned or provided for under Section 143 of the Anti-Social Behaviour, Crime and Policing Act 2014 and the overall costs of those services;
 - (iii) how much of the budget (£) has been spent on associated costs that arise in the process of commissioning/the provision of victims' services;
 - (iv) how much of the budget (£) has been spent on capability and capacity building;
 - (v) how the Recipient has monitored and demonstrated the impact of the use of the grant (in particular the expectation that funding is helping victims to cope and recover from crime) outlining what steps have been taken to ensure that any outcome measurement data are robust; and
 - (vi) confirmation that the funding has been spent in accordance with the grant conditions.

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

14. Timing of Grant

14.1 The Authority will pay the 2014/15 Victims' Services Grant to the Recipient in two instalments, the first being in April 2014 and the second being in September 2014. Payment will be made between 7 and 10 working days after receipt of the required supporting information set out at Schedules 1 and 2 from the Recipient. In order for any payment to be released, the Authority will require the Recipient to:

- (i) have signed and returned a copy of this Grant Agreement and the required information in Schedule 1 to the Authority by Wednesday 16th April 2014 in order for the April 2014 payment to be made to the Recipient;
- (ii) have signed and returned a copy of Schedule 2 of this Grant Agreement with the required information to the Authority by end August 2014 in order for the September 2014 payment to be made to the Recipient;
- (iii) have provided the appropriate bank details as requested in Schedule 1; and
- (iv) be in compliance with the terms and conditions of this Grant Agreement.

15. The Authority reserves the right to withhold all or any payments of the Grant if the Authority has reasonably requested information/documentation from the Recipient and this has not been received by the Authority in the timescales reasonably required.

16. External Assurances

- 16.1 This grant must be audited as part of the Recipient's annual audit programme. The scope of the audit should be to ensure that the funds have been consumed as recorded under Schedule 2 and Schedule 3 and in accordance with the terms and conditions of the grant agreement.
- 16.2 The National Audit Office has the right, as part of its audit of the Ministry of Justice, to review the grant declarations/certificates in order to satisfy itself that monies have been spent by the Recipient in accordance with the terms of the grant.

17. Management information

- 18.1 Internal management information must be kept locally.

18. Purpose and the extent of the grant

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

19. Amount of the grant

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

20. Eligible expenditure

- 20.1 Eligible expenditure consists of payments by the Recipient for the Purpose. Eligible expenditure is net of VAT recoverable by the Recipient from HM Revenue & Customs and gross of irrecoverable VAT.

21. Purchase of Capital Equipment

- 21.1 The Recipient shall account for the Grant on an accruals basis. This requires the cost of goods or services to be recognised when the goods or services are received, rather than when they are paid for.
- 21.2 The Recipient must notify the Ministry of Justice as to whether or not it is able to recover Value Added Tax (VAT) from HM Customs & Excise. Where the VAT can be recovered on purchases of capital equipment, the Grant will be reduced accordingly.
- 21.3 If any capital asset costing more than £1,000 is purchased with funds provided by the Authority, the asset must not be sold or otherwise disposed of within five years of purchase without the Authority's written consent. The Authority may require the repayment of all or part of any proceeds of any disposal or sale.
- 21.4 The Recipient will maintain a register of any capital assets purchased with funds provided by the Authority. This register will record, as a minimum, (a) the date the item was purchased; (b) the price paid; and (c) the date of disposal (in due course).

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

22. Managing the Grant

22.1 Each party must notify the other of:

- (a) the nominated person who will act as the party's authorised representative; and
- (b) the contact details of the authorised representative and any deputies.

22.2 The Authority requires the Recipient to submit monitoring information at the end of August 2014 and at the end of April 2015 as detailed in Schedule 2 and Schedule 3 of this agreement

22.3 The Authority may, in addition, ask the Recipient to clarify information provided to it. If so, the Recipient shall comply with any reasonable request.

22.4 The Recipient must notify the Authority as soon as reasonably practicable that an under spend is forecast.

22.5 If an overpayment of the Grant has been made, the Authority will recover the payment.

22.6 The Recipient must not transfer funds between this Grant and other grants made to it.

22.7 The Recipient's Chief Finance Officer must ensure that appropriate professional arrangements are put in place for the management of the Grant and the reporting of expenditure. The Recipient's Chief Finance Officer must take all necessary steps to ensure that the Grant is accounted for and monitored separately from the Recipient's other funding streams.

23. Audit and inspection

23.1 The Recipient, without charge, will permit any officer or officers of the Authority, external auditing bodies (i.e. National Audit Office or Audit Commission) or their nominees, to visit its premises and/or inspect any of its activities and/or to examine and take copies of the Recipient's books of account and such other documents or records as in such officers' view may relate to the use of Grant. In addition, examinations may be carried out into the economy, efficiency and effectiveness with which the Grant has been used. The Authority shall endeavour, but is not obliged, to provide due notice of its intent to conduct an audit.

23.2 The Recipient shall ensure that this Grant falls within the scope of audit as part of the Recipient's annual internal and external audit programme. The external auditor will be expected to sign off an Independent Assurance Statement as part of the scope.

23.3 The value and purpose of this grant shall be identified separately in the Recipient's audited accounts (or the notes thereto).

23.4 Upon request, the Recipient will send to the Authority a copy of its audited accounts if requested.

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

- 24.1 The Recipient will ensure that it and anyone acting on its behalf complies with any applicable law for the time being in force (so far as binding on the Recipient) in the United Kingdom and in particular does not commit any act of discrimination rendered unlawful by the Equality Act 2010.
- 24.2 In respect of the activities supported by the Ministry of Justice grant, the Recipient will ensure that there is no discrimination on the grounds of race, colour, ethnic or national origin, disability, age, gender, sexuality, marital status, or any religious affiliation, where any of these cannot be shown to be a requirement of the job, office or service in respect of employment, provision of services and the involvement of volunteers.
- 24.3 No aspect of the activity funded by the Authority must be party-political in intention, use, or presentation.
- 24.4 The Grant must not be used to support or promote religious activity. This will not include inter-faith activity.

25. Procurement procedures

- 25.1 The Recipient must comply with the requirements of the Public Contracts Regulations 2006. In addition and without limiting the generality thereof, the Recipient must secure the best value for money and must act in a fair, open and non-discriminatory manner in all purchases of goods and services.
- 25.2 In addition to the provisions of Clause 25.1 above if the Recipient follows a single tender procedure, it must provide and document a full justification that can be robustly defended and maintain the relevant documentation on file. Such justification may apply in exceptional circumstances for example where:
- (a) the requirement can demonstrably be met only by proprietary or specialist equipment; or
 - (b) the requirement can demonstrably be met only by a single available entity with extremely niche skills; or
 - (c) there are simply no alternative sources of supply.

26. Conflict of Interest and Financial or Other Irregularities

- 26.1 The Recipient and employees of the Recipient must be careful not to be subject to conflicts of interest.
- 26.2 The Recipient must set up formal procedures to require all persons involved in the use of the Grant to declare any personal or financial interest in any matter concerning the Recipient's activities and to be excluded from any discussion or decision-making relating to the matter concerned.
- 26.3 If the Recipient has any grounds for suspecting financial irregularity in the use of any money paid under this Grant Agreement, it must notify the Authority immediately, explain what steps are being taken to investigate the suspicion, and keep the Authority informed about the progress of the investigation.

26.4 For the purposes of Clause 26.3, “financial irregularity” includes fraud or other impropriety, mismanagement, and the use of the Grant for purposes other than those intended by the Authority.

27. Breach of Grant Conditions.

27.1 If the Recipient fails to comply with any of the conditions set out in this Grant Agreement, or if any of the events mentioned in Clause 27.2 occur, then the Authority may require all or any part of the Grant to be repaid. The Recipient must repay any amount required to be repaid under this condition within 30 days of receiving the demand for repayment.

27.2 The events referred to in Clause 27.1 are as follows:

- (i) The Recipient purports to transfer or assign any rights, interests or obligations arising under this Grant Agreement without the agreement in advance of the Authority;
- (ii) Any future information provided in relation to the Grant (or in a claim for payment) or in any subsequent supporting correspondence is found to be incorrect or incomplete to an extent which the Authority considers to be material;
- (iii) The Recipient takes inadequate measures to investigate and resolve any reported irregularity.

27.3 In the event that it becomes necessary to take steps to enforce the terms and conditions of this Grant Agreement, the Authority will write to the Recipient giving particulars of its concern or of any breach of a term or condition of the Grant.

27.4 The Recipient must within 30 days (or earlier, depending on the severity of the problem) address the Authority’s concern or rectify the breach, and may consult the Authority or agree with it an action plan for resolving the problem. If the Authority is not satisfied with steps taken by the Recipient to address its concern or rectify the breach, it may recover Grant funds already paid.

27.5 On termination of this Grant Agreement for any reason, the Recipient as soon as reasonably practicable, must return to the Authority any assets or property or any unused funds (unless the Authority gives its written consent to their retention) that are in its possession in connection with this Grant Agreement.

28. Intellectual Property Rights

28.1 The Recipient must grant to the Authority at no cost an irrevocable, royalty-free perpetual license to use and to sub-license the use of any material created by the Recipient under the terms of this Grant Agreement for such purposes as the Authority shall deem appropriate.

28.2 The Recipient must seek approval from the Authority prior to using the Authority’s logo when acknowledging the Authority’s financial support of its work.

29. Disputes

29.1 Both parties will negotiate in good faith to resolve any dispute arising out of these terms and conditions. If the dispute cannot be resolved by the individuals with day to day responsibility for the Grant the dispute may be escalated by either party to the Deputy Director, Victim, Witness or Criminal Justice Reform Delivery, Ministry of Justice.

29.2 If the dispute is not resolved within 28 days (at Deputy Director level), then either party may refer the dispute to mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure or such other procedure as the parties may agree. Unless otherwise agreed between the parties the mediator will be appointed by CEDR.

29.3 If the Parties reach agreement on the resolution of their dispute the agreement shall be reduced to writing and shall be binding.

29.4 If the mediation is unsuccessful, then any dispute or difference between them may be referred to the courts.

30. Funding and Termination

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

30.2 The Authority may terminate this Agreement forthwith by serving a written notice on the Recipient if:

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

30.3 Any termination of this Agreement will be without prejudice to any other rights or remedies of the parties under this Agreement or at law and will not affect any accrued rights or liabilities of the parties at the date of termination.

31. Amendments to the Grant Agreement

31.1 This Grant Agreement sets out the entire agreement between the parties. They replace any previous negotiations, agreements, understandings and representations between the parties, whether oral or in writing.

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

32. Data Protection Act 1998

- 32.1 Any services and/or arrangements put in place by the Recipient must comply with requirements under the Data Protection Act when dealing with personal data and sensitive personal data.
- 32.2 Where either the Authority or the Recipient are a Data Controller each will comply with all the requirements of the Data Protection Act 1998 in relation to their obligations under this Grant Agreement. No information shall be disclosed if such disclosure would be in breach of the Data Protection Act.
- 32.3 Where commissioning services the Recipient shall take reasonable steps to satisfy itself that any person from whom services are commissioned will comply with the Data Protection Act 1998 when processing the personal data of victims for the purposes of providing those services.

33. Freedom of Information

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

34. Transparency

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

35. Compliance with the public sector Equality Duty

- 35.1 The Recipient must comply with their legal obligations under the public sector Equality Duty, as set out in section 149 of the Equality Act 2010.

36. Notices

- 36.1 All notices, invoices and other communications relating to this Grant Agreement must be in writing and in English and must be served by a party on the other party at its address shown at the head of this Grant Agreement.
- 36.2 Notices delivered hereunder will be deemed to be delivered:
- 36.3 if delivered by hand, upon receipt;

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

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

- (a) when an electronic mail is sent on a day which is not a working day or after 3:00pm on a working day, the electronic mail is deemed to have been received on the next working day, and
- (b) each electronic mail containing a formal notice under this Agreement shall be sent with a delivery receipt requested and shall not be deemed to have been received until the sender receives a confirmatory delivery receipt.

37. Governing Law

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

Please return this signed Grant Agreement to the Ministry of Justice by April 16th 2014.

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

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



by NICOLA HEWER
Deputy Director
Victim, Witness and Criminal
Justice Reform Delivery,
Ministry of Justice

.....

5 APRIL 2014

Signed by the

**POLICE and CRIME
COMMISSIONER
CAMBRIDGESHIRE**

.....

DATE

SCHEDULE 1

(Please return this Schedule to the Ministry of Justice by 16 April 2014)

ACCEPTANCE OF GRANT

THE POLICE AND CRIME COMMISSIONER FOR CAMBRIDGESHIRE accepts the Grant of **£454,395** contained in this Grant Agreement and agrees to comply with the terms and conditions of the Grant under which the Grant is issued.

POLICE AND CRIME COMMISSIONER FOR CAMBRIDGESHIRE

Signature:	
Name:	
Date:	
Position:	

The Recipient's Chief Finance Officer

Signature:	
Name:	
Date:	
Position:	

Bank details for grant payment

Bank name:	
Branch name:	
Sort code:	
Account name:	
Account number:	
Address: (N/B: This does not refer to the address for the bank but the address associated with the account)	
Post code: (N/B: This does not refer to the postcode for the bank but the postcode associated with the account)	

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

Signature:	
Name:	
Date:	
Position:	

MINISTRY OF JUSTICE OFFICE USE:

Payment instructions

MINISTRY OF JUSTICE sign off:

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

CONFIRMATION BY GRANT RECIPIENT

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

Signature:			
Name (printed):		Date:	
Position:			

SCHEDULE 2

(Please return this Schedule to the Ministry of Justice at the end of August 2014)

PAYMENT AND FINANCIAL MONITORING REPORT

This Schedule covering spend up to 31st July 2014 must be completed and certified by the Recipient's Chief Finance Officer and returned to the Authority by 31 August 2014.

Grant Recipient: Police and Crime
Commissioner for
CAMBRIDGESHIRE

Grant Stream: Local
Commissioning of Victims'
Support Services

Actual Expenditure Category:	Actual Resource Expenditure (£)
Victims' Services Commissioning/Provision	
Services for victims of sexual violence and domestic violence	
Restorative Justice Services	
Capability and Capacity Building	
Capability and Capacity Building for Restorative Justice Services	
Associated costs in relation to commissioning	
TOTAL EXPENDITURE:	
TOTAL GRANT PROVIDED:	£454,395
VARIANCE: total grant provided minus total resource expenditure	
Planned Expenditure Category:	Planned Resource Expenditure
Victims' Services Commissioning/Provision	
Services for victims of sexual violence and domestic violence	
Restorative Justice Services	
Capability and Capacity Building	
Capability and Capacity Building for Restorative Justice Services	
Associated costs in relation to commissioning	
TOTAL GRANT PROVIDED:	£454,395
VARIANCE: total grant provided minus total resource expenditure	

Please also provide with Schedule 2 information on the following:

- how compliance with conditions 1, 2, 3, 4 and 5 has been satisfied;
- the range of victims' services, including services for victims of domestic and/or sexual violence, restorative justice and referral services, commissioned or provided for under Section 143 of the Anti-Social Behaviour, Crime and Policing Act 2014 and the overall costs of those services;
- how much of the budget (£) has been spent on associated costs that arise in the process of commissioning/the provision of victims' services;
- how much of the budget (£) has been spent on capability and capacity building;
- how the Recipient has monitored and demonstrated the impact of the use of the grant (in particular the expectation that funding is helping victims to cope and recover from crime) outlining what steps have been taken to ensure that any outcome measurement data are robust;
- confirmation that the funding has been spent in accordance with the grant conditions; and
- how the PCC has monitored and demonstrated the impact of the use of the grant (in particular the expectation that funding is helping victims to cope and recover from crime) outlining what steps have been taken to ensure that any outcome measurement data are robust.

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TREASURY, FINANCE OFFICER OR EQUIVALENT CERTIFICATION

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

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

PCC FOR CAMBRIDGESHIRE sign off

Signature:			
Name (printed):		Date:	August 2014
Position:			

MINISTRY OF JUSTICE sign off:

Signature:			
Name (printed):		Date:	
Position:			

SCHEDULE 3 (Please return this Schedule to the Ministry of Justice at end April 2015).

PAYMENT AND FINANCIAL MONITORING REPORT

This Schedule covering spend up to 31st March 2015 must be completed and certified by the Recipient's Chief Finance Officer and returned to the Authority by 30 April 2015.

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

**Grant Stream:
Commissioning of
Support Services**

**Local
Victims**

Actual Expenditure Category:	Actual Resource Expenditure (£)
Victims' Services Commissioning/Provision	
Services for victims of sexual violence and domestic violence	
Restorative Justice Services	
Capability and Capacity Building	
Capability and Capacity Building for Restorative Justice Services	
Associated costs in relation to commissioning	
TOTAL GRANT PROVIDED:	£454,395
VARIANCE: total grant provided minus total resource expenditure	
Planned Expenditure Category:	Planned Resource Expenditure
Victims' Services Commissioning/Provision	
Services for victims of sexual violence and domestic violence	
Restorative Justice Services	
Capability and Capacity Building	
Capability and Capacity Building for Restorative Justice Services	
Associated costs in relation to commissioning	
TOTAL GRANT PROVIDED:	£454,395
VARIANCE: total grant provided minus total resource expenditure	

Please also provide with Schedule 3 information on the following:

- how compliance with conditions 2, 3, 4 and 5 has been satisfied;

- the range of victims' services, including services for victims of domestic and/or sexual violence, restorative justice and referral services, commissioned or provided for under Section 143 of the Anti-Social Behaviour, Crime and Policing Act 2014 and the overall costs of those services;
- how much of the budget (£) has been spent on associated costs that arise in the process of commissioning/the provision of victims' services;
- how much of the budget (£) has been spent on capability and capacity building;
- how the Recipient has monitored and demonstrated the impact of the use of the grant (in particular the expectation that funding is helping victims to cope and recover from crime) outlining what steps have been taken to ensure that any outcome measurement data are robust;
- confirmation that the funding has been spent in accordance with the grant conditions; and
- how the PCC has monitored and demonstrated the impact of the use of the grant (in particular the expectation that funding is helping victims to cope and recover from crime) outlining what steps have been taken to ensure that any outcome measurement data are robust.

TREASURY, FINANCE OFFICER OR EQUIVALENT CERTIFICATION

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

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

PCC FOR CAMBRIDGESHIRE sign off

Signature:			
Name (printed):		Date:	April 2015
Position:			

MINISTRY OF JUSTICE sign off:

Signature:			
Name (printed):		Date:	
Position:			

ANNEX A

RESTORATIVE JUSTICE

1. Definition

For the purposes of this grant an activity is a restorative justice activity if:

- the participants consist of, or include, the offender and one or more of the victims;
- the activity gives a victim or victims an opportunity to talk about, or by other means express experience of, the offending and its impact and to have a say in the resolution of offences; and
- the activity aims to maximise the offender's awareness of the impact of the offending concerned on the victims.

2. Further information

Restorative justice offers victims an opportunity to be heard and to have a say in the resolution of offences, including agreeing rehabilitative or reparative activity for the offender. It can provide a means of closure and enable the victim to move on. Restorative justice also provides an opportunity for offenders to face the consequences of their actions, recognise the impact that it has had upon others and where possible make amends. In this way, restorative justice has the potential to help rehabilitate offenders and enable them to stop offending. It can involve victims:

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

A restorative justice process can be delivered through:

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

3. Ministry of Justice evidence² suggests that a face-to-face meeting between the victim and offender is an effective form of restorative justice activity in terms of outcomes for victims and offenders. However, it is important that the right type of

² <http://www.restorativejustice.org.uk/resource/mojresearch/>

restorative justice activity is delivered for the individual circumstance at the right time. Wherever possible, a face-to-face meeting should be the aim, but if the trained facilitator does not assess it as suitable then an alternative type of restorative justice activity can be considered. For example, indirect communication is possible. This can be via telephone or video conferencing, written correspondence or 'shuttle restorative justice' through the facilitator. This may lead to a face-to-face meeting at a later stage.