

PFCC Decision Report

Please ensure all sections below are completed

Report reference number: 156-23

Classification (e.g. Not protectively marked/restricted): **Not protectively marked**

Title of report: Legal review of grant agreement and standardised data protection clauses for third party agreements

Area of county / stakeholders affected: Countywide

Report by: Darren Horsman

Chief Officer: Darren Horsman

Date of report: 12/10/2023

Enquiries to: Darren.Horsman@essex.police.uk

1. Executive Summary

This decision report sets out a proposed legal review of our standard grant agreement including the addition of a variation protocol and the development of some standardised data protection clauses for use in third party agreements.

2. Recommendations

The PFCC agrees to seek a legal review of our standard grant agreement, the development of a variation protocol and development of standard data protection clauses for use in third party agreements at an estimated cost of £3,000 to be funded from the PFCC's legal advice budget.

3. Background to the Proposal

Our current standard grant agreement does not include provision for the reallocation of funding within a project. As we have provided more complex grants as part of our Safer Streets work, the need has arisen to revisit this and consider introducing a clear agreed protocol for variations.

At the moment, once a project is agreed via the decision report process the component activity cannot be reallocated without a further decision report. Where this involves small sums of money and / or tactical changes with new activity clearly still achieving the overall project goal, it would be practical to set out a process to agree these changes outside of the decision report process.

While we are developing this additional element of the grant agreement, we are taking the opportunity to undertake a more general review of the grant agreement.

Following our 2023 GDPR Audit it was recommended that we developed a series of standard data protection clauses for use in all our third-party agreement. Given the use of these standard clauses within the standard grant agreement it is proposed that this work is undertaken together with the general review and the inclusion of a protocol to allow the reallocation of funding within a project.

Once developed, the revised grant agreement and the standardised data protection clauses will be agreed through the decision report process.

4. Proposal and Associated Benefits

The review of the standard grant agreement will ensure that the PFCC has assurance that this is up-to-date and provides a solid contractual agreement. It will also provide the PFCC and their team with the ability to respond swiftly to opportunities to maximise funding within an agreed project by reallocating small sums of funding within those agreed projects. The protocol and level of these changes will come forward via the decision report process for agreement.

The use of a set of standard data protection clauses will ensure the PFCC has responded effectively to the GDPR audit recommendation and is also aligning with data protection best practice.

5. Options Analysis

The Commissioner could decide not to undertake this work; however, this may result in a lack of flexibility in the management of our funded projects, lost opportunities to make a difference in our communities and deliver against our strategic plans. It may also result in weaker grant agreements and increased complexity in our data protection clauses within our third-party agreements.

6. Consultation and Engagement

This work has been discussed at the PFCC's Management Team Meeting and with our external legal advisers. The development of standardised Data Protection Clauses has also been discussed with our internal auditors.

7. Strategic Links

This decision will help underpin our grant giving arrangements which are a key element of delivering against our police and crime plan and fire and rescue plan. The data protection element also contributes to a strong data protection framework which

supports our work with partners. This is a fundamental aspect of our work to achieve our strategic priorities.

8. Police operational implications

This decision does not have any specific operational implications for either the police or fire and rescue service.

9. Financial implications

The work outlined above has been estimated at £3,000, though the exact amount will depend on the time taken to complete the work as we are paying an hourly rate. The Commissioner is asked to agree to fund this work at an estimated amount of £3,000 and to a maximum level of £4,000. If the cost of this work goes above £4,000 an additional decision report will be provided to seek further agreement. The funding will come from the PFCC's legal advice budget which had a revised budget of £12,000 with current expenditure of £2,162. If this is agreed and is £4,000 that will leave £5,838.

10. Legal implications

This review is being undertaken by our legal advisors and once agreed the grant agreement will form the legal contract for provision of grants in return for specified activities.

11. Staffing implications

This decision will support the work of our commissioning and grant giving teams and our data protection officer.

12. Equality, Diversity and Inclusion implications

While there are no specific equality, diversity, and inclusion implications the PFCC does monitor and evaluate their grant giving activities to ensure they support the PFCC's EDI strategy and obligations under the Equality Act 2010.

13. Risks and Mitigations

This activity will help to provide increase flexibility to manage any unforeseen risks within a project which would endanger delivery against agreed objective. There is a risk that this suggested protocol for changing the allocation of agreed funding could lead to a lack of governance; however, to mitigate this the revised grant agreement will be agreed by the PFCC through the decision report process.

The development of the standardised data protection clauses will also help provide consistency in terms of our agreement, reducing the risk that a poorly worded or inconsistent agreement is agreed with a third party.

14. Governance Boards

The review of the grant agreement has been discussed at the PFCC's Management Team Meeting while the development of standardised data protection clauses was

If the report is not for publication, the Chief Executive will decide if and how the public can be informed of the decision.

Redaction

If the report is for publication, is redaction required:

1. Of Decision Sheet?	YES	<input type="checkbox"/>	2. Of Appendix?	YES	<input type="checkbox"/>
	NO	<input type="checkbox"/>		NO	<input type="checkbox"/>

If 'YES', please provide details of required redaction:

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Date redaction carried out:

Chief Finance Officer/Chief Executive Sign Off – for Redactions only

If redaction is required, the Chief Finance Officer or Chief Executive is to sign off that redaction has been completed.

Sign:

Print:

Chief Executive / Chief Finance Officer

Date signed:

Decision and Final Sign Off

I agree the recommendations to this report:

Sign: 

Print: Roger Hirst

PFCC

Date signed: ...21/11/2023.....

I do not agree the recommendations to this report because:

.....
.....

Sign:

Print:

PFCC/Deputy PFCC

Date signed:

