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| **Overview of Funding Agreement from the Police, Fire and Crime Commissioner for Essex** | | |
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| **Funder** | Police, Fire and Crime Commissioner for Essex (**“PFCC”**) | |
|  |  | |
| **Funding Recipient** | Xxx (**“Recipient”**) | |
|  | | |
| **Project Name** | xxx | |
|  | | |
| **Funding Period** | | |
| **Funding Start Date** | | xxx |
| **Funding Expiry Date** | | xxx |
|  | | |
| **Total Grant Value** | | £ xxx |
|  | | |
| **Payment Terms** | | |
| **Payment 1** | | £ xxx |
| **Payment 2** | | £ |
| **Payment 3** | | £ |
| **Payment 4** | | £ |
| **Total** | | £ xxx |
|  | | |
| **Purpose of Funding** | | |
| To approve a crime and disorder reduction grant to xxx | | |
|  | | |
| **Key Deliverables** | | |
| xxx | | |
|  | | |

**TERMS AND CONDITIONS OF THE GRANT**

1. Interpretation and definitions
   1. In this Funding Agreement the following terms shall have the following meanings:

**“Change”**

Means an amendment to (a) the scope, nature, volume or execution of the goods and/or services under this Funding Agreement or (b) a term or schedule of this Funding Agreement (for example a change to the Purpose);

**“Change Control Note”**

Means the written record of any Change agreed or to be agreed by the parties pursuant to the Change Control Procedure;

**“Change Control Procedure”**

Means the procedure for agreeing a Change, as set out in Schedule 3;

**“Data Protection Legislation”**

Means all applicable data protection legislation and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (**DPA 2018**); the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data and the privacy of electronic communications;

**“Eligible Expenditure”**

Has the meaning set out in Clause 4 of this Funding Agreement;

**“Funding Period”**

Means the period from and including the Funding Start Date to the Funding Expiry Date or, if earlier, the date of termination of this Funding Agreement;

**“Funding Expiry Date”**

Means the date noted against that term on the Overview Sheet;

**“Funding Start Date”**

Means the date noted against that term on the Overview Sheet;

“**UK** **GDPR”**

has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the DPA 2018;

**“Grant”**

the sum of xxx.

**“Insolvency Event”**

Means the occurrence of any of the following events:

* + 1. a court makes an order that the Recipient be wound up, or a resolution for a voluntary winding-up of the Recipient is passed;
    2. a receiver or manager in respect of the Recipient is appointed or possession is taken by or on behalf of any creditor of any Recipient property that is the subject of a charge;
    3. a voluntary arrangement is made for a composition of debts, or a scheme or arrangement is approved under the Insolvency Act 1986 or the Companies Acts 1985 to 2006 in respect of the Recipient;
    4. an administration order is made, or an administrator is appointed in respect of the Recipient;
    5. the Recipient suspends or ceases (or threatens to suspend or cease) operating all or a substantial part of its business; or
    6. the Recipient is unable to pay its debts as they fall due;

**“Intellectual Property Rights”**

Means all patents, rights to inventions, copyright and related rights, moral rights, trade marks, service marks and design rights (whether registered or not), business names and domain names, rights in get-up, trade dress, goodwill and the right to sue for passing off or unfair competition, database rights, rights to use, and protect the confidentiality of, confidential information (including Know-How) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

**“Know-How”**

Means information, data, know-how or experience whether patentable or not and including but not limited to any technical and commercial information relating to research, design, development, manufacture, use or sale;

“**Overview Sheet**”

Means the “overview of funding agreement” document appended to these terms and conditions;

**“Personal Data”**

Has the same meaning as set out in the Data Protection Legislation;

**“Party/ Parties”**

Means the Recipient and/or the PFCC;

**“PFCC”**

Means the Police, Fire and Crime Commissioner for Essex of Kelvedon Park, London Road, CM8 3HB;

**“PFCC Materials”**

Means all documents, information, items and materials in any form (whether owned by the PFCC or a third party), which are provided by the PFCC to the Recipient in connection with the Grant and or the Project;

“**Prohibited Act”**

Means giving or agreeing to give to any servant of the PFCC any gift or consideration of any kind as an inducement or reward for:

**(i)**  doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Funding Agreement or any other contract with the PFCC; or

**(ii)**   showing or not showing favour or disfavour to any person in relation to this Funding Agreement or any other contract with the PFCC;

**(iii)**   under the Bribery Act 2010;

**(iv)**   under legislation creating offences in respect of fraudulent acts; or

**(v)**   at common law in respect of fraudulent acts in relation to this Funding Agreement or any other contract with the PFCC;

**“Project”**

Means the project as detailed in the Overview Sheet to this Funding Agreement;

**“Purpose”**

Means the purpose as set out in the Overview Sheet to this Funding Agreement;

**“Recipient”**

Means the Funding Recipient stated on the Overview Sheet xxx.

**“Working Day”**

Means a day (other than a Saturday or Sunday) on which banks are open for domestic business in the City of London.

* 1. Clause, Schedule and paragraph headings shall not affect the interpretation of this Funding Agreement.
  2. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
  3. The Schedules form part of this Funding Agreement and shall have effect as if set out in full in the body of this Funding Agreement. Any reference to this Funding Agreement includes the Schedules.
  4. A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
  5. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
  6. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
  7. This Agreement shall be binding on, and enure to the benefit of, the parties to this Funding Agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
  8. A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.
  9. A reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision.
  10. A reference to writing or written includes fax and email.
  11. Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
  12. A reference to this Funding Agreement or to any other agreement or document is a reference to this Funding Agreement or such other agreement or document, in each case as varied from time to time.
  13. References to clauses and Schedules are to the clauses and Schedules of this Funding Agreement and references to paragraphs are to paragraphs of the relevant Schedule.
  14. Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1. Purpose of Grant
   1. Subject to the Recipient complying with the terms and conditions set out in this Funding Agreement, the PFCC agrees to pay the Grant to the Recipient as a contribution toward Eligible Expenditure.
   2. The Recipient shall use the Grant only for the delivery of the Project and in accordance with the terms and conditions set out in this Funding Agreement.
   3. The Recipient acknowledges that the PFCC agrees to fund it only for the amount, the Funding Period and for the Purpose specified in this Funding Agreement.
   4. The terms and conditions as set out in the Funding Agreement are intended to ensure that the Grant is used for the Purpose for which it is awarded.
   5. The Recipient must not, without the prior written consent of the PFCC:
      1. make any material changes to the Project;
      2. use any portion of the Grant for any purposes or activities outside the Project;
      3. spend any of the Grant on liabilities incurred before the Funding Period or pay for any expenditure commitments of the Recipient entered into before the Funding Period;
      4. use any portion of the Grant to make any payment to its directors, members, shareholders or any other party with an ownership interest in the Recipient; or
      5. use the Grant to purchase buildings or land.
   6. Any liabilities arising at the end of the Project including any redundancy liabilities for staff employed by the Recipient to deliver the Project must be managed and paid for by the Recipient using the Grant or other resources of the Recipient. There will be no additional funding available from the PFCC for this purpose.
   7. The Recipient is responsible for the provision of all equipment and materials required by the Recipient for the purpose of carrying out the Project. There will be no additional funding available from the PFCC for this purpose.
   8. Where the Recipient obtains funding from a third party for the Project, it will notify the PFCC of such third party funding and will provide the PFCC with details of the amount and purpose of that funding. The Recipient agrees and accepts that it shall not apply for duplicate funding in respect of any part of the Project or any related administration costs that the PFCC is funding in full under this Funding Agreement.
2. TIMING OF THE GRANT
   1. The PFCC shall pay the Grant to the Recipient in accordance with Schedule 1 (Payment Schedule) and the timetable set out in the Overview Sheet.
   2. In order for any payment of the Grant to be released, the PFCC will require the Recipient to:
      1. have signed and returned a copy of this Funding Agreement to the PFCC;
      2. have provided such evidence as the PFCC may require that the relevant expenditure is Eligible Expenditure;
      3. have provided the appropriate bank details; and
      4. be in compliance with the terms and conditions of this Funding Agreement.
   3. The PFCC reserves the right to withhold all or any payments of the Grant if the PFCC has reasonably requested information and/or documentation from the Recipient and this has not been received by the PFCC in the timescales reasonably required.
3. ELIGIBLE EXPENDITURE
   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.
   2. The following costs are not Eligible Expenditure:
      1. payments by the Recipient that support activity intended to influence or attempt to influence Parliament, government or political parties; or
      2. attempts by the Recipient to influence the awarding or renewal of contracts and grants; or
      3. attempts by the Recipient to influence legislative or regulatory action.
4. mANAGING the grant
   1. The Recipient must notify the PFCC of the nominated person who will act as the Recipient’s authorised representative and any deputies together with their respective contact details.
   2. The Recipient shall submit the monitoring information as detailed in this Funding Agreement at Clause 7 of this Funding Agreement together with any clarification of such monitoring information as the PFCC may reasonably require.
   3. No later than 15 Working Days after the Funding Expiry Date, the Recipient shall provide a detailed breakdown of how the Grant has been spent, in such form as the PFCC shall reasonably require.
   4. Any underspend of the Grant must be returned to the PFCC within 21 Working Days after the Funding Expiry Date.
   5. If an overpayment of the Grant has been made, the Recipient shall repay such overpayment to the PFCC within 21 Working Days of the PFCC notifying the Recipient that such overpayment has been made.
   6. Any sale, change of use or disposal of all or part of the Project may result in the PFCC reclaiming a proportion of the original Grant payment.
5. RECORDS TO BE KEPT
   1. The Grant shall be shown in the Recipient's accounts as a restricted fund and shall not be included under general funds.
   2. The Recipient must keep a separate record of expenditure funded partly or wholly by the Grant and retain all accounting records relating to this for a period of at least 6 years after the end of the Funding Period. Accounting records include original invoices, receipts, minutes from meetings, accounts, deeds and other relevant documentation whether in writing or electronic form.
6. MONITORING AND INFORMATION REQUIREMENTS
   1. For PFCC funding to be used effectively, the following monitoring approach is to be adopted by the Parties:
      1. formal reports will be required at the end of the financial year and at such other time as shall be required by the PFCC, using the standard report template as set out at Schedule 2. Performance information will need to:
         1. demonstrate the impact of the Project in accordance with the terms of expected impact specified in the Project proposal or specification
         2. demonstrate the funding has been spent on the agreed initiatives within this Funding Agreement and that all expenditure is Eligible Expenditure;
         3. identify any third party funding and provide details of the use of such funding.
      2. the Recipient shall provide the PFCC with a copy of its annual accounts within six months (or such lesser period as PFCC may reasonably require) of the end of the relevant financial year in respect of each year in which the Grant is paid;
      3. the Recipient shall comply and facilitate the Funder's compliance with all statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns applicable to itself and the Funder;
      4. the PFCC may ask for progress updates at any time, especially for those projects considered to be innovative and to have wider potential application; and
      5. the Recipient should discuss any changes in the data recording which affect the validity of the agreed outcome measurement or indicators with the PFCC as soon as possible.
   2. The Recipient shall provide the PFCC with all reasonable assistance and co-operation in relation to any reasonable ad-hoc information requests from the PFCC in relation to the Project. Such information requests may include (but are not limited to) requests from the PFCC for the Recipient to provide data on the demographics of users accessing the services provided by the Project.
7. audit and inspection
   1. The Recipient, without charge, will permit any officer or officers of the PFCC, the PFCC’s internal auditors, 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 the Grant. In addition, examinations may be carried out into the economy, efficiency and effectiveness with which the Grant has been used. The PFCC shall endeavour, but is not obliged, to provide due notice of its intent to conduct an audit.
   2. If the Recipient has any grounds for suspecting financial irregularity in the use of the Grant under this Funding Agreement, it must notify the PFCC immediately. For the purposes of this clause “financial irregularity” includes, but is not limited to, fraud or other impropriety, mismanagement and the use of the Grant other than for the Purpose.
8. lawful conduct, equal opportunities and activities funded by the grant
   1. The Recipient must ensure:
      1. That all reasonable steps have been taken so 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);
      2. That no aspect of the activity funded by the PFCC under the terms of this Funding Agreement may be party-political in intention, use or presentation;
      3. That the Grant is not used to support or promote religious activity. This will not include inter faith activity; and
      4. That the Grant supports the PFCC duty and delivers against the three aims of the Public Sector Equality Duty, which aims are set out in the report format in Schedule 2.
9. breach of grant conditions
   1. If the Recipient fails to comply with any of the conditions set out in this Funding Agreement, or if any of the events listed in Clause10.2 below occur, then the PFCC may reduce, suspend, or withhold Grant payments, or 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 21 days of receiving the demand for repayment.
   2. The events referred to in Clause 10.1 are as follows:
      1. The Recipient purports to transfer or assign any rights, interests or obligations arising under this Funding Agreement without PFCC’s prior agreement;
      2. Any information provided in the application for the Grant (or in a claim for payment) or in any subsequent supporting correspondence found to be incorrect or incomplete to an extent which the PFCC considers to be material;
      3. The Recipient takes inadequate measures to investigate and resolve any reported financial irregularity;
      4. The Recipient changes the nature of its operations to an extent to which the PFCC considers to be significant or prejudicial;
      5. The delivery of the Project does not start within [three (3) months] of the Funding Start Date and the Recipient has failed to provide the PFCC with a reasonable explanation for the delay;
      6. The PFCC at its discretion considers that the Recipient has not made satisfactory progress with the delivery of the Project; or
      7. The Recipient obtains duplicate funding from a third party for the Project in breach of clause 2.8.
   3. It is hoped that most difficulties encountered by the Recipient can be overcome with the advice and support of the PFCC. In the event that it becomes necessary to take steps to enforce the terms and conditions of this Funding Agreement, the PFCC will write to the Recipient giving particulars of its concern or of any breach of a term or condition of the Grant.
   4. The Recipient must act within 21 days (or earlier, depending on the severity of the problem) to address the PFCC’s concern or rectify the breach, and may consult the PFCC or agree with it an action plan for resolving the problem. If the PFCC is not satisfied with steps taken by the Recipient to address its concern or rectify the breach, it may take steps to withhold or suspend any further payments of the Grant or to recover any Grant already paid.
   5. On termination of this Funding Agreement for any reason, the Recipient as soon as is reasonably practicable shall return to the PFCC any assets or property or unused Grant (unless the PFCC gives its written consent to their retention) then in possession in connection with this Funding Agreement.
10. warranties
    1. The Recipient warrants, undertakes and agrees that:
       1. it has all necessary resources, approvals, powers and expertise to deliver the Project (assuming due receipt of the Grant);
       2. it has not committed, nor shall it commit, any Prohibited Act;
       3. it shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to employees and other persons working on the Project;
       4. it shall at all times comply with all relevant legislation and all applicable codes of practice and other similar codes or recommendations, and shall notify the PFCC immediately of any significant departure from such legislation, codes or recommendations;
       5. it has and shall keep in place adequate procedures for dealing with any conflicts of interest;
       6. it has and shall keep in place systems to deal with the prevention of fraud and/or administrative malfunction;
       7. all financial and other information concerning the Recipient which has been disclosed to the PFCC is to the best of its knowledge and belief, true and accurate;
       8. it is not subject to any contractual or other restriction imposed by its own or any other organisation’s rules or regulations or otherwise which may prevent or materially impede it from meeting its obligations in connection with the Grant;
       9. it is not aware of anything in its own affairs, which it has not disclosed to the PFCC or any of the PFCC’s advisers, which might reasonably have influenced the decision of the PFCC to make the Grant on the terms contained in this Funding Agreement; and
       10. since the date of its last accounts there has been no material change in its financial position or prospects.
11. INSURANCE
    1. The Recipient shall effect and maintain with a reputable insurance company a policy or policies in respect of all risks which may be incurred by the Recipient, arising out of the Recipient's performance of the Funding Agreement, including death or personal injury, loss of or damage to property or any other loss (the Required Insurances).
    2. The Required Insurances referred to above include (but are not limited to): ***[Drafting note: Recipient to confirm what insurance arrangements it has in place and whether it can comply with the minimum requirements of this clause.]***
       1. public liability insurance with a limit of indemnity of not less than [ten] million pounds [(£10,000,000)] in relation to any one claim or series of claims arising from the Project;
       2. where the Recipient is an employer, employer's liability insurance with a limit of indemnity of not less than [five] million pounds [(£5,000,000)] in relation to any one claim or series of claims arising from the Project; and
       3. where the Recipient provides professional services, professional liability insurance with a limit of indemnity of not less than [five] million pounds [(£5,000,000)] in relation to each and every claim arising in connection with or as a result of the Project.

The Recipient shall (on request) supply to the PFCC a copy of such insurance policies and evidence that the relevant premiums have been paid.

1. LIMITATION OF LIABILITY
   1. The PFCC accepts no liability for any consequences, whether direct or indirect, that may come about from the Recipient running the Project, the use of the Grant or from withdrawal of the Grant. The Recipient shall indemnify and hold harmless the PFCC, its employees, agents, officers or sub-contractors with respect to all claims, demands, actions, costs, expenses, losses, damages and all other liabilities arising from or incurred by reason of the actions and/or omissions of the Recipient in relation to the Project, the non-fulfilment of obligations of the Recipient under this Funding Agreement or its obligations to third parties.
   2. Subject to Clause 13.1 the PFCC’s liability under this Funding Agreement is limited to the payment of the Grant.
2. intellectual property rights
   1. The PFCC and the Recipient agree that all rights, title and interest in or to any information, data, reports, documents, procedures, forecasts, technology, Know-How and any other Intellectual Property Rights whatsoever owned by either the PFCC or the Recipient before the Funding Start Date shall remain the property of that Party provided that each party shall grant the other a licence to use such Intellectual Property Rights to the extent required for the purposes of the Project or to the extent required to facilitate the licences set out in clause 14.2.
   2. Any Intellectual Property Rights in material, outputs or deliverables of the Project or otherwise:
      1. created by the Recipient as a result of the Grant, excluding any Intellectual Property Rights included in clause 14.1:
         1. shall vest in the Recipient; and
         2. the Recipient hereby grants to the PFCC, at no cost to the PFCC, a fully paid up, irrevocable, royalty-free perpetual worldwide licence to use and to sub-licence the use of and to copy or modify any material, outputs or deliverables created by the Recipient under the terms of this Funding Agreement together with any associated Intellectual Property Rights in such ways and for such purposes as the PFCC shall deem appropriate;
      2. created by the PFCC alone or jointly with the Recipient in relation to the Project:
         1. shall vest in the PFCC; and
         2. the PFCC hereby grants to the Recipient, at no cost to the Recipient, a fully paid up, irrevocable, royalty-free perpetual worldwide licence to use the material, outputs or deliverables created by the PFCC alone or jointly with the Recipient under the terms of this Funding Agreement to the extent required in order to use the outputs of the Project in accordance with the Purpose only.
   3. Where the PFCC has provided the Recipient with any PFCC Materials for use in connection with the Project (including without limitation the PFCC and/or Home Office name and logo), the Recipient shall, on termination of this Funding Agreement, cease to use such PFCC Materials immediately and shall either return or destroy such PFCC Materials as requested by the PFCC.
   4. the Recipient shall, promptly at the PFCC’s request, do (or procure to be done) all such further acts and things and the execution of all such other documents as the PFCC may from time to time require for the purpose of securing for the PFCC the right to use the Intellectual Property Rights in accordance with the terms of this clause 14.
3. Announcements and publicity
   1. The Recipient shall not make any announcements in relation to the Project, the Grant or the PFCC nor publish any material referring to the Project, the Grant or the PFCC without the prior written agreement of the PFCC. The Recipient shall acknowledge the support of the PFCC in any materials that refer to the Project and in any written or spoken public presentations about the Project and shall acknowledge the PFCC as the source of the Grant. Such acknowledgements (where appropriate or as requested by the PFCC) shall include the PFCC's and/or Home Office’s name and logo (or any future name or logo adopted by the PFCC or Home Office) using the templates provided by the PFCC from time to time.
   2. In using the PFCC’s and/or Home Office’s name and logo and or any other PFCC Materials, the Recipient shall comply with all reasonable branding or other guidelines issued by the PFCC from time to time.
   3. The Recipient shall comply with all reasonable requests from the PFCC to participate in and co-operate with promotional activities, facilitate visits, provide reports, statistics, photographs and case studies that will assist the PFCC in its promotional and fundraising activities relating to the Project.
4. funding period and TERMINATION
   1. Subject to Clause 15.2, the terms of this Funding Agreement shall apply from the date of this Funding Agreement until its termination or expiry in accordance with this Clause 15.
   2. Any rights or obligations under this Funding Agreement which are expressed to survive, or which otherwise by necessary implication survive the expiry or termination for any reason of this Funding Agreement (including all indemnities and any obligations relating to use of unspent amounts of the Grant), will continue after expiry or termination. The following Clauses under this Funding Agreement shall survive expiry or termination of the Funding Agreement and continue in full force and effect: Clause 6 (Records to be kept), Clause 13 (Limitation of liability), Clause 14 (Intellectual Property Rights), Clause 17 (Confidentiality), Clause 18 (Freedom of information), Clause 19 (Data protection), Clause 23 (Dispute resolution) and Clause 25 (Law and jurisdiction).
   3. Unless terminated earlier in accordance with its terms, this Funding Agreement shall terminate on the Funding Expiry Date.
   4. The PFCC does not commit to renew or continue financial support to the Recipient after the Funding Period.
   5. The PFCC may terminate this Funding Agreement by serving a written notice on the Recipient if:
      1. the Grant or any part of it is being used for any purpose other than the Purpose;
      2. the Recipient has made any false, incorrect or misleading statement in order to obtain this Grant or has been involved in any illegal activity or improper act in its administration;
      3. an Insolvency Event occurs in relation to the Recipient;
      4. there is a significant deterioration in the Recipient’s financial position;
      5. the Recipient or anyone engaged by the Recipient in pursuit of the Purpose is convicted of an offence arising out of or in connection with this Funding Agreement; and
      6. the Recipient has failed to remedy any breach of this Funding Agreement within 21 days (or such other period as the PFCC agrees in writing) of being served with a notice that identifies the breach and requires its rectification.
   6. Notwithstanding Clause 15.5 the PFCC may terminate this Funding Agreement at any time by giving the Recipient at least 2 months’ notice in writing.
   7. In the event that the PFCC exercises its right to terminate under Clause 15.5 or Clause 15.6 the provisions of Clause 10.5 shall apply.
   8. Any termination of this Funding Agreement shall be without prejudice to any other rights or remedies of the Parties under this Funding Agreement or at law and shall not affect any accrued rights or liabilities of the Parties as at the date of termination.
5. CHANGEs to the Funding Agreement (INCLUDING THE OVERVIEW SHEET)
   1. This Funding Agreement sets out the entire agreement between the Parties. It replaces all previous negotiations, agreements, understandings and representations between the Parties whether oral or in writing.
   2. The parties shall follow the Change Control Procedure each time a Change is proposed. A Change includes any alteration in how the Grant is to be used.
   3. The Recipient notes that certain Changes may require approval by a senior representative of the PFCC in accordance with its internal governance procedures, and that certain Changes may not be permitted under procurement law.
   4. The Recipient is not permitted to effect any Change (for example use the Grant in a way not described in the Purpose) before the parties have signed a Change Control Note in respect of the Change.
6. CONFIDENTIALITY
   1. Subject to Clause 18(Freedom of Information), each party shall during the term of this Funding Agreement and thereafter, or for such time as such information may reasonably be considered confidential being not less than five years, keep secret and confidential all business, technical or commercial information including all Intellectual Property Rights or Know-How or other confidential information disclosed to it as a result of this Funding Agreement and shall not disclose the same to any person save to the extent necessary to perform its obligations in accordance with the terms of this Funding Agreement or save as expressly authorised in writing by the other Party.
   2. Each party may disclose the other party's confidential information to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Funding Agreement. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 17.
   3. The obligation of confidentiality contained in this clause shall not apply or shall cease to apply to any Intellectual Property Rights, Know-How or other business, technical or commercial information which:
      1. at the time of its disclosure by the disclosing party is already in the public domain or which subsequently enters the public domain other than by breach of the terms of this Funding Agreement by the receiving party;
      2. is already known to the receiving party as evidenced by written records at the time of its disclosure by the disclosing party and was not otherwise acquired by the receiving party from the disclosing party under any obligations of confidence; or
      3. is at any time after the date of this Funding Agreement acquired by the receiving party from a third party having the right to disclose the same to the receiving party without breach of the obligations owed by that party to the disclosing party.
7. freedom of information
   1. The Recipient acknowledges that the PFCC is subject to the requirements of the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (EIRs).
   2. The Recipient shall:
      1. provide all necessary assistance and cooperation as reasonably requested by the PFCC to enable the PFCC to comply with its obligations under the FOIA and EIRs;
      2. transfer to the PFCC all requests for information relating to this Funding Agreement that it receives as soon as practicable and in any event within 2 working days of receipt;
      3. provide the PFCC with a copy of all information belonging to the PFCC requested in the request for information which is in its possession or control in the form that the PFCC requires within 5 working days (or such other period as the PFCC may reasonably specify) of the PFCC’s request for such information; and
      4. not respond directly to a request for information unless authorised in writing to do so by the PFCC.
   3. The Recipient acknowledges that the PFCC may be required under the FOIA and EIRs to disclose information without consulting or obtaining consent from the Recipient. The PFCC shall take reasonable steps to notify the Recipient of a request for information (in accordance with the Secretary of State’s section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practicable for it to do so but (notwithstanding any other provision in this Funding Agreement) the PFCC shall be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the FOIA and/or the EIRs.
8. DATA PROTECTION

|  |
| --- |
| **Drafting note: which data protection clauses to use?** The intensity of drafting in the data protection obligations will depend on what personal data is being processed by the Recipient, and what is being shared with the PFCC (and why). The drafting in clause 20 and Schedule 4 can be modified on a ‘menu’ basis to reflect this. The PFCC should: |
| * Always include the black text. |
| * Use the **GREEN drafting** where there is limited personal data being ‘processed’ by the Recipient. For instance, if you are awarding money for a street lighting scheme, benches, or other physical infrastructure, there will be little personal data being used/shared, and the drafting does not need to be complex. |
| * Use the **BLUE** **AND** **AMBER** drafting where the Recipient is processing data on behalf of the PFCC. This scenario should be relatively uncommon in the context of a grant but may occur if, for instance, you awarded some money to a researcher to put together crime or fire statistics from raw data for the PFCC’s benefit, and did not want them to use the data for their own purposes. |
| * Use the **BLUE AND RED** drafting where the Recipient is (a) using complex or sensitive data in the context of the grant; or (b) sharing data routinely with the PFCC. For instance, if the grant related to the provision of sexual violence support services, youth diversion services or fire safety checks for the elderly. |
| Then delete the text in the colours not needed. |

* 1. Each Party will comply with all applicable requirements of and all their obligations under the Data Protection Legislation which arise in connection with this Funding Agreement.
  2. The Recipient will notify the PFCC of any actual or suspected loss of personal data or other data processed in the context of the Grant, or of any claim, complaint or regulatory interest in the processing of data in the context of this Funding Agreement and cooperate fully with any actions the PFCC wishes to take in connection with the same.
  3. The parties will further comply with the data protection obligations set out in Schedule 4.

1. ANTI-DISCRIMINATION
   1. The Recipient shall not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation, age or otherwise) in employment or otherwise.
   2. The Recipient shall take all reasonable steps to secure the observance of Clause 20.1 by all servants, employees or agents of the Recipient and all suppliers and sub-contractors engaged on the Project.
2. HUMAN RIGHTS
   1. The Recipient shall (and shall use its reasonable endeavours to procure that its staff shall) at all times comply with the provisions of the Human Rights Act 1998 in the performance of this Funding Agreement as if the Recipient were a public body (as defined in the Human Rights Act 1998).
   2. The Recipient shall undertake, or refrain from undertaking, such acts as the PFCC requests so as to enable the PFCC to comply with its obligations under the Human Rights Act 1998.
3. notices
   1. All notices, invoices and other communications relating to this Funding Agreement shall be in writing and in English and shall be deemed to have been duly given if personally delivered, e-mailed, or mailed (first class postage prepaid) to the address of the relevant Party, as referred to on the Overview Sheet of this Funding Agreement. If personally delivered or if e-mailed all such communications shall be deemed to have been given when received (except that if received on a non-working day or after 5.00 pm 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.
4. DISPUTE RESOLUTION
   1. In the event of any complaint or dispute (which does not relate to the PFCC’s right to withhold funds or terminate) arising between the Parties to this Funding Agreement in relation to this Funding Agreement the matter should first be referred for resolution to the project manager or any other individual nominated by the PFCC from time to time.
   2. Should the complaint or dispute remain unresolved within 14 days of the matter first being referred to the project manager or other nominated individual, as the case may be, either Party may refer the matter to the Chief Executive of the PFCC and the Chief Executive of the Recipient with an instruction to attempt to resolve the dispute by agreement within 28 days, or such other period as may be mutually agreed by the PFCC and the Recipient.
   3. In the absence of agreement under Clause 23.2 the Parties may seek to resolve the matter through mediation under the CEDR Model Mediation Procedure (or such other appropriate dispute resolution model as is agreed by both Parties). Unless otherwise agreed, the Parties shall bear the costs and expenses of the mediation equally.
5. CONTRACTS (rIGHTS OF THIRD PARTIES) ACT 1999
   1. A person who is not a party to this Funding Agreement shall not have the right to enforce any of its terms.
6. LAW AND JURISDICTION
   1. This Funding Agreement shall be subject to and construed in accordance with English law and subject to the exclusive jurisdiction of the courts of England and Wales.
7. WAIVER
   1. No failure or delay by either Party to exercise any right or remedy under this Funding Agreement shall be construed as a waiver of any other right or remedy.
8. Claiming the grant
   1. Upon receipt of the signed Funding Agreement, the PFCC will raise a Purchase Order (PO).   This will generate a PO number which the PFCC will advise the Recipient of by email. The PO number should be quoted when raising an invoice to the PFCC (for the agreed grant funding).
   2. Funding agreements are shared with PFCC for the purpose of processing the Grant payment.
   3. Invoices should be addressed to Essex PFCC, Business Centre, Great Dunmow Police Station, Chelmsford Road, Great Dunmow, CM6 1LW. Incorrectly addressed invoices may not be processed.
   4. Upon receipt of the invoice quoting the PO number, the PFCC will pay the Grant by BACS transfer.  If, however, the Recipient is a new supplier (to the PFCC) an E16 form will firstly be sent to the vendor for supplier details.
9. Joint and several liability
   1. Where the Recipient is not a company nor an incorporated entity with a distinct legal personality of its own, the individuals who enter into and sign this Funding Agreement on behalf of the Recipient shall be jointly and severally liable for the Recipient’s obligations and liabilities arising under this Funding Agreement.
10. ACCEPTANCE OF GRANT
    1. The Recipient accepts the offer of Grant contained in this Funding Agreement and agrees to comply with the Terms and Conditions of the Grant on which the offer is made.

**On behalf of the Recipient**

|  |  |
| --- | --- |
| Signature |  |
| Name |  |
| Date |  |
| Position |  |

**On behalf of the PFCC**

|  |  |
| --- | --- |
| Signature |  |
| Name |  |
| Date |  |
| Position |  |

**Recipient’s name and address**

|  |  |
| --- | --- |
| Name: | |
| Address (incl. p/code): | |
| Main contact: | Position: |
| Email address: | Telephone: |
| Website (if applicable): | |

1. PAYMENT SCHEDULE

|  |  |  |
| --- | --- | --- |
| **PAYMENT** | **DATE OF PAYMENT** | **AMOUNT** |
| **Payment 1** | **31st May 2022** | £ xxx |
| **Payment 2** | **30th July 2022** | £ |
| **Payment 3** | **30th October 2022** | £ |
| **Payment 4** | **30th January 2023** | £ |
| **Total** | | £ xxx |

**SCHEDULE 2**

**STANDARD REPORT TEMPLATE**

**Essex Police, Fire and Crime Commissioner:**

Monitoring Report

**Summary of Award**

|  |  |
| --- | --- |
| ***Organisation:*** |  |
| ***Project name:*** |  |

|  |  |  |
| --- | --- | --- |
|  | **Please provide your Annual Report** and/or explain how your funding was allocated in 2022/3. |  |

|  |  |  |  |
| --- | --- | --- | --- |
| ***Activity*** | ***Planned spend 2022-3*** | ***Actual spend***  ***2022-3*** | ***Additional commentary*** |
|  | ***£*** | **£** | *Please provide any reasons for divergence from agreed costs* |
|  | ***£*** | **£** |  |
|  | ***£*** | **£** |  |
|  | ***£*** | **£** |  |
|  | ***£*** | **£** |  |
| ***PFCC funding*** | **£** | **£** | **£** |

|  |  |  |
| --- | --- | --- |
|  | What was the **impact** of the PFCC grant funding? |  |
|  | **Equality Act**  How will this Grant support delivery against the three aims of the Public Sector Equality Duty?   * To eliminate unlawful discrimination, harassment and victimisation * Advance equality of opportunity between people who share one or more protected characteristics and those who do not. * Foster good relations between people who share one or more protected characteristics and those who do not | If you have any demographic data to evidence response, please provide below. |

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **At the point the information was requested what was their gender?** | **Total** | **At the point the information was requested what was their age?** | **Total** | **At the point the information was requested what was their sexual orientation?** | **Total** | **At the point the information was requested what was their identified Ethnicity?** | **Total** | **At the point the information was requested how many had a Disability\* or were identified as disabled?** | **Total** |
| Female |  | 12 years and under |  | Heterosexual/ Straight |  | White (English, Welsh, Scottish, Northern Irish, Irish, Gypsy or Irish Traveller, any other White background) |  | Has a disability |  |
| Male |  | 13 to 17 years |  | Gay / Lesbian |  | Mixed / Multiple Ethnic Groups (White and Black Caribbean, White and Black African, White and Asian, Any other mixed/multiple ethnic background) |  | Does not have a disability |  |
| Non-Binary |  | 18 to 24 years |  | Bisexual |  | Asian / Asian British (including Chinese, Indian, Pakistani, Bangladeshi and any other Asian background) |  | Not Stated |  |
| Not stated |  | 25 to 34 years |  | Other |  | Black / African / Caribbean / Black British |  | Total  *No input required, auto sum function* |  |
| Total  *No input required, auto sum function* |  | 35 to 44 years |  | Not stated |  | Other Ethnic Group (including Arab and any other ethnic group) |  |  |  |
|  |  | 45 to 54 years |  | Total  *No input required, auto sum function* |  | Not stated |  |  |  |
|  |  | 55 to 64 years |  |  |  | Total  *No input required, auto sum function* |  |  |  |
|  |  | 65 to 74 years |  |  |  |  |  |  |  |
|  |  | 75 years or over |  |  |  |  |  |  |  |
|  |  | Not stated |  |  |  |  |  |  |  |
|  |  | Total  *No input required, auto sum function* |  |  |  |  |  |  |  |

**Financial position**

I confirm that the performance and financial information contained in this report is accurate to the best of my knowledge.

|  |  |  |  |
| --- | --- | --- | --- |
| ***Name:*** |  | ***Contact details:*** |  |
| ***Position:*** |  | ***Date:*** |  |

**SCHEDULE 3**

**CHANGE CONTROL PROCEDURE**

* 1. - Procedure

1. Purpose
   1. This Schedule sets out the procedure for dealing with Changes.
   2. A Change will not be effective until a relevant Change Control Note has been signed by the authorised representatives of both parties.
   3. A Change Control Note will be in substantially the form set out in Part 2 of this Schedule.
2. Requesting a change
   1. Either party may submit a written request for a Change to the other party.
   2. Recipient-initiated request for Change
      1. Where the Recipient initiates a request for a Change, it will at the same time send to the PFCC a draft Change Control Note signed by an authorised representative of the Recipient.
      2. If the PFCC considers that it requires further information in order to consider the proposed Change, it will notify the Recipient, and this process may be repeated any number of times.
      3. If paragraph 2.2.2 applies, the Recipient will provide the required information and, if required, re-issue the draft completed Change Control Note signed by an authorised representative of the Recipient within 10 Business Days of receiving such notification from the PFCC.
   3. PFCC-initiated request for Change
      1. Where the PFCC initiates a request for a Change, it will at the same time provide the Recipient with as much detail as is necessary to enable the Recipient to prepare a draft Change Control Note.
      2. If the Recipient reasonably considers that it requires further information in order to consider the proposed Change, it will notify the PFCC within 10 Business Days of receipt of the request. Such notification must detail the further information required. The PFCC will provide the further information within 10 Business Days of receipt of the notification from the Recipient.
      3. Within 10 Business Days of the date of receipt of the request for Change pursuant to paragraph 2.3.1, or further information pursuant to paragraph 2.3.2, the Recipient will send to the PFCC a draft Change Control Note signed by an authorised representative of the Recipient.
3. Approving and rejecting a change
   1. Recipient's right to reject a PFCC-initiated Change request
      1. The Recipient may reject a request for a Change from the PFCC pursuant to paragraph 2.3.1 only if, following a request for Change, the Recipient reasonably believes that the proposed Change would:
         1. materially or adversely affect the risks to the health and safety of any person; or
         2. require the Funding Agreement to be delivered in a way that infringes any law; or
      2. If, following a request for Change from the PFCC pursuant to paragraph 2.3.1, the Recipient demonstrates to the PFCC's reasonable satisfaction that the Recipient does not have the technical skill or capacity to implement the proposed Change, the Recipient may reject the proposed for Change.
      3. Where the Recipient rejects a request for Change pursuant to this paragraph 3.1, it shall notify the PFCC in writing of its reasons for doing so within 10 Business Days of receipt of the request for Change from the PFCC under paragraph 2.3.1.
   2. PFCC's right to reject or approve a Change Control Note
      1. Within 10 Business Days of receiving the Change Control Note pursuant to paragraph 2.2.1, paragraph 2.2.3 or paragraph 2.3.4 (as applicable), the PFCC will evaluate the draft Change Control Note and must do one of the following:
         1. approve the Change Control Note. On the PFCC's signature, the Change Control Note will constitute a binding Change to this Funding Agreement;
         2. reject the Change Control Note and notify the Recipient in writing of the rejection. If the PFCC does reject a Change, it must explain its reasons in writing to the Recipient as soon as reasonably practicable; or
         3. if the PFCC believes the Change Control Note has errors or omissions, require the Recipient to modify the document accordingly in which case the Recipient will make such modifications and re-submit the draft signed Change Control Note within 10 Business Days of receipt of the request to modify. The PFCC will then approve or reject the proposed Change Control Note within 10 Business Days in accordance with paragraph 3.2.1(a) andparagraph 3.2.1(b).
4. Costs of preparing Change requests
   1. Each party will bear its own costs in relation to compliance with this Change Control Procedure.
   2. Change Control Note template

|  |  |  |
| --- | --- | --- |
| **CCN No:** | **Agreement:** | **Effective date of Change:** |
| **Initiated by:**  Change requested by [Recipient **OR** PFCC] | | |
| **Date of request:** | | |
| **Period of validity:**  This Change Control Note is valid for acceptance until [DATE]. | | |
| **Reason for Change:** | | |
| **Detailed description and impact of the Change (including to delivery and performance):** | | |
| **Required amendments to wording of agreement or schedules:** | | |
| **Adjustment to Grant resulting from Change:** | | |
| **Additional one-off charges and means of determining these (for example, fixed price basis):** | | |
| **Supporting or additional information:** | | |
| **SIGNED ON BEHALF OF THE PFCC**  (refer to [Scheme of Delegation] for information on authority to sign) | **SIGNED ON BEHALF OF THE RECIPIENT** | |
| Signature: | Signature: | |
| Name: | Name: | |
| Position: | Position: | |
| Date: | Date: | |

**SCHEDULE 4**

**DATA PROTECTION**

1. definitions
   1. For the purpose of this Schedule 4, the following additional definitions shall apply:

**“Agreed Purposes”**

Means the purposes for which the Grant-Related Personal Data will be shared between the Parties as set out in the Annex to this Schedule 4;

**“Commissioner”**

Means the Information Commissioner (as defined in section 3(8) of the DPA 2018);

**“Lawful Bases for Sharing”**

Means the lawful bases/conditions on which the Parties acting as Controllers will share the Grant-Related Personal Data as set out in the Annex to this Schedule 4;

**“Grant-Related Personal Data”**

Means the Personal Data to be shared between the Parties as set out in the Annex to this Schedule 4, or otherwise Processed by the Recipient in the context of this Agreement;

“**Special Category Personal Data”**

Has the meaning set out in the Data Protection Legislation and for the purposes of this Funding Agreement shall include information relating to criminal convictions and offences;

“**Sub-processor”**

Means any third party appointed to Process the Grant-Related Personal Data on behalf of a Processor;

**“Controller”, “Data Subject”, “Joint Controller”, “Personal Data Breach”, “Processor” and “Processing”** (including **“Processor”** and **“Processed”**)

Have the meanings set out in the Data Protection Legislation;

1. DATA SHARING/PROCESSING
   1. Each Party shall comply with all the obligations imposed on it under the Data Protection Legislation and shall not perform their obligations under this Funding Agreement in such a way as to cause the other Party to breach any of its obligations under the Data Protection Legislation.
   2. The details of the data protection elements of this arrangement are set out in the Annex to this Schedule 4 and detail whether any Personal Data will be Processed as part of this Funding Agreement, and if so:
      1. what the data protection relationship is between the Parties, i.e. whether they are independent Controllers or Joint Controllers or whether a Party is a Processor;
      2. the types of Personal Data which will be shared (the Grant-Related Personal Data);
      3. the purposes for which the Parties will share the Grant-Related Personal Data (the Agreed Purposes);
      4. the lawful bases under the Data Protection Legislation which the Parties (when acting as Controllers) will rely on when sharing the Grant-Related Personal Data (the Lawful Bases for Sharing);
      5. whether any third-party Processors will specifically be engaged as part of the data sharing initiative and, if so, details of the Processor, the service it will be providing and the method of engaging that Processor; and
      6. details of the individuals nominated to act as each Party’s point of contact for matters concerning this Funding Agreement.
   3. In terms of the obligations set out in this Schedule 4 of the Funding Agreement:
      1. the ‘Data Sharing Provisions’ contained at paragraph 4 below shall apply to the Parties to the extent that they each are a Controller or Joint Controller in relation to the Grant-Related Personal Data;
      2. the ‘Data Processing Provisions’ at paragraph 5 below shall apply to the Recipient to the extent the Recipient is acting as a Processor in relation to the Grant-Related Personal Data on behalf of the PFCC;
      3. the remaining terms in this Schedule 4 of the Funding Agreement shall apply to the Parties under all arrangements which involve the Processing of Personal Data, no matter their data protection role.
2. Compliance with data protection legislation
   1. The Recipient warrants and undertakes that it will:
      1. Process the Grant-Related Personal Data in compliance with all applicable laws, enactments, regulations, orders, standards and other similar instruments that apply to its Personal Data Processing operations;
      2. respond within a reasonable time and as far as reasonably possible to enquiries from the PFCC in relation to the Grant-Related Personal Data;
      3. respond to a request from a Data Subject in accordance with the Data Protection Legislation;
      4. where applicable, pay the appropriate fees to the Commissioner to Process all Grant-Related Personal Data for the Agreed Purposes;
      5. maintain complete and accurate records and information to demonstrate its compliance with this Schedule 4 of the Funding Agreement;
      6. take all appropriate steps to ensure compliance with the security measures set out in paragraph 6 of this Schedule 4 of the Funding Agreement; and
      7. not Process Grant-Related Personal Data in a way which is incompatible with the Agreed Purposes.
   2. Any Party sharing Grant-Related Personal Data (as a “Disclosing Party”) warrants and undertakes it is entitled to provide the Grant-Related Personal Data to the receiving party and will take reasonable steps to ensure that the Grant-Related Personal Data are accurate.
   3. A Disclosing Party shall take reasonable steps to ensure that before sharing Grant-Related Personal Data with the receiving Party, that Grant-Related Personal Data are accurate, and it will update the same if required prior to transferring (or otherwise making available) the Grant-Related Personal Data.
   4. In the event that any Party becomes aware of any changes to the Grant-Related Personal Data, or aware or suspects that any of the Grant-Related Personal Data contains inaccuracies, it shall notify the other Party without undue delay.
   5. The Parties agree to use compatible technology, where possible, for the Processing of Grant-Related Personal Data to ensure there is no lack of accuracy resulting from Personal Data transfers.
3. data sharing provisions

**Lawful, Fair and Transparent Processing**

* 1. The Recipient shall ensure:
     1. it Processes the Grant-Related Personal Data fairly and lawfully and has an applicable Lawful Basis for Processing the Grant-Related Personal Data;
     2. it only further Processes the Grant-Related Personal Data on one or more of the legal bases/conditions set out in the Data Protection Legislation; and
     3. where appropriate, it has any necessary consents in place to enable lawful transfer or processing of the Grant-Related Personal Data for the Agreed Purposes, and it maintains a record of those consents, including any refusal or withdrawal of consent.
  2. Where required and subject to any exemptions when Processing Personal Data for the purposes of crime prevention and detection, each Party shall ensure clear and sufficient information is provided to Data Subjects, in respect of the Grant-Related Personal Data, in accordance with the Data Protection Legislation (Privacy Notice). Before entering into this Funding Agreement, the Parties will agree whether:
     1. this information is already sufficiently provided to Data Subjects through an existing Privacy Notice/existing Privacy Notices;
     2. each Party will, separately and independently, provide a new Privacy Notice to Data Subjects; or
     3. one Party will be responsible for providing a new Privacy Notice jointly on behalf of the Parties.

**Data Subjects’ Rights**

* 1. The Parties will agree prior to entering into this Funding Agreement whether:
     1. they will each be separately responsible for responding to requests from Data Subjects in respect of the Grant-Related Personal Data; or
     2. one Party will be responsible, jointly on behalf of all Parties, for responding to requests from Data Subjects in respect of the Grant-Related Personal Data.
  2. The Parties each agree to provide such assistance as is reasonably required to enable another Party to comply with requests from Data Subjects to exercise their rights under the Data Protection Legislation within the time limits imposed by the Data Protection Legislation.
  3. The Recipient will, on the request of the PFCC, comply with any request from the PFCC to amend, rectify, transfer, block or destroy the Grant-Related Personal Data (or any of it) in order to comply with the relevant Data Subject’s exercising of his or her rights under the Data Protection Legislation.
  4. The nominated point of contact for each Party is responsible for maintaining a record of individual requests for information, the decisions made and any information that was exchanged. Records must include copies of the request for information, details of the data accessed and shared and where relevant, notes of any meeting, correspondence or phone calls relating to the request. The nominated point of contact for each Party are detailed in the Annex to this Schedule 4.

**Personal Data Breaches**

* 1. The Recipient will notify the PFCC urgently if it becomes aware of or suspects any Personal Data Breach, complaint, or regulatory interest in the processing of the Grant-Related Personal Data (irrespective of any obligation to notify the Commissioner of the same), and cooperate fully with the PFCC in the resolution of that issue.

**Data Protection Impact Assessments**

* 1. The Parties agree to provide reasonable assistance to each other in the completing of any data protection impact assessment (DPIA) which relates to this data sharing initiative.

**Data Retention and Deletion**

* 1. All Grant-Related Personal Data must be stored appropriately by the Recipient in accordance with its data storage and retention policies and procedures (such details to be made available to the PFCC on request). No Grant-Related Personal Data should be stored by Recipient personnel on their own personal computer systems.
  2. The Recipient shall ensure once Grant-Related Personal Data is no longer required and relevant retention periods have expired, Grant-Related Personal Data is securely and permanently deleted in accordance with its retention and disposal policies or provided to the PFCC as appropriate.

1. data processing provisions
   1. Where the Recipient is acting as a Processor, on behalf of the PFCC as Controller, it shall:
      1. only Process the Grant-Related Personal Data on the documented written instructions of the PFCC (which shall include this Funding Agreement) unless the Processing is required by applicable laws to which the Recipient is subject, in which case the Recipient shall to the extent permitted by such applicable laws inform the PFCC of that legal requirement before Processing;
      2. notify the PFCC within twenty-four (24) hours if it receives a request from a Data Subject under the Data Protection Legislation in respect of the Grant-Related Personal Data and assist the PFCC in responding to any such request;
      3. assist the PFCC in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, DPIAs and consultations with the Commissioner;
      4. notify the PFCC without undue delay, and at least within twenty-four (24) hours, on becoming aware of: (a) a Personal Data Breach or suspected Personal Data Breach; (b) any purported complaint or claim about the Processing; or (c) regulatory interest by the Commissioner in the Processing, and assist in the resolution of the issue.
      5. at the written direction of the PFCC, on expiry or termination of this Funding Agreement or at any time during the course of this Funding Agreement, delete or return the Grant-Related Personal Data and copies thereof to the PFCC unless required by applicable law to store the Grant-Related Personal Data; and
      6. make available to the PFCC on request all information necessary to demonstrate compliance with this Schedule 4 of the Funding Agreement, and allow for and contribute to audits, including inspections, by the PFCC or an auditor mandated by the PFCC.
   2. The Recipient may only engage Sub-processors with the PFCC’s prior written consent. The Recipient shall ensure that any Sub-processors are engaged under a written contract, imposing equivalent data protection obligations as are imposed on the Processor under this Schedule 4 of the Funding Agreement, and remains liable to the PFCC for compliance of any Sub-processor engaged. The Parties may include details of any Sub-processors in the Annex to this Schedule 4. Where this information is not included in the Annex to this Schedule 4, the PFCC may ask for details of any Sub-processors from time to time and the Recipient will take account of any objections to choices of Sub-processor.
2. security
   1. The Recipient will keep the Grant-Related Personal Data and any other data shared with them confidential.
   2. The Recipient undertakes to have in place throughout the term of this Funding Agreement appropriate technical and organisational security measures to:
      1. prevent:
         1. unauthorised or unlawful Processing of the Grant-Related Personal Data; and
         2. the accidental loss or destruction of, or damage to, the Grant-Related Personal Data;
      2. ensure a level of security appropriate to:
         1. the harm that might result from such unauthorised or unlawful Processing or accidental loss, destruction or damage; and
         2. the nature of the Grant-Related Personal Data to be protected.
   3. It is the responsibility of the Grant Recipient to ensure its staff members are appropriately trained to handle and Process the Grant-Related Personal Data in accordance with the measures noted in paragraph 6.2 together with any other applicable national guidance and have entered into confidentiality agreements relating to the Processing of Personal Data.
   4. The level, content and regularity of training referred to in paragraph 6.3 shall be proportionate to the staff members' role, responsibility and frequency with respect to their handling and Processing of the Grant-Related Personal Data.
   5. The Recipient must have regard to any particular security requirements notified by the PFCC during the term of this Funding Agreement.
3. data transfers
   1. For the purposes of this paragraph 7, transfers of Personal Data shall mean any sharing of Grant-Related Personal Data with a third party, and shall include, but is not limited to, the following:
      1. subcontracting the Processing of Grant-Related Personal Data to a Processor or Sub-processor; and
      2. granting a third-party Controller access to the Grant-Related Personal Data.
   2. The Recipient shall not transfer any Grant-Related Personal Data outside the UK unless they have the consent of the PFCC and ensure that: (i) the transfer is to a country providing adequate protection pursuant to Article 45 of the UK GDPR; (ii) there are appropriate safeguards in place pursuant to Article 46 of the UK GDPR; or (iii) where neither (i) nor (ii) is applicable or appropriate, one of the derogations for specific situations in Article 49 of the UK GDPR applies to the transfer.
   3. Save as to obtain legal and other professional advice, where the Recipient wishes to share Grant-Related Personal Data with a third party, it must:
      1. seek the agreement of the PFCC in advance;
      2. ensure the data sharing is compatible with the Agreed Purposes, the Lawful Bases for Sharing (where it is a Controller) and is otherwise compatible with the Data Protection Legislation;
      3. ensure it has in place appropriate data sharing or data processing arrangements, in accordance with the Data Protection Legislation; and
      4. ensure that its Privacy Notices and transparency information is up to date (where it is a Controller).
4. review
   1. The Parties shall review the effectiveness of this Schedule 4 of the Funding Agreement periodically throughout the term of the Funding Agreement, and may amend this Schedule 4 depending on the outcome of that review. This review will involve:
      1. assessing whether the Parties are complying with the terms of this Agreement and only sharing Grant-Related Personal Data for the Agreed Purposes set out in the Annex to this Schedule 4;
      2. assessing whether the legal framework governing data quality, retention, and Data Subjects' rights are being complied with;
      3. assessing whether Personal Data Breaches involving the Grant-Related Personal Data have been handled in accordance with this Schedule 4 of the Funding Agreement and the Data Protection Legislation; and
      4. assessing whether this Schedule 4 of the Funding Agreement needs to be updated to comply with any amendments to the Data Protection Legislation or guidance from the Commissioner.

**ANNEX TO SCHEDULE 4**

**DATA SHARING AND DATA PROCESSING PARTICULARS**

|  |  |  |
| --- | --- | --- |
| **Nominated points of contact** | The PFCC | [*insert data protection contact/role and their contact details*] |
| The Recipient | [*insert data protection contact/role and their contact details*] |

|  |  |  |  |
| --- | --- | --- | --- |
| **Status of the Parties** | **Data protection role** | **Parties** | **Extent of role** |
| Independent Controllers: | [*List the relevant Parties*] | [*e.g. at all times, for the following activities/services: …, etc*] |
| Joint Controllers: | [*List the relevant Parties*] | [*e.g. at all times, for the following activities/services: …, etc*] |
| Processors: | [*List the relevant Parties*] | [*e.g. at all times, for the following activities/services: …, etc*] |

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| --- | --- |
| **Agreed Purposes** | The Parties agree to only share the Grant-Related Personal Data for the purposes of [*add, remove or amend as necessary*]:   * the PFCC providing the Grant to the Recipient for the Project; * the PFCC’s management and monitoring of the Grant and compliance with this Funding Agreement, including in relation to audits, inspections and information requirements; * compliance with any data protection obligations as set out in the Funding Agreement; and * the handling of any complaints, issues or requests in relation to the Grant-Related Personal Data. |

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| **Grant-Related Personal Data** | Personal Data: | [*Insert the categories of individuals and a description of the types of Personal Data Processed for each of those categories. For example,* ***Members of the public: names, contact details, CCTV footage****]* |
| Special Category Personal Data (if applicable): | *[Insert the categories of individuals and a description of the types of Special Category Personal Data Processed for each of those categories (i.e. race/ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic data, biometric data (where used for identification purposes), health, sex life and sexual orientation). Note that for the purposes of this Funding Agreement Special Categories of Personal Data has been defined to also include criminal convictions and offences. For example,* ***Members of the public: race/ethnicity, criminal convictions and offences****]* |

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| **Engagement of Processors / Sub-processors** | **Processor / Sub-processor details** | **Service Processor / Sub-processor will be providing** | **Method of engagement** |
|  |  | [*e.g. already engaged by the Recipient, to be engaged by the Recipient as lead Controller on behalf of both Parties, etc*] |

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| **Lawful Bases for Sharing** *(only required where the Parties are Controllers/Joint Controllers)*  Note: not all lawful bases have been included | **Lawful bases** | **The PFCC** | **The Recipient** |
| **Personal Data** *(more than one may be selected if appropriate)* | | |
| Article 6(1)(a) UK GDPR *processing is based on the consent of the Data Subjects* |  |  |
| Article 6(1)(b) UK GDPR *processing is necessary for the performance of a contract to which the Data Subject is party or in order to take steps prior to entering into a contract* |  |  |
| Article 6(1)(c) UK GDPR *processing is necessary for compliance with a legal obligation* |  |  |
| Article 6(1)(d) UK GDPR *processing is necessary in order to protect the vital interests of the Data Subject or others* |  |  |
| Article 6(1)(e) UK GDPR *processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority* |  |  |
| Article 6(1)(f) UK GDPR *processing is necessary for legitimate interests* |  |  |
| **Special Category Personal Data** (if applicable) *(more than one may be selected if appropriate)* | | |
| Article 9(2)(a) UK GDPR *processing is based on the explicit consent of the Data Subjects* |  |  |
| Article 9(2)(b) UK GDPR *processing is necessary for obligations relating to employment, social security and social protection* |  |  |
| Article 9(2)(c) UK GDPR *processing is necessary in order to protect the vital interests of the Data Subject or others* |  |  |
| Article 9(2)(e) UK GDPR *processing relates to Personal Data made public by the Data Subject* |  |  |
| Article 9(2)(f) UK GDPR *processing is necessary for the establishment, exercise or defence of legal claims* |  |  |
| Article 9(2)(g) UK GDPR *processing is necessary for reasons of substantial public interest* |  |  |
| Article 9(2)(h) UK GDPR *processing is necessary for the assessment of the working capacity of the employee, the provision of health or social care or treatment or the management of health or social care systems and services* |  |  |
| Article 9(2)(j) UK GDPR *processing is necessary for archiving, scientific or historical research purposes* |  |  |
| Article 10 UK GDPR *processing is carried out under official authority or is authorised by law* (in relation to Personal Data relating to criminal convictions and offences) |  |  |
| **Conditions for sensitive processing** (only applicable to the PFCC and other law enforcement bodies when processing Personal Data for law enforcement purposes) | | |
| Para 1, Sch 8, DPA 2018 *processing is necessary for statutory purposes* | ☐ | N/A |
| Para 2, Sch 8, DPA 2018 *processing is necessary for the administration of justice* |  | N/A |
| Para 3, Sch 8, DPA 2018 *processing is necessary to protect the vital interests of the Data Subject or another individual* |  | N/A |
| Para 4, Sch 8, DPA 2018 *processing is necessary to safeguard children and individuals at risk* |  | N/A |
| Para 5, Sch 8, DPA 2018 *processing relates to Personal Data made public by the Data Subject* | ☐ | N/A |
| Para 6, Sch 8, DPA 2018 *processing is necessary for legal claims* | ☐ | N/A |
| Para 8, Sch 8, DPA 2018 *processing is necessary to prevent fraud* | ☐ | N/A |
| Para 9, Sch 8, DPA 2018 *processing is necessary for archiving, research or statistical purposes* | ☐ | N/A |