

# MOPAC

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

**DATED [INSERT DATE]**

**GRANT AGREEMENT between**

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

**and**

**[INSERT NAME OF PARTNER]**

**For the allocation of the xxxx  
Funding for financial years xxxx**

Mayor's Office for Policing and Crime  
City Hall  
The Queen's Walk  
London, SE1 2AA

This Grant Agreement is made on [INSERT DATE]

**Between**

- (1) **THE MAYOR'S OFFICE FOR POLICING AND CRIME** of City Hall, The Queen's Walk, London, SE1 2AA ("MOPAC"); and
- (2) **[ORGANISATION NAME]** (Company/Charity registration no: [INSERT]) whose registered office is at [INSERT ADDRESS] ("the **Recipient**").

**Commissioning Contacts :**

MOPAC		Supplier...Insert name of organisation	
Name		Name	.....
Title		Title	
Email		Email	
Tel/Mob		Tel/Mob	
UK GDPR MOPAC role:	Independent Controller	UK GDPR Supplier role:	Independent Controller

**Background**

- A. Under Section 143(3) of the Anti-Social, Behaviour Crime and Policing Act 2014, MOPAC may make grants in relation to services "intended by the local policing body to victims or witnesses of or other persons affected by, offences and anti-social behaviour."
- B. As part of [insert name of fund/initiative as relevant], MOPAC wishes to provide a grant to the Recipient to assist with the cost of providing the Funded Project.
- C. MOPAC considers that the Funded Project will secure or contribute to [insert policy aim e.g.: securing the reduction of crime and disorder/supporting victims of crime] in the Metropolitan Police District.
- D. The Parties have agreed that the Grant will be made subject to the terms of this Grant Agreement.

**1. Definitions and Interpretation**

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

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

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

**"Confidential Information"** means the terms of this Grant Agreement and any and all information (whether written or verbal) that by its nature may reasonably be regarded as confidential to MOPAC (whether commercial, financial or otherwise) including information which relates to the business affairs, suppliers, know-how or personnel of MOPAC;

**"Data Protection Legislation"**

**means:**

- (a) UK GDPR
- (b) The Data Protection Act 2018
- (c) any other applicable law relating to the processing, privacy and/or use of Personal Data, as applicable to either Party and/or to the processing activity undertaken under the Contract,;
- (d) any statutory codes of practice issued by the Information Commissioner in relation to such legislation;
- (e) the Privacy and Electronic Communications (EC Directive) Regulations 2003; and
- (f) any laws which implement any such laws and any laws that replace, extend, re-enact, consolidate or amend any of the foregoing

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

**"End Date"** means [INSERT DATE];

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

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

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

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

**"Funding Period"** means Financial Years [xxxx – xxxx];

**"Grant"** means the grant funding of up to [£insert amount] that MOPAC has agreed to pay to the Recipient for the Eligible Expenditure;

**"Grant Agreement"** means this grant agreement including the Annexes and any documents referred to in this Grant Agreement;

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

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

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

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

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

**"Mobilisation Plan"** has the meaning given to it in clause 3.3;

**"Mobilisation Return"** means the form set out in Annex 9 (Mobilisation Return);

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

**"Quarterly Monitoring Return"** means the form set out in Annex 7 (Quarterly Monitoring Return); MOPAC may ask, in the near future, for this information to be submitted through the GLA OPS system. MOPAC officers will provide instructions on how this can be achieved.

**"Quarterly Spend Form"** means the form set out in Annex 6 (Quarterly Spend Form); and

**"Start Date"** means [INSERT START DATE].

**"UK GDPR"** means Regulation (EU) 2016/679 (General Data Protection Regulation), as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section

3 of the European Union (Withdrawal) Act 2018, (including as further amended or modified by the laws of the United Kingdom or of a part of the United Kingdom from time to time)

1.2 In this Grant Agreement, unless the context otherwise requires:

- 1.2.1 any reference to a person shall be construed as a reference to any person, firm, company, corporation, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) or one or more of the foregoing;
- 1.2.2 any reference to the singular shall include the plural and vice versa;
- 1.2.3 references to any party to this Grant Agreement include its successors-in-title and permitted assignees;
- 1.2.4 any reference to "written" or "writing" includes faxes (but not email) or other transitory forms; and
- 1.2.5 any phrase introduced by the terms "include", "including", "particularly" or "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

## 2. Duration

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

## 3. Grant

- 3.1 Subject to the Recipient complying with this Grant Agreement, MOPAC has agreed to pay the Grant to the Recipient for the Funding Period in accordance with the Grant Funding Profile. No other sums other than the Grant will be paid by MOPAC to the Recipient.
- 3.2 The Recipient will use the Grant solely for the Eligible Expenditure in order to deliver the Funded Project set out in Annex 2 (Funded Project) in accordance with this Grant Agreement.
- 3.3 Within 10 days of the award of the Grant, unless notified otherwise by MOPAC, the Recipient will agree with MOPAC a mobilisation plan (the "**Mobilisation Plan**") that clearly describes the deliverables that will have been carried out in advance of the Start Date, including the key milestones, and details of activities that must be completed before delivery of the Funded Project can start..
- 3.4 The Recipient shall deliver the Funded Project in accordance with Annex 2 (Funded Project) and Annex 5 (Minimum Standards) using all reasonable care, skill and diligence.
- 3.5 The Grant will only be payable in respect of Eligible Expenditure that has been incurred by the Recipient and that is not the subject of any funding received from any co-funder or other third party.
- 3.6 The provision of the Grant amounts to a conditional gift and is therefore not subject to VAT. If, at any time, it is held by the UK government to be subject to VAT, then the Recipient agrees and acknowledges that the Grant shall have included any and all applicable VAT.

## 4. Payment of the Grant

- 4.1 Payments of the Grant will be made in accordance with this clause 4 and Annex 4 (Payment and Monitoring).
- 4.2 In order for any payment to be released, the Recipient must:
  - 4.2.1 sign and return this Grant Agreement;
  - 4.2.2 submit an invoice in accordance with the deadlines and procedure provided in Annex 4 (Payment and Monitoring);
  - 4.2.3 submit a Quarterly Spend Form, Quarterly Monitoring Return and/or Annual Monitoring Return and/or Mobilisation Return (as appropriate) in accordance with the deadlines set out in Annex 4 (Payment and Monitoring);

- 4.2.4 submit such other documentation MOPAC reasonably considers that it requires from time to time to evidence Eligible Expenditure and evaluate the Funded Project; and
- 4.2.5 be in compliance with this Grant Agreement.
- 4.3 MOPAC will not be required or be liable to pay all or part of the payments of the Grant if such documentation referred to in clause 4.2 above is not received by the relevant deadlines. If such documentation is not received, the relevant sums shall be deemed to be underspend.
- 4.4 MOPAC is not permitted to pay the Grant in advance of need. If MOPAC reasonably believes that payment is being made in advance of need, it may change the timing and/or the amount of any outstanding Grant payments.
- 4.5 Where payment of the Grant is conditional upon the Recipient providing Match as set out in Annex 3 (Funding), the Recipient will:
  - 4.5.1 procure that the Match (or any part of it) is not used for Ineligible Expenditure;
  - 4.5.2 notify MOPAC in writing immediately of any failure by the Recipient or a third party to provide all or part of the Match or any circumstance that affects or might affect the payment or availability of such Match; and
  - 4.5.3 notify MOPAC of any additional confirmed match funding or match in kind to that set out under Annex 3 (Funding). MOPAC reserves the right to reduce the Grant in light of additional match funding or match in kind.

## **5. Ineligible Expenditure**

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

## **6. Managing the Grant**

- 6.1 Notwithstanding the requirement in clause 4.2.3, the Recipient must notify MOPAC as soon as reasonably practicable if any underspend of the Grant is forecast.
- 6.2 If by the End Date there is any underspend of the Grant, then the Recipient will repay the amount of such underspend to MOPAC within thirty (30) calendar days of the End Date.
- 6.3 If any overpayment of the Grant has been made, MOPAC will recover the payment from the Recipient.
- 6.4 The Recipient's Chief Executive will ensure that appropriate professional arrangements are put in place for the management of the Grant and any Match (where it is a condition of the Grant),

and the reporting of expenditure of the Grant and any Match (if applicable). The Chief Executive must take all necessary steps to ensure that the Grant is accounted for and monitored separately from the Recipient's other funding streams.

- 6.5 The Recipient will take all reasonable endeavours to deliver the Funded Project in accordance with the timescales set out in Annex 2 (Funded Project). If completion looks unlikely within the timetable, the Recipient is required to notify MOPAC as soon as possible.
- 6.6 Any unspent funding of the Grant cannot be carried over to the following financial year without the express consent of MOPAC.
- 6.7 The Recipient must inform MOPAC within ten (10) working days of the relevant deadline in Annex 4 (Payment and Monitoring) of any unspent funding for that quarter to enable the effective financial management of the Grant.

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

- 7.1 MOPAC may (at its absolute discretion) reduce, suspend, or withhold Grant payments, or require all or any part of the Grant to be repaid and, at its option, terminate this Grant Agreement by giving written notice to the Recipient (with such termination to take effect either immediately or at the end of such notice period as MOPAC may stipulate) if any of the following events occur:
  - 7.1.1 any information provided in the application for the Grant (or in a claim for payment) or in any subsequent supporting correspondence is found to be incorrect or incomplete to an extent which MOPAC considers to be material;
  - 7.1.2 the Recipient takes what MOPAC considers to be inadequate measures to investigate and resolve any Financial Irregularity or MOPAC reasonably concludes the Grant is at risk of being misapplied;
  - 7.1.3 MOPAC reasonably considers that there has been unsatisfactory progress towards completion of the Funded Project or that there has been a material change in respect of the nature, expenditure, timing or any other aspect of the Funded Project or in any of the factors on which the decision to award the Grant was based (including the status of the Recipient);
  - 7.1.4 in MOPAC's opinion the Recipient fails to deliver or unsatisfactorily delivers the Funded Project and/or MOPAC reasonably considers that the Funded Project do not comply with the Minimum Standards;
  - 7.1.5 the Recipient fails to comply with any of the terms and conditions set out in this Grant Agreement;
  - 7.1.6 a decision is made by UK Government or by the European Commission and/or an obligation arises under any applicable law which requires that the Grant should be varied, withheld, reduced, cancelled or recovered;
  - 7.1.7 MOPAC reasonably considers that payment of the Grant or any part of it would be in breach of European Union state aid rules;
  - 7.1.8 MOPAC's ability to provide the Grant is affected due to an internal policy decision or due to funding cuts;
  - 7.1.9 the Recipient purports to transfer or assign any rights, interests or obligations arising under this Grant Agreement without the prior agreement of MOPAC;
  - 7.1.10 the Recipient changes the nature of its operations to an extent which MOPAC considers to be significant or prejudicial; or
  - 7.1.11 the composition of the Recipient changes or the Recipient is subject to a proposal for a voluntary arrangement or has a petition for an administration order or a winding-up order brought against it; or passes a resolution to wind up; or makes any composition, arrangement, conveyance or assignment for the benefit of its creditors, or purports to do so; or is subject to the appointment of a receiver, administrator or liquidator.
- 7.2 The Recipient shall notify MOPAC immediately and provide MOPAC with a full written explanation if any of the circumstances in clause 7.1 above arise.

- 7.3 It is hoped that most difficulties encountered by the Recipient can be overcome with the advice and support of MOPAC and if MOPAC becomes entitled to exercise its rights under clause 7.1, it may nevertheless decide not to exercise those rights, or not to exercise them to the fullest extent possible, or to delay in exercising those rights. However, any decision not to exercise MOPAC's rights under clause 7.1, or to exercise them only partially or to delay in exercising them, may be made on conditions which will be notified to the Recipient. If the Recipient complies with those conditions MOPAC shall not take any further action under clause 7.1. If the Recipient breaches any of those conditions, or commits any new breach of this Grant Agreement, then MOPAC shall again be entitled to exercise all or any of its rights under clause 7.1.
- 7.4 In the event that MOPAC exercises its right to terminate the Grant Agreement under clause 7.1, the Recipient shall repay to MOPAC such amounts of the Grant paid to the Recipient prior to termination as MOPAC (acting reasonably) deems appropriate.
- 7.5 The Recipient must repay MOPAC any amount required to be repaid under this clause 7 within thirty (30) calendar days of receiving the demand for repayment.
- 7.6 Without prejudice to its other rights under this Grant Agreement, MOPAC may terminate this Grant Agreement at any time by giving three (3) calendar months' notice in writing to the Recipient. At the end of that period the Recipient must provide a final claim.
- 7.7 If MOPAC exercises its right under clause 7.1, MOPAC will pay the Recipient a pro-rated sum of any Eligible Expenditure properly incurred and for which it has yet to invoice MOPAC provided always that the Recipient provides MOPAC with an invoice for the same with all supporting documentation required by MOPAC in accordance with clause 4 of this Grant Agreement.

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

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

- 8.6.2 data sharing with any future service provider;
- 8.6.3 licence or transfer of any Intellectual Property Rights if appropriate; and
- 8.6.4 agreement to the classification and transfer of any assets.

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

- 9.1 The Recipient must ensure that the requirements set out in this Grant Agreement, and in any clarification or guidance issued from time to time by MOPAC, are complied with. In particular, the Recipient must:
  - 9.1.1 agree in writing in advance with MOPAC any changes to any of the Funded Project;
  - 9.1.2 establish, implement, maintain and operate effective monitoring and financial management systems so that as a minimum the costs funded by the Grant can be clearly identified and the propriety and regularity of all payments and handling of the Grant are ensured;
  - 9.1.3 notify MOPAC immediately of any Financial Irregularity in the use of the Grant is suspected, and indicate the steps being taken in response;
  - 9.1.4 keep a record of expenditure incurred funded partly or wholly by the Grant and, where applicable, all expenditure and activity in relation to Match, and retain all accounting records relating to these for a period of at least eight (8) years after the end of the Funding Period. Accounting records include: original invoices, receipts, minutes from meetings, accounts, deeds, and any other relevant documentation, whether in writing or electronic form;
  - 9.1.5 keep and maintain records to demonstrate that the delivery of the Funded Project is in line with the Minimum Standards and/or the outputs and outcomes as detailed in Annex 5 (Minimum Standards); and
  - 9.1.6 keep and maintain such other records as may be required by MOPAC or any other party commissioned by MOPAC from time to time to undertake an evaluation of the Grant, and, or services funded by MOPAC more broadly.
- 9.2 Where the Recipient is acting as the lead partner for a consortium, each partner should provide to the lead partner:
  - 9.2.1 an annual, written statement, signed by the partner's treasurer, of how the money was spent; and
  - 9.2.2 a signed undertaking that the partner(s) will retain such documents for the period prescribed above.
- 9.3 MOPAC and any person nominated by MOPAC has the right to audit any and all such evidence provided in accordance with clauses 9.1.4, 9.1.5 and 9.1.6 at any time during the eight (8) years after the end date of the Funding Period on giving reasonable notice (whether in writing or verbally) and at any reasonable time to inspect any aspect of the Recipient's delivery of the Funded Project and the Recipient shall give all reasonable assistance to MOPAC or its nominee in conducting such inspection, including making available documents and staff for interview;
- 9.4 The Recipient will cooperate with MOPAC and provide access to such other records required under this clause 9 within such time period as reasonably requested by MOPAC and will provide any such assistance to MOPAC or such other parties as reasonably required by them to conduct an evaluation of such records efficiently and effectively.

## **10. Audit and Inspection**

- 10.1 The Recipient shall, as and when required by MOPAC or any other inspecting/auditing parties, permit any officer or officers of MOPAC, external auditing bodies (e.g. the National Audit Office, the Audit Commission or appointed third party auditors for MOPAC) or their nominees to:
  - 10.1.1 visit its premises and/or otherwise inspect any of its equipment and activities (including any assets funded under the terms of this Grant Agreement);



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

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

which may reasonably relate to the use of the Grant and/or compliance with the terms of this Grant Agreement (including as may be relevant to an assessment of the economy, efficiency and effectiveness with which the Grant has been used). All such audit assistance shall be provided at no charge to MOPAC, the external auditing bodies or their nominees.

10.2 MOPAC shall endeavour, but is not obliged, to provide due notice of the intent to conduct an audit pursuant to clause 10.1.

10.3 The Recipient shall ensure that this Grant Agreement falls within the scope of the audit as part of the recipient's annual internal and external audit programme.

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

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

11.1 The Recipient shall ensure that it, and anyone acting on its behalf, in delivering the Funded Project and performing its obligations under this Grant Agreement, complies with all applicable laws and regulations for the time being in force in England and Wales, and in particular the Recipient shall:

11.1.1 take all necessary steps to secure the health, safety and welfare of all persons involved in or attending the Funded Project;

11.1.2 have in place appropriate equal opportunities and complaints policy/procedures and shall not unlawfully discriminate against any person;

11.1.3 ensure it complies and its suppliers and sub-contractors comply, with the provisions of Bribery Act 2010 and any guidance issued by the Secretary of State under the same (whether or not so obliged expressly by that act or such guidance); and

11.1.4 comply with the requirements of the Data Protection Legislation.

11.2 The Recipient shall ensure that no act or omission by itself, its permitted sub-contractors and/or agents acting in connection with this Grant Agreement causes MOPAC to be in breach of any applicable laws or regulations.

11.3 The Recipient warrants that it has or will obtain the necessary authority (legislative or otherwise) to deliver the Funded Project.

11.4 Without prejudice and in addition to clauses 11.1 and 11.3, before the Start Date, the Recipient will:

11.4.1 undertake Disclosure and Barring Service checks in respect of all persons engaged in or about the Funded Project (by the Recipient, any agent, sub-recipient of the Grant, contractor or sub-contractor) where such persons shall be working with children or vulnerable persons or have access to personal data (as defined in Data Protection Legislation) concerning such children and vulnerable persons in relation as part of the Funded Project; and

## **12. Procurement Procedures**

12.1 The Recipient must secure value for money in all purchases of goods and services. The Recipient shall demonstrate, if required, to the satisfaction of MOPAC that it has:

12.1.1 provided best value for money; and

12.1.2 acted in a fair, open and non-discriminatory manner,

in relation to the procurement of goods and services which are procured using the Grant and in relation to goods and services which the Recipient itself is responsible for delivering in connection with the Funded Project. MOPAC reserves the right to withhold all or any payments

of the Grant to the extent it believes the associated goods and/or services do not provide best value for money. The Recipient shall be given reasonable opportunity to provide additional information and submissions to demonstrate that the Recipient has complied with this clause.

- 12.2 In procuring any goods or services using the Grant, the Recipient shall, subject to the terms of this Grant Agreement, ensure that it follows open and competitive procurement procedures in accordance with all relevant law and policies including the Public Contracts Regulations 2015 and MOPAC's Contracts and Funding Code.
- 12.3 The Recipient must ensure it complies with requirements of all relevant legislation when procuring works, goods or services as appropriate using the Grant. MOPAC is not responsible for the Recipient's procurement decisions.

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

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

### **14. Insurance Coverage**

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

### **15. Liability**

- 15.1 The Recipient shall be liable for and indemnify and keep indemnified MOPAC, its officers and employees from and against all claims, costs, expenses (including legal and other professional fees and expenses), losses, damages and other liabilities made against, suffered, or incurred by any of them and arising out of or in connection with the management (including financial management) of the Grant and delivery of the Funded Project, save to the extent that any such claims, costs, expenses, losses, damages or other liabilities were caused by MOPAC's negligence.
- 15.2 Limitation period clause

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

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

- 16.1 Subject to clause 16.2, the Recipient shall ensure that, where appropriate, publicity is given to the Funded Project and the fact that MOPAC is financially supporting the Funded Project. In acknowledging the contribution made by MOPAC, the Recipient must also comply with any guidance on publicity provided by MOPAC and subject to clause 17.3, MOPAC's logo shall be used wherever possible.
- 16.2 All publicity generated by the Recipient referring to MOPAC and/or the Funded Project must be approved in writing at least five (5) working days in advance of any release of publicity material (in any form) by MOPAC. The Recipient shall also ensure that any proposals for any launch or other related publicity activity are approved in writing by MOPAC at least one month before the date of such proposed launch or other related publicity activity.
- 16.3 The Recipient shall ensure that it does not by its own actions or omissions, or those of its contractors or agents, harm MOPAC's reputation or bring MOPAC into disrepute.
- 16.4 MOPAC will be entitled to:
- 16.4.1 publish a summary of the Funded Project on its website;
  - 16.4.2 distribute details of the Funded Project to relevant partners within London and the criminal justice system, including local authority contacts; and
  - 16.4.3 publicly acknowledge the Funded Project including (without limitation) in speeches, announcements and reports.
- 16.5 The Recipient will send any reports in relation to the Funded Project that are to be sent to any external parties (including central government, voluntary and community organisations or any statutory organisations) to MOPAC in advance for its review and comment. The Recipient will consult with MOPAC in relation to such reports and will take into account any reasonable amendments required by MOPAC.
- 16.6 The Recipient will provide such information and data as reasonably required by MOPAC (including, without limitation the personal data specified in Appendix 1 of Annex 10 (Data Protection)) in order for MOPAC to evaluate the Funded Project.

## **17. Intellectual Property Rights**

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

## **18. Confidentiality**

- 18.1 Subject to clauses 18.2 and 18.4, the Recipient shall:
- 18.1.1 safeguard and keep confidential the Confidential Information; and
  - 18.1.2 not use or exploit the Confidential Information in any way except for the purpose of performing its obligations or exercising its rights under this Grant Agreement.
- 18.2 The Recipient shall not disclose the Confidential Information except to directors, officers and employees of the Recipient provided that such disclosure is strictly on a need to know basis to those directors, officers and employees who are directly connected with the delivery of the Funded Project.
- 18.3 The Recipient shall ensure that all persons and bodies mentioned in clause 18.2 above and any other persons to whom the confidential information is disclosed (i) are made aware, prior to the disclosure of the Confidential Information, of the confidential nature of that information and (ii) comply with the provisions of this clause 18.
- 18.4 The obligations on the Recipient set out in this clause 18 shall not apply to any information to the extent that such information:
- 18.4.1 is publicly available or becomes publicly available through no act or omission of that Party; or
  - 18.4.2 is required to be disclosed by law.

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

- 19.1 Both parties shall comply with their respective obligations in Annex 10 (Data Protection).
- 19.2 The Freedom of Information Act 2000 (“**FOIA**”) gives a general right of access to information held by a public authority. Subject to any exemptions applicable, the Recipient shall co-operate fully with MOPAC as reasonably requested by MOPAC in respect of any request for information made to MOPAC in connection with this Grant Agreement pursuant to the FOIA.
- 19.3 The Recipient acknowledges and agrees that:
- 19.3.1 MOPAC is committed to openness and transparency and notwithstanding clause 18, the Recipient hereby gives its consent for MOPAC to publish the Agreement Information to the general public; and
  - 19.3.2 MOPAC may in its absolute discretion redact all or part of the Agreement Information prior to its publication. In so doing and in its absolute discretion the Authority may take account of the exemptions/exceptions that would be available in relation to information requested under FOIA. The Authority may in its absolute discretion consult with the Recipient regarding any redactions to the Agreement Information to be published pursuant to this clause 19.3. The Authority shall make the final decision regarding publication and/or redaction of the Agreement Information.
- 19.4 For the avoidance of doubt in the event that the Authority consents to the Recipient’s disposal or cessation of use in the Project of any Capital Asset (pursuant to clause 9.5) the Recipient shall ensure all data collected used or in any way related to or connected with the Project is erased (so that it cannot be recovered there from) from the Capital Assets to which such consent relates.

## **20. Agency**

- 20.1 The Recipient is not and shall in no circumstances hold itself out as being the agent or partner of MOPAC.
- 20.2 The Recipient is not and shall in no circumstances hold itself out as being authorised to enter into any contract on behalf of MOPAC, or in any other way to bind MOPAC, to the performance, variation, release or discharge of any obligation or power; or to make any statement on behalf of MOPAC (unless approved in writing in advance).
- 20.3 The employees of the Recipient are not, shall not hold themselves out to be, and shall not be held out by the Recipient as being, employees of MOPAC for any purpose whatsoever.

## **21. Notices**

- 21.1 Any notice, demand or communication between MOPAC and the Recipient required under the terms of this Grant Agreement shall be in writing and may be delivered by email or first class registered post addressed to the named contacts (as applicable) at the addresses mentioned in Annex 1 (Contact Information) or to such other named contact and/or address as the Parties may notify the other from time to time.
- 21.2 The notice, demand or communication will be deemed to have been duly served:
- 21.2.1 if delivered by first class registered post, two (2) working days after being posted; or
- 21.2.2 if delivered by email, at the time of sending or if such email is sent after 5pm on a working day, at 9am on the next working day.

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

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

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

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

## **24. London Living Wage.**

- 24.1 For the purposes of this Clause, unless the context indicates otherwise, the expression "London Living Wage" means a basic hourly wage as updated from time to time by the GLA Economics Unit or any relevant replacement organisation and as notified to the Service Provider.
- 24.2 The Service Provider acknowledges and agrees that the Mayor of London pursuant to section 155 of the GLA Act has directed that members of the Authority Group ensure that the London Living Wage is paid to anyone engaged by any member of the Authority Group who is required to discharge contractual obligations in Greater London or on the Authority's estate.
- 24.3 Without prejudice to any other provision of this Agreement, the Service Provider shall:
- 24.3.1 ensure that none of its employees, including sub-contractors, engaged in the provision of the Services (in Greater London or on the Authority's estate but not otherwise) is paid an hourly wage (or equivalent of an hourly wage) less than the London Living Wage;
- 26.3.2 ensure that none of its employees, including sub-contractors, engaged in the provision of the Services is paid less than the amount to which they are entitled in their respective contracts of employment;
- 26.3.3 provide to the Authority such information concerning the London Living Wage and as the Authority or its nominees may reasonably require from time to time;
- 26.3.4 disseminate on behalf of the Authority to its employees engaged in the provision of the Services such perception questionnaires as the Authority may reasonably require

from time to time and promptly collate and return to the Authority responses to such questionnaires; and

- 26.3.5 co-operate and provide all reasonable assistance in monitoring the effect of the London Living Wage.
- 26.3.6 For the avoidance of doubt the Service Provider shall implement any updated London Living Wage on or before 1 April in the year following notification of such updated London Living Wage.
- 26.3.7 The MOPAC reserves the right to audit (acting by itself or its nominee(s)) the provision of the London Living Wage to the Service Provider's staff and the staff of its sub-contractors.
- 26.3.8 Any breach by the Service Provider of the provisions of this Clause 24 shall be treated as a material breach capable of remedy in accordance with Clause 8

## **25. Whistle Blowing**

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

## **26. Duty to report concerns**

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

## **27. Safeguarding**

- 27.1 The Recipient must have in place, where applicable to the service provision, (and maintain throughout the continuance of the Project) appropriate child and vulnerable persons safeguarding policies, which must, for the avoidance of doubt meet any requirements of the MOPAC's related policies
- 27.2 This includes, but is not limited to, the recipients ensuring that its staff and sub-contractors comply and assist MOPAC to comply with the Prevent Duty within the Counter-Terrorism and Security Act 2015 which sets out a duty for specified authorities (and their contractors) to have due regard to the need to prevent people from being drawn into terrorism
- 27.3 The Recipient must have in place, where applicable to the service provision, arrangements for safeguarding vulnerable person and aware of the appropriate actions to undertake if they witness or suspect a child or vulnerable adult is at risk of abuse or incidents(s) of abuse is reported
- 27.4 The Recipient must ensure all staff members and volunteers receive appropriate safeguarding training and that this training is up-to-date.

## **28. General**

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

- 28.2 This Grant Agreement sets out the entire agreement between the Parties. It replaces all previous negotiations, agreements, understandings and representations between the Parties, whether oral or in writing. The Parties acknowledge that they are not relying on any representation, agreement, term or condition, which is not set out in this Grant Agreement.
- 28.3 Any amendments to this Grant Agreement shall only be valid if they are in writing and signed by an authorised representative of both Parties.
- 28.4 If any provision in this Grant Agreement is declared void or unenforceable by any court or other body of competent jurisdiction, or is otherwise rendered so by any applicable law, that provision shall to the extent of such invalidity or unenforceability be deemed severable and all other provisions of this Grant Agreement not affected by such invalidity or unenforceability shall remain in full force and effect.
- 28.5 This Grant Agreement is personal to the Recipient and the Recipient shall not be entitled to assign, sub-contract or otherwise dispose of any of its rights or obligations under this Grant Agreement without the prior written consent of MOPAC.
- 28.6 Unless expressly stated in this Grant Agreement, nothing in this Grant Agreement shall confer any rights on any person under the Contracts (Rights of Third Parties) Act 1999.
- 28.7 No waiver of any of the provisions of this Grant Agreement shall be effective unless expressly stated to be waived and communicated in writing to the other Party.
- 28.8 This Grant Agreement may be entered by any number of counterparts and by each party on separate counterparts and by each signatory on separate copies as if a separate counterpart. Each counterpart is an original, but all counterparts shall together constitute one single Grant Agreement between the parties.
- 28.9 Transmission of an executed counterpart of this Grant Agreement (but for the avoidance of doubt not just a signature page) by (a) fax or (b) email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this agreement. If either method of delivery is adopted, without prejudice to the validity of the agreement thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.
- 28.10 This Grant Agreement shall be governed by and construed in accordance with the law of England and Wales and any dispute arising under or in connection with this Grant Agreement shall be subject to the exclusive jurisdiction of the courts of England and Wales, to which each of the Parties irrevocably submits.

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

This Grant Agreement may be executed by the electronic application of their authorised signatories' signatures and provision of electronic copies of the same"

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

**Executed as a Deed** by affixing the )  
common seal of )  
**MAYOR'S OFFICE FOR POLICING )**  
**AND CRIME )**  
in the presence of:

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

MOPAC Authorised Officer Name:

Designation

Signature:

Date:

[**ORGANISATION NAME**] )  
acting by [insert name of director], )  
a director, in the presence of a )  
witness:

CEO /Director/ Authorised Officer  
Name:

Designation:

Signature:

Date:

Witness Name:



**Annex 1**  
**Contact Information**

**MOPAC**

Main contact name	
Position in organisation	
Postal address including postcode	
Email	
Telephone number	
Mobile telephone number	

**Recipient**

Organisation	
Main contact name	
Position in organisation	
Postal address including postcode	
Email	
Telephone number	
Mobile telephone number	

## Annex 2

### Funded Project

**Funded Project:** [Please insert relevant project details]

***[Template Note: Clause below to be included in this Schedule if needed, and amended as required. If not required, then delete as appropriate.]***

#### **1. Local Integration**

- 1.1 MOPAC expects the Recipient to work with other services and organisations in London to ensure that Londoners access the right services and a consistently high standard of care is maintained. Other services include:
  - 1.1.1 MOPAC funded services. MOPAC will provide a comprehensive list of MOPAC funded services to the Recipient and ensure the Recipient is informed of any future MOPAC commissioned services;
  - 1.1.2 any other third-party provider who service users may be transferred to or from; and
  - 1.1.3 any other third-party provider which may be providing to service users at the same time as the Recipient's provision.

## Annex 3

### Funding

#### Part 1: Eligible Expenditure

Costings:	2020/21	2021/22	2022/23	3 Year Total	Details of Expenditure
Project management costs					
Staffing					
Project activity costs					
<b>Total Co-Commissioning funding requested</b>					
<b>Total Cost of the project</b>					

#### Part 2: Match

The Recipient is not required to provide Match.

**OR**

Details of the Match to be provided by or on behalf of the Recipient are set out below:

***[Template Note: Delete as appropriate. If no Match is being provided please also delete the tables below]***

#### Match Funding

Organisation / Source	2020/21	2021/22	2022/23	Confirmed / Pending	Comments
<i>Match funding contributing to the overall running costs of the project:</i>					

<b>Total</b>					
<i>The Funding below will bring added value to the project:</i>					

**Match in kind**

Organisation / Source	2020/21	2021/22	2022/23	Confirmed/Pending	Comments
<b>Total</b>					

Additional narrative on Match in kind:

**[Partner]**

Item	Value of Match in kind (£) p.a

## Annex 4

### Payment and Monitoring

#### 1 Grant Funding Profile:

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

Title of Funded Project	Upfront Payment [delete if not applicable]	Maximum Funding Year 1 (FY 2020/21)	Maximum Funding Year 2 (FY 2021/22)	Maximum Funding Year 3 (FY 2022/23)	Combined 3- year maximum spend
Insert project details	£XXXXXX	£XXXXXX	£XXXXXX	£XXXXXX	£XXXXXX

#### 2 Payment process:

- 2.1 The Recipient must submit the relevant form(s) fully completed to MOPAC in accordance with the Payment and Monitoring table below.
- 2.2 The amount claimed must be reflective of the actual spend of Eligible Expenditure for that quarter.
- 2.3 MOPAC will review and check the form and subject to satisfactory progress and satisfactory completion of relevant documentation, MOPAC will inform the Recipient of the Grant amount it will pay to the Recipient. If MOPAC does not agree with the amount claimed by the Recipient, it will consult in good faith with the Recipient about any questioned amount.
- 2.4 Following receipt of the relevant form(s) submitted by Recipient and agreement by MOPAC in accordance with paragraph 2.3 above, MOPAC will notify the Recipient that an invoice can be submitted.
- 2.5 The Recipient must submit an invoice within ten (10) working days of receiving confirmation of the Grant amount by MOPAC.
- 2.6 The invoice should reference the [Insert programme name/ref] and must quote the relevant purchase order number.
- 2.7 The invoice should clearly outline: the relevant period it relates to, the amount being claimed, a brief description of what it relates to and the relevant bank account number and sort code.

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

2.8 All invoices must be sent by **email** to:

[SSCL.MPS.ap@police.sscl.com](mailto:SSCL.MPS.ap@police.sscl.com),

\_copying in the lead commissioner firstname.surname@mopac.london.gov.uk

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

### Payment and Monitoring Table

[amend and update table as required]

Activity	Deadline – 5pm
Submit Mobilisation Return	
Submit Year 1 - upfront payment invoice	
Submit Year 1, Quarter 1 – Quarterly Spend Form, Quarterly Monitoring Return and invoice	
Submit Year 1 Quarter 2 – Quarterly Spend Form, Quarterly Monitoring Return and invoice	
Submit Year 1 Quarter 3 – Quarterly Spend Form, Quarterly Monitoring Return and invoice	
Submit Year 1 – Quarterly Spend Form for close of Financial Year [insert financial year]	
Submit Year 1 Quarter 4 – Quarterly Spend Form, Annual Monitoring Return and invoice	
Submit Year 2 Quarter 1 – Quarterly Spend Form, Quarterly Monitoring Return and invoice	
Submit Year 2 Quarter 2 – Quarterly Spend Form, Quarterly Monitoring Return and invoice	
Submit Year 2 Quarter 3 – Quarterly Spend Form, Quarterly Monitoring Return and invoice	
Submit Year 2 – Quarterly Spend Form for close of Financial Year [insert financial year]	
Submit Year 2 Quarter 4 – Quarterly Spend Form, Annual Monitoring Return and invoice	
Submit Year 3 Quarter 1 – Quarterly Spend Form, Quarterly Monitoring Return and invoice	
Submit Year 3 Quarter 2 – Quarterly Spend Form, Quarterly Monitoring Return and invoice	
Submit Year 3 Quarter 3 – Quarterly Spend Form, Quarterly Monitoring Return and invoice	
Submit Year 3 – Quarterly spend form for close of Financial Year [insert financial year]	
Submit Year 3 Quarter 4 – Quarterly Spend Form, Annual Monitoring Return and invoice	



## **Annex 5**

### **Minimum Standards**

**2. [insert project specific requirements and details of minimum standards]**

[Include details of key information that you will want to collect in order to manage the delivery of the Grant, including on outputs and outcomes]

**3. Outputs and Outcomes**

3.1 [Include details of project outputs and outcomes that the Recipient will be required to report on]

3.2 In line with clause 4.2.4, the Recipient shall collect data relating to these outputs and outcomes and report on them quarterly to MOPAC. MOPAC reserves the right to determine the format to be used for these reports and may provide templates for the Recipient to complete as part of this.



**Annex 6  
Quarterly Spend Form**

Please note this form should be completed in Q1, Q2, Q3 & Q4 alongside monitoring returns. This form should also be completed and returned in the first week of March.

	<b>Maximum Grant Funding (FY 2020/21)</b>	<b>Maximum Grant Funding (FY 2021/22)</b>	<b>Maximum Grant Funding (FY 2022/23)</b>	<b>Combined 3 year Maximum Spend</b>		<b>Actual Spend in quarter 1</b>	<b>Actual Spend / Forecast Spend in quarter 2</b>	<b>Actual Spend / Forecast Spend in quarter 3</b>	<b>Actual Spend / Forecast Spend in quarter 4</b>		<b>Total Spend to date</b>		<b>Total forecast Spend by year end.</b>
[Project]													

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

- a) the information provided is correct; and no other grants or contributions have been or will be payable for the expenditure in respect of the grant being claimed; and
- b) the expenditure has been incurred only for the purposes set out in the terms and conditions of the Grant Agreement for the crime prevention fund.

Name:	
Position:	
Email:	

**CHIEF EXECUTIVE DECLARATION**

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

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

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

<b>Position:</b>	
<b>Date:</b>	

**Notes to the financial monitoror:**

**Column 1** This is the Grant allocated for the Funded Project for Financial Year 2020/21.

**Column 2** This is the Grant allocated for the Funded Project for Financial Year 2021/22.

**Column 3** This is the grant allocated for the Funded Project for Financial Year 2022/23.

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

**Columns 5 – 8** Actual spend this quarter/quarterly claim now made– this is the Recipient’s spend to date in this financial quarter, not including spend from previous quarters, i.e. the amount to be goods receipted. Forecast spend for future quarters – this is what the Recipient intends to spend in future quarters.

**Column 9** Total forecast spend by end of financial year — this should be actual spend to date and forecast spend.

**Column 10** Total spend to date – this is the cumulative spend to date, including this quarter and all previous quarters.

## Annex 7

### Quarterly Monitoring Return

Please note this form should only be completed in Q1, Q2 & Q3. The Annual Monitoring Return (Annex 8) should be completed in Q4.

<b>Outputs – to be reported quarterly</b>				
	YTD	Last Quarter	Current Quarter	Narrative
<b>Programme Plan</b>				
<i>Insert a summary of project delivery against the project plan</i>				
<b>Risks/ Issues</b>				
<i>Please set out any risks to delivery and inform MOPAC where there is any indication that an outcome and output may not be achieved.</i>				

<b>[Match – delete if not applicable]</b>
<i>Please provide confirmation of achieved matched funding, clearly specifying where matched funding is in kind.</i>

**CHIEF EXECUTIVE DECLARATION**

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

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

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





## Annex 9

### Mobilisation Return

Please note that the Funded Project must start by the Start Date. Any significant issues impacting on delivery start date should be escalated to MOPAC via your named contact immediately rather than waiting to submit this return.

<b>Delivery [Template Note: update these section headers as required]</b>
<i>Insert a summary of delivery against the procurement section of the mobilisation plan</i>
<b>Staffing</b>
<i>Insert a summary of delivery against the governance section of the mobilisation plan</i>
<b>Procurement</b>
<i>Insert a summary of delivery against the delivery section of the mobilisation plan</i>
<b>Governance</b>
<i>Insert a summary of delivery against the staffing section of the mobilisation plan</i>
<b>Programme Support</b>
<i>Insert a summary of delivery against the programme support section of the mobilisation plan</i>
<b>Risks/ Issues</b>
<i>Please set out any risks to delivery and contingency actions planned or taken.</i>
<b>Any significant issues that will impact delivery starting by the Start Date should be escalated to your MOPAC named contact immediately rather than waiting to submit this return.</b>

#### CHIEF EXECUTIVE DECLARATION

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

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

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

## Annex 10

### Data Protection

#### 1 Definitions and interpretation

##### 1.1 In this Schedule:

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



<b>Permitted Recipients</b>	means employees of the parties and contractors who need access to the Relevant Personal Data for, or to enable the accomplishment of, the Permitted Purposes;
<b>Personal Data</b>	has the meaning given in applicable Data Protection Legislation from time to time;
<b>Personal Data Breach</b>	has the meaning given in the UK GDPR;
<b>Processing</b>	has the meaning given in applicable Data Protection Legislation from time to time (and related expressions, including <b>Process</b> , <b>Processed</b> and <b>Processes</b> shall be construed accordingly);
<b>Relevant Personal Data</b>	means Personal Data Processed for the Permitted Purposes as set out in <b>Appendix 1</b> of this Schedule ( <i>the relevant personal data processed by the Recipient being set out in Part A and the relevant personal data processed by MOPAC in Part B</i> ); and
<b>Special Category Personal Data</b>	means special categories of Personal Data as referred to in Data Protection Legislation.

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

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

- 2.1 Each party shall be a Controller of the Relevant Personal Data. The Relevant Personal Data shall be Processed and managed in accordance with the terms of this Schedule.
- 2.2 The data protection officer or other person with responsibility for compliance with data protection within each party are as follows:
- 2.2.1 [name of organisation] – [details of the data protection officer or person with responsibility for data protection compliance]
- 2.2.2 [name of organisation] – [details of the data protection officer or person with responsibility for data protection compliance]

## **3 Agreed basis for Processing**

- 3.1 The parties have determined that it is necessary to Process the Relevant Personal Data in order to achieve the Permitted Purposes.

3.2 The parties have documented additional details relating to the Processing of the Relevant Personal Data in **Appendix 3** of this Schedule, which includes:

3.2.1 the objectives of each party in Processing the Relevant Personal Data; and

3.2.2 the benefits to the Data Subjects and/or society of the parties Processing the Relevant Personal Data.

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

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

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

5.1 The Recipient shall ensure that at all times:

5.1.1 it shall undertake all Processing of the Relevant Personal Data only:

(a) in all respects in accordance with Data Protection Legislation; and

(b) to the extent consistent with a Permitted Lawful Basis.

5.1.2 all Relevant Personal Data, including any transferred to MOPAC is accurate and up-to-date and is (and has at all times been) collected, Processed and transferred by and on behalf of the Recipient in accordance with Data Protection Legislation;

5.1.3 each relevant Data Subject has been provided with sufficient information (in an appropriate form) so as to enable fair, transparent and lawful Processing of the Relevant Personal Data for the Permitted Purposes in accordance with the obligations of each party under all Data Protection Legislation

5.1.4 the Recipient is entitled to Process and to transfer and MOPAC is entitled to Process all Relevant Personal Data for the Permitted Purposes in accordance with all Data Protection Legislation;

5.1.5 on MOPAC's request the part of the Relevant Personal Data set out in Appendix 1 part B is transferred to (and received by) MOPAC, in a secure manner, using appropriate technical and organisational security measures that comply with the obligations of each party under Data Protection Legislation and, without prejudice to the foregoing, that Relevant Personal Data is protected by the measures set out in Appendix 2;

5.1.6 it shall immediately notify MOPAC if it becomes aware of any change of circumstance which will, may or is alleged to impact the lawfulness of any Processing of the Relevant Personal Data by the Recipient or MOPAC (including if a Data Subject withdraws any necessary Consent or requests their Relevant Personal Data is no longer Processed or is erased or if any of the Relevant Personal Data is not accurate or up-to-date), together with full details of the circumstances and (immediately once available) revised and corrected data;

5.1.7 it shall not by any act or omission cause MOPAC (or any other person) to be in breach of any Data Protection Legislation;

- 5.1.8 it shall keep copies of all notices, consents or other records and information necessary to demonstrate its compliance with this paragraph 5; and
- 5.1.9 it shall promptly (and in any event within [3] working days) on request from time to time provide MOPAC with copies of all notices, consents and other records and information referred to in paragraph 5.1.8.

## **6 Responsibilities**

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

## **7 Technical and organisational measures**

- 7.1 The Recipient shall at all times: [The Recipient may request that this clause is made reciprocal. If the Recipient holds most of the data and will have direct interaction with the data subjects, it is more important that the Recipient has these contractual obligations than MOPAC. However, if the Recipient insists, MOPAC can agree to make this clause reciprocal.]
  - 7.1.1 put in place and maintain appropriate technical and organisational measures to ensure the protection of the rights of Data Subjects under Data Protection Legislation;
  - 7.1.2 implement and maintain appropriate technical and organisational measures to protect the Relevant Personal Data against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure or access; and
  - 7.1.3 without prejudice to any other obligation in this paragraph 8, implement technical and organisational security measures in accordance with **Appendix 2** of this Schedule

7.2 The Recipient shall at all times ensure the processing of the Relevant Personal Data for the Permitted Purposes shall be limited to the authorised personnel of the Recipient or of a Permitted Recipient that:

7.2.1 need to process it for the Permitted Purposes in accordance with this Grant Agreement;

7.2.2 are reliable and adequately trained on compliance with all Data Protection Legislation and this Schedule; and

7.2.3 are subject to (and comply with) a binding written contractual obligation to keep the Relevant Personal Data confidential.

7.3 The Recipient will immediately notify MOPAC if it becomes aware of any advance in technology and methods of working, which indicate that the parties should adjust their security measures.

7.4 Upon request by MOPAC the Recipient shall:

7.4.1 conduct a data protection impact assessment to assess the risks posed by the Processing of Personal Data for the purposes of this Grant Agreement and shall provide a copy of the data protection impact assessment to MOPAC; and/or

7.4.2 provide such input as MOPAC may reasonably require to assist MOPAC with completion of a data protection impact assessment to assess the risks posed by Processing of Personal Data for the purposes of this Grant Agreement.

## **8 Disclosures to Permitted Recipients**

8.1 Each party shall be liable to the other party for all acts and omissions of each of its respective Permitted Recipients as if they were the acts and omissions of the party. Each obligation in this Schedule on a party to do, or refrain from doing, anything shall include an obligation on the party to ensure all its respective Permitted Recipients do, or refrain from doing, such thing.

8.2 Neither party shall engage nor permit any staff or third parties other than the Permitted Recipients to carry out any Processing of any Relevant Personal Data. The parties shall ensure at all times:

8.2.1 that all Processing by its respective Permitted Recipients is conducted in a manner consistent with a Permitted Lawful Basis, the Permitted Purposes, the party's obligations under this Grant Agreement and the restrictions on Processing imposed under this Grant Agreement; and

8.2.2 without prejudice to the above, that each of the Permitted Recipients carrying out any Processing of the Relevant Personal Data is subject to a binding written agreement regulating its Processing of the Relevant Personal Data which complies in all respects with the requirements of Data Protection Legislation.

## **9 International transfers**

9.1 Neither party shall transfer the Relevant Personal Data or any part of it to any country outside the United Kingdom or to any international organisation (as defined in the UK GDPR) without

the other party's prior written consent. [Please note it is MOPAC's policy not to send personal data outside of the UK as such, if you consider this is necessary, please speak to your DPO]

## **10 Records**

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

## **11 Retention**

11.1 Except as required by applicable law in the United Kingdom (and in order to evidence such compliance) the parties shall:

11.1.1 Process each part of the Relevant Personal Data for no longer than such Processing is necessary for the Permitted Purposes; and

11.1.2 immediately confidentially, irrecoverably and securely destroy or dispose of all Relevant Personal Data (and all copies) in its possession or control that can no longer be Processed in accordance with paragraph 11.1.1.

## **12 Indemnity**

12.1 The Recipient shall indemnify and keep indemnified MOPAC against:

12.1.1 all losses, claims, damages, liabilities, fines, sanctions, interest, penalties, costs, charges, expenses, compensation paid to Data Subjects (including compensation to protect goodwill and ex gratia payments), demands and legal and other professional costs (calculated on a full indemnity basis and in each case whether or not arising from any investigation by, or imposed by, a Data Protection Supervisory Authority) arising out of or in connection with any breach by the Recipient of its obligations under this Schedule; and

12.1.2 all amounts paid or payable by MOPAC to a third party which would not have been paid or payable if the Recipient's breach of this Schedule had not occurred.

## **13 Breach**

Any breach by the Recipient of any of its obligations under this Schedule shall be regarded as being material for the purposes of this Grant Agreement.

## **14. Conflicts**

14.1 Unless otherwise expressly stated in this Grant Agreement:

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

14.1.3 nothing in this Grant Agreement affects the rights of Data Subjects under Data Protection Legislation (including those in Articles 79 and 82 of the GDPR or in any

equivalent Data Protection Legislation) against MOPAC, the Recipient or any person acting on behalf of either of them; and

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

**14 Survival**

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

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

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

Relevant Personal Data	Data Subjects	Permitted Purposes

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

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



## **Appendix 2**

### **Technical and Organisational Measures**

[Guidance note: insert any technical and organisational measures which will apply to the transferring and protection of the Relevant Personal Data , some provisions have been included as a starting point]

#### **1 Security management**

- 1.1 Where the Recipient shares Personal Data with MOPAC, it will provide the Personal Data in [insert full details of agreed format] by the following means [identify means of transfer of the data].
- 1.2 The Recipient shall ensure Personal Data is transferred to MOPAC using the following security measures:
  - 1.2.1 [insert appropriate security measures, such as pseudonymisation, specific encryption methods, use of secure email addresses, etc as set out in Article 32(1) of the UK GDPR.]
- 1.3 The Recipient shall, implement and maintain the following measures in respect of Relevant Personal Data:
  - 1.3.1 [insert details of specific appropriate technical and organisational security measures];
  - 1.3.2 All end-user mobile devices such as laptops must be encrypted. Personal Data must be held in encrypted folders.
  - 1.3.3 Personal Data deletion must be undertaken using specialist deletion software that meets the current industry standard.
  - 1.3.4 AES-encrypted portable media, with two-factor authentication and Bitlocker in Windows operating systems must be used to secure both system drives and external media.
  - 1.3.5 For Personal Data accessed via the internet and through the use of mobile phones, HTTPS protocol must be used. This uses TLS/SSL (Transport Layer Security/Secure Sockets Layer) to provide critical data protection during Internet transmission.
  - 1.3.6 Access control permissions must provide data access to named individuals only:
  - 1.3.7 Access to Personal Data must be strictly controlled by access rights via assigned group membership. Access must only be granted to those who need access to the Personal Data in order to process Personal Data for the Permitted Purposes in accordance with the Grant Agreement.

1.4 Where Personal Data is Special Category Personal Data, the Recipient shall, in addition:

1.4.1 [insert agreed measures to safeguard the Special Category Personal Data.]

## **2 Personnel**

2.1 The Recipient shall, at all times, to the extent it Processes the Relevant Personal Data, ensure the Processing by natural persons shall be limited to its employees and the employees of its Permitted Recipients (collectively, **personnel**) that need to Process it for the relevant Permitted Purposes in accordance with the Grant Agreement and that all such personnel:

2.1.1 are reliable and have undergone adequate training in the use, care, protection and handling of Personal Data as required for compliance with all Data Protection Legislation and this Schedule;

2.1.2 are informed of the confidential nature of the Relevant Personal Data and subject to appropriate obligations of confidentiality;

2.1.3 have been subject to [insert details of any checks] vetting;

2.1.4 do not publish, disclose or divulge any of the Relevant Personal Data to any third party where the party subject to this obligation would not be permitted to do so;

2.1.5 are subject to (and comply with) a binding written contractual obligation to keep the Relevant Personal Data confidential; and

2.1.6 are aware of and comply with their duties under this Schedule and those in the Grant Agreement.

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

**Agreed Basis for Data Processing**

This Appendix 3 is included for convenience only and shall have no legal effect, including no effect on the interpretation of this Grant Agreement.

**1. Data Processing objectives**

The parties have determined the following aims and objectives of Processing the Relevant Personal Data for the Permitted Purposes:

[Guidance note: this section should be completed with a full and detailed explanation of why the data Processing initiative is necessary together with details of the specific aims of the parties]

**2. Benefits of data Processing**

The parties have determined the following benefits will be derived by Data Subjects and/or society from Processing the Relevant Personal Data:

[Guidance note: this section should be completed with a full and detailed explanation of the benefits that you hope to bring to individuals more widely]

**3. Risks of data Processing and mitigation measures**

[The parties have conducted a data protection impact assessment dated [insert date] in respect of the Processing and sharing arrangements set out in this Grant Agreement.]

The parties have determined the following risks may arise from Processing the Relevant Personal Data, and have agreed measures to remove or mitigate such risks, including those measures set out in this Grant Agreement:

[Guidance note: before Processing any personal data, MOPAC should consider if a DPIA is required. If a DPIA has been undertaken leave in the wording in yellow and add the date of the DPIA. Even if a DPIA has not been undertaken, any perceived risks with the data Processing and mitigations should be included, for example if there was a concern that individuals may not know that their personal data would be Processed in this way, the mitigation could be to update the privacy notice and journey to make this clear and if necessary have a pop up telling them their data is shared too at a certain point in the journey].