

Appendix 1

DATED _____ **2021**

- (1) CAMBRIDGESHIRE AND PETERBOROUGH COMBINED AUTHORITY
- (2) CAMBRIDGESHIRE AND PETERBOROUGH BUSINESS GROWTH COMPANY LIMITED

**INTRAGROUP BUSINESS GROWTH SERVICES
AGREEMENT**



THIS AGREEMENT is made on

BETWEEN:

- (1) **CAMBRIDGESHIRE AND PETERBOROUGH COMBINED AUTHORITY**, The Mayor's Office, 72 Market Street, Ely, Cambridgeshire, United Kingdom, CB7 4LS (the "**CPCA**"); and
- (2) **CAMBRIDGESHIRE AND PETERBOROUGH BUSINESS GROWTH COMPANY LIMITED** a company registered in England and Wales under company number 12811846 whose registered office is at Cambridgeshire & Peterborough Combined Authority The Mayor's Office, 72 Market Street, Ely, Cambridgeshire, United Kingdom, CB7 4LS (the "**Growth Co**"),

(each of the CPCA and the Growth Co being a "**party**" and together the CPCA and the Growth Co are the "**parties**").

BACKGROUND:

- (A) The CPCA was established in 2017 under a devolution deal with the Government.
- (B) In order to achieve its purpose of ensuring Cambridgeshire and Peterborough is a leading place in the world to live, learn and work, the CPCA produced its 'Growth Ambition Statement' with a focus on growth as part of its 'Local Industrial Strategy' ("**LIS**").
- (C) The CPCA sought a partner to assist in the delivery of the LIS and therefore, on 10 April 2020 the CPCA advertised in the Official Journal of the European Union (reference 2020/S 072-173477), inviting prospective suppliers to submit proposals for the delivery of four growth focused service lines.
- (D) The Growth Co is a wholly owned subsidiary of the CPCA and has been incorporated in order to contract with the chosen supplier for delivery of the BGS Services (as defined below).
- (E) The parties have agreed that the CPCA will provide certain support services to the Growth Co and in return, the Growth Co will procure the delivery of the BGS Services, in each case upon the terms and conditions of this Agreement.

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement:

"Affiliate"	means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with, another entity;
"BGS Services"	means the services to be delivered by the Supplier under the BGS Contract;
"BGS Contract"	means the 'Business Growth Services Contract' entered into between Growth Co and the Supplier dated the 12 th February 2021;
"Business Day"	means a day other than a Saturday, Sunday or bank or public holiday in England;
"Confidential Information"	means any information that a party has or acquires that is confidential in nature concerning the other party including, without limitation, its business, affairs, customers, clients, suppliers, plans or strategy or that of any Affiliate of the other party;
"Control"	has the meaning given in the Corporation Tax Act 2010, s 1124 and " Controls " and " Controlled " shall be interpreted accordingly;

"CPCA Brand Guidelines"	means the CPCA's brand guidelines attached to this Agreement at Schedule 4 and as amended from time to time;
"CPCA Fees"	means the fees payable by the Growth Co to CPCA for the CPCA Services, as set out in Part 1 of Schedule 2 (or such other fees as the parties may agree in writing from time to time);
"CPCA Services"	means the services to be provided by the CPCA to the Growth Co, as set out in Part 1 of Schedule 1;
"Funding"	means the portions of funding provided to CPCA under the Funding Agreements, relevant to the Growth Co Services.
"Funding Agreements"	means <ul style="list-style-type: none"> a) the agreements for Funding by organisations and for the levels of funding as listed in the table titled "Funding Agreements" of Schedule 2, Part 3, as may be amended from time to time and, b) any further agreements for Funding with additional organisations and for additional funding as may be obtained during the Term by CPCA.
"Growth Co Fees"	means the fees payable by CPCA to the Growth Co for the Growth Co Services, as set out in Part 2 of Schedule 2 (or such other fees as the parties may agree in writing from time to time);
"Growth Co Services"	means the services to be provided by the Growth Co to the CPCA, as set out in Part 2 of Schedule 1;
"Representatives"	has the meaning given in clause 10.2;
"Service Commencement Date"	Means the date that this Agreement is made on as stated on page 2.
"Supplier"	means the supplier of services under the BGS Contract (being GEG Services Limited, a company registered in England and Wales with company number 12374579);
"Term"	has the meaning set out in clause 2; and
"Trade Marks"	means (i) the name "Cambridge and Peterborough Combined Authority" (ii) the registered and unregistered trade marks and logos of the CPCA; and (iii) such other name and/or marks as the parties may agree in writing to be used in relation to the delivery of the BGS Services under the BGS Contract from time to time, and any registrations and/or applications for registration of such names and marks in the name of the CPCA from time to time.

1.2 Interpretation

In this Agreement:

- 1.2.1 capitalised terms shall have the meanings given to them in the BGS Contract, unless the context otherwise requires;
- 1.2.2 a reference to this Agreement includes its schedules, appendices and annexes (if any);

- 1.2.3 the table of contents, background section and any clause, schedule or other headings in this Agreement are included for convenience only and shall have no effect on the interpretation of this Agreement;
- 1.2.4 a reference to a party includes that party's personal representatives, successors and permitted assigns;
- 1.2.5 words in the singular include the plural and vice versa;
- 1.2.6 any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;
- 1.2.7 a reference to 'writing' or 'written' includes any method of reproducing words in a legible and non-transitory form; and
- 1.2.8 a reference to legislation is a reference to that legislation as amended, extended, re-enacted or consolidated from time to time and a reference to legislation includes all subordinate legislation made from time to time under that legislation.

2. COMMENCEMENT AND TERM

- 2.1 This Agreement commences on the Service Commencement Date and shall continue until terminated by the parties pursuant to clause 11 (the "**Term**").
- 2.2 The CPCA hereby appoints the Growth Co to procure the delivery of the BGS Services by the Supplier in accordance with the terms of the BGS Contract and this Agreement.
- 2.3 The parties agree that the CPCA shall have the right to have the BGS Contract assigned or novated to it and the Growth Co shall, upon the CPCA's request, enter into any documentation required in order to give effect to the same.

3. CPCA'S OBLIGATIONS

- 3.1 The CPCA shall provide the CPCA Services to the Growth Co during the Term at all times in accordance with this Agreement.
- 3.2 The CPCA shall provide the CPCA Services in accordance with:
 - 3.2.1 any reasonable instructions given by the Growth Co from time to time; and
 - 3.2.2 any timescales agreed by the parties from time to time.
- 3.3 The CPCA shall provide the Growth Co with all information and assistance which it may reasonably require to provide the Growth Co Services in accordance with this Agreement.

4. GROWTH CO'S OBLIGATIONS

- 4.1 The Growth Co shall provide the Growth Co Services to the CPCA during the Term at all times in accordance with this Agreement.
- 4.2 The Growth Co shall provide the Growth Co Services in accordance with:
 - 4.2.1 the BGS Contract;
 - 4.2.2 any reasonable instructions given by the CPCA from time to time, subject at all times to compliance with the BGS Contract; and

4.2.3 any timescales agreed by the parties from time to time, subject at all times to compliance with the BGS Contract.

4.3 The Growth Co shall provide the CPCA with all information and assistance which it may reasonably require to provide the CPCA Services in accordance with this Agreement.

4.4 The Growth Co shall prepare quarterly reports for the CPCA's Business board and Skills committee and biannual reports for the CPCA's Board. The information to be contained in these reports will be in the level of detail as required by CPCA and will address performance, outcome achieving progress and other heads, as otherwise instructed by CPCA. The exact dates that these reports will be due will be communicated by CPCA to Growth Co at least 14 calendar days prior to them being due.

5. **WARRANTIES**

5.1 Each party represents and warrants that it:

5.1.1 has the right, power and authority to enter into this Agreement and grant to the other party the rights (if any) contemplated in this Agreement;

5.1.2 shall discharge its obligations under this Agreement with reasonable skill and care.

5.1.3 shall exercise all the reasonable skill, care and diligence to be expected of a qualified and experienced member of the profession corresponding to each of the respective Services when performing the Services;

5.1.4 will comply with (and ensure the completed Services comply with) any statutory requirements, secondary legislation, regulations, bye-laws, obligations and consents; and

5.1.5 will perform the Services in a timely manner so as to facilitate the efficient progress of the Services as so as to avoid undue or unnecessary costs, charges, fees or fines.

6. **FUNDING**

6.1 In consideration of the Growth Co entering into this Agreement and performing the Growth Co Services, the CPCA agrees to make the Funding available to the Growth Co only

a) In accordance with the terms of this Agreement, and

b) in accordance with the terms of the Funding Agreements, and subject to all obligations, requirements and restrictions imposed on CPCA therein.

6.2 Copies of all Funding Agreements will be given by CPCA to Growth Co. ahead of the Service Commencement Date and any copies of new Funding Agreements that are entered into by CPCA will be shared with Growth Co. within a reasonable amount of time following their execution.

7. **DATA PROTECTION**

Each party agrees that, in the performance of their respective obligations under this Agreement, it shall comply with the provisions of Schedule 3.

8. **FEES**

8.1 In consideration of the CPCA's provision of the CPCA Services, the CPCA shall be entitled to charge the Growth Co the CPCA Fees in accordance with this Clause 8 and Schedule 2.

8.2 In consideration of the Growth Co's provision of the Growth Co Services, the Growth Co shall be entitled to charge the CPCA the Growth Co Fees in accordance with this Clause 8 and Schedule 2.

8.3 The parties shall pay invoices properly rendered in accordance with this Agreement within 60 days of the date of the invoice and such payment shall be made by BACS transfer.

9. **INTELLECTUAL PROPERTY**

9.1 During the Term the CPCA hereby grants to the Growth Co a non-exclusive, royalty free, revocable, permission to:

9.1.1 use the Trade Marks;

9.1.2 sub-licence the use of the Trade Marks to the Supplier solely for use in relation to the delivery of the BGS Services under the BGS Contract,

in each case in accordance with the terms of this Agreement and the CPCA Brand Guidelines.

9.2 The Growth Co shall comply with the CPCA's reasonable directions and guidelines in respect of the use of the Trade Marks as may be notified to the Growth Co in writing from time to time.

9.3 The Growth Co shall not do or omit to do (nor authorise any third party to do or omit to do) anything calculated or likely to:

9.3.1 diminish the rights of the CPCA in any of the Trade Marks;

9.3.2 impair any registration (or application for registration) of any of the Trade Marks;

9.3.3 prejudice the validity of any of the Trade Marks; or

9.3.4 bring any of the Trade Marks into disrepute or to damage the goodwill or reputation attaching to any of the Trade Marks.

9.4 If at any time the Growth Co becomes aware of any:

9.4.1 use of the Trade Marks by the Growth Co or the Supplier other than in accordance with this Agreement or the BGS Contract; and/or

9.4.2 breach by the Growth Co of clause 9.3 above,

the Growth Co shall notify the CPCA immediately in writing and the Growth Co will promptly take action to stop such activities.

9.5 The Growth Co acknowledges that the CPCA owns all the rights in the Trade Marks and any goodwill created by the Growth Co's use of them shall vest in the CPCA, as applicable. Nothing in this Agreement will have the effect of vesting ownership of the Trade Marks or any goodwill therein in any other person. The Growth Co agrees to execute such documents and do such other things as the CPCA may request from time to time, including after termination of this Agreement, to confirm any such rights to the CPCA.

10. **CONFIDENTIAL INFORMATION**

10.1 Each party agrees that it shall use the other party's Confidential Information only for the performance of the receiving party's obligations and exercise of its rights under this Agreement and that it shall not disclose the other party's Confidential Information except in accordance with this clause 10.

10.2 Subject to clause 10.3, a party may:

10.2.1 disclose any Confidential Information to any of its employees, officers, representatives or advisers ("**Representatives**") who need to know the relevant Confidential Information for the purposes of the performance of any obligations under this Agreement, provided that such party must ensure that each of its Representatives to whom Confidential Information is disclosed is aware of its confidential nature and agrees to comply with this clause as if it were a party;

- 10.2.2 disclose any Confidential Information as may be required by law, any court, any governmental, regulatory or supervisory authority (including any securities exchange) or any other authority of competent jurisdiction to be disclosed; and
- 10.2.3 use Confidential Information only to perform any obligations under this Agreement.
- 10.3 To the extent any Confidential Information is Personal Data as defined in Schedule 3 such Confidential Information may be disclosed or used only to the extent such disclosure or use does not conflict with Schedule 3.
- 10.4 Each party recognises that any breach or threatened breach of this clause 10 may cause irreparable harm for which damages may not be an adequate remedy. Accordingly, in addition to any other remedies and damages, the parties agree that the non-defaulting party may be entitled to the remedies of specific performance, injunction and other equitable relief without proof of special damages.
- 10.5 This clause 10 shall bind the parties during the Term and following termination of this Agreement.
11. **TERMINATION**
- 11.1 The CPCA may terminate Growth Co's delivery of the BGS Services (in whole or in part) for convenience by giving the Growth Co at least:
- 11.1.1 9 months' written notice during the First Contract Year;
- 11.1.2 6 months' written notice from expiry of the First Contract Year onwards.
- 11.2 If directed to do so by the CPCA in a termination notice issued pursuant to clause 11.1, the Growth Co shall, in accordance with the directions provided by the CPCA as regards the scope of the termination, immediately exercise its right of termination for convenience pursuant to clause 33.1.1 of the BGS Contract.
- 11.3 The parties agree that:
- 11.3.1 if the BGS Contract terminates (for any reason), the CPCA shall have the right to immediately terminate the Growth Co's delivery of the BGS Services upon written notice; and
- 11.3.2 upon the novation of the BGS Contract to the CPCA, the Growth Co's delivery of the BGS Services pursuant to this Agreement shall immediately cease and terminate.
- 11.4 This Agreement (excluding the Growth Co's delivery of the BGS Services) may be terminated by either party giving a minimum of three months' notice in writing to the other party.
- 11.5 Termination or expiry of this Agreement shall not affect any accrued rights and liabilities of either party at any time up to the date of termination.
12. **NOTICES**
- 12.1 Notices under this Agreement shall be in writing and sent to:
- 12.1.1 **the CPCA:** for the attention of: The Chief Legal Officer
- 12.1.2 **the Growth Co:** for the attention of: All directors of the Growth Co
- 12.2 Notices may be given, and shall be deemed received:
- 12.2.1 by first-class post: two Business Days after posting;

12.2.2 by hand: on delivery; and

12.2.3 by email: on the first Business Day after sending.

12.3 A notice given under this Agreement is validly served if sent by email.

12.4 This clause does not apply to notices given in legal proceedings or arbitration.

13. GENERAL

13.1 **Entire agreement.** The parties agree that this Agreement constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter. Each party acknowledges that it has not entered into this Agreement in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in this Agreement. No party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in this Agreement.

13.2 **Further assurance.** Each party shall at the request of the other, and at the cost of the requesting party, do all acts and execute all documents which are necessary to give full effect to this Agreement.

13.3 **Variation.** No variation of this Agreement shall be valid or effective unless it is in writing, refers to this Agreement and is duly signed or executed by, or on behalf of, each party.

13.4 **Assignment.** No party may assign, subcontract or encumber any right or obligation under this Agreement, in whole or in part, without the other party's prior written consent (such consent not to be unreasonably withheld or delayed).

13.5 **Severance.** If any provision of this Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of this Agreement shall not be affected. If any provision of this Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with such deletions or modifications as may be necessary to make the provision legal, valid and enforceable. In the event of such deletion or modification, the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision.

13.6 **Waiver.** No failure, delay or omission by either party in exercising any right, power or remedy provided by law or under this Agreement shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy. A waiver of any term, provision, condition or breach of this Agreement shall only be effective if given in writing and signed by the waiving party, and then only in the instance and for the purpose for which it is given.

13.7 **Compliance with law.** Each party shall comply with all laws, enactments, regulations, regulatory policies, guidelines and industry codes applicable to them including the Bribery Act 2010, the Modern Slavery Act 2015 and the Criminal Finances Act 2017 and shall maintain such authorisations and all other approvals, permits and authorities as are required from time to time to perform their obligations under or in connection with this Agreement.

13.8 **Counterparts.** This Agreement may be signed in any number of separate counterparts, each of which when signed and dated shall be an original, and such counterparts taken together shall constitute one and the same agreement. Each party may evidence their signature of this Agreement by transmitting by email a signed signature page of this Agreement in PDF format together with the final version of this Agreement in PDF or Word format, which shall constitute an original signed counterpart of this Agreement. Each party adopting this method of signing shall, following circulation email, provide the original, hard copy signed signature page to the other parties as soon as reasonably practicable.

- 13.9 **Costs and expenses.** Each party shall pay its own costs and expenses incurred in connection with the negotiation, preparation, signature and performance of this Agreement (and any documents referred to in it).
- 13.10 **Third party rights.** Except as expressly provided for in this Agreement, a person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of this Agreement.
- 13.11 **Governing law and jurisdiction.** This Agreement and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this Agreement, its subject matter or formation (including non-contractual disputes or claims).

AGREED by the parties on the date set out at the head of this Agreement

Signed by
for and on behalf of	
CAMBRIDGESHIRE AND PETERBOROUGH COMBINED AUTHORITY	

and

Signed by
for and on behalf of	
CAMBRIDGESHIRE AND PETERBOROUGH BUSINESS GROWTH COMPANY LIMITED	

SCHEDULE 1

PART 1

GROWTH CO SERVICES

The Growth Co shall:

1. enter into the BGS Contract with the Supplier;
2. procure the delivery of the BGS Services by the Supplier in accordance with the terms of the BGS Contract;
3. at all times perform its obligations under and in accordance with the BGS Contract;
4. as soon as reasonably practicable, provide the CPCA with such information as the CPCA may reasonably require in connection with this Agreement and the BGS Contract.

Any variations to the BGS Services or to the BGS Contract shall not affect this Agreement unless otherwise agreed between the Parties in writing.

PART 2

CPCA SERVICES

The CPCA shall:

1. undertake day to day financial operations in respect of contracts in the Growth Co's name (including accounts payable, VAT returns, payroll, invoicing, credit control and other debt collection functions);
2. provide administrative support to the Growth Co in respect of facilitating sales, marketing and communications, procurement, Human Resources support, legal, company secretariat, audit, banking, and associated services on an on-going basis;
3. provide the Growth Co with access to any facilities as the CPCA reasonably considers the Growth Co may require in order to allow the Growth Co to conduct its business;
4. provide any other services which the CPCA reasonable deems necessary for the effective delivery of the Growth Co's business activities; and

provide such other services as may be expressly requested in writing by the Growth Co and agreed upon by the CPCA in writing from time to time.

SCHEDULE 2

FEES

PART 1

CPCA FEES

1. The Growth Co will reimburse the CPCA for the Staffing costs and Overheads (as they appear in the tables below) incurred by the CPCA in its provision of the CPCA Services, PLUS any additional Staffing costs or Overheads as these may be agreed between the parties on a case by case basis
2. All payments of undisputed invoices shall be made in arrears and within 30 calendar days from the receipt by Growth Co. (or by its manager the relevant administrative financial department of CPCA) of an itemised and referenced invoice.
3. It is agreed that Staffing Costs and Overheads (as they appear in the tables below) are close estimates but the final figures may vary.
 - 3.1 Any variation to exceed [10%] of the estimated per year figures (meaning costs per column) detailed below, will be permitted only with the express written agreement of both parties, such agreement to be by email.
 - 3.2 Any variation to be lower than the estimated per year figures (meaning costs per column) detailed below, will also be permitted without any further agreement and any and all resulting savings will be retained by and to the benefit of Growth Co., only.
4. Notwithstanding anything to the contrary in the rest of this Agreement and subject to clause 2 in this Part 1 of Schedule 2, CPCA will provide Growth Co. with a detailed breakdown of itemised Staffing Costs and/or Overheads in a current invoice upon request by Growth Co. and no later than 14 days of receipt of such request.
 - 4.1 The 14 days' notice period in clause 4 in this Part 1 of Schedule 2 may be extended:
 - 4.1.1 with agreement between the parties, or
 - 4.1.2 unilaterally by CPCA with notice of the extension to Growth Co. should the extension be reasonably justified by the volume or complexity of the information gathered.
5. The tables below can be revised and updated as required with the express written agreement of both Parties from time to time.

Staffing Costs – CPCA staff's provided manhours/costs in support of Growth Co.'s functions

	FY 20/21 Total		FY 21/22 Total		FY 22/23 Total		FY 23/24 Total		Grand Totals
	FTE	£ Cost	FTE	£ Cost	FTE	£ Cost	FTE	£ Cost	
CPCA Seconded/Re charged Staff									
Director	0.50	£ 9,655	0.45	£ 54,242	0.40	£ 49,179	0.40	£ 41,802	£ 154,878
Company Secretary	1.00	£ 514	1.00	£ 3,207	1.00	£ 3,271	1.00	£ 2,780	£ 9,772
Managing Director	0.00	£ -	0.00	£ -	0.00	£ -	0.00	£ -	£ -
LGf Management	0.20	£ 3,507	0.20	£ 21,893	0.10	£ 11,165	0.10	£ 9,491	£ 46,056
Finance Manager	0.30	£ 3,268	0.30	£ 20,403	0.15	£ 10,405	0.10	£ 5,896	£ 39,973
Skills Management/Programme Manager - ESF 50%	0.50	£ 8,057	0.50	£ 50,296	0.50	£ 51,302	0.50	£ 43,607	£ 153,263
Chief Financial Officer	1.00	£ 856	1.00	£ 5,345	1.00	£ 5,452	1.00	£ 4,634	£ 16,287
HR Administrator	0.20	£ 1,637	0.20	£ 10,219	0.10	£ 5,212	0.10	£ 4,430	£ 21,488
Total Cost of CPCA Staff		£ 27,495		£165,605		£135,988		£112,641	£ 441,728

Overheads - CPCA provided services in support of Growth Co. functions

Title	FY 20/21 Total	FY 21/22 Total	FY 22/23 Total	FY 23/24 Total	Grand Totals
Insurance **	£ 1,500	£ 6,000	£ 6,000	£ 6,000	£ 19,500
Audit **	£ 4,000	£ 12,000	£ 12,000	£ 12,000	£ 40,000
Banking **	£ 250	£ 1,000	£ 1,000	£ 1,000	£ 3,250
Legal **	£ -	£ 5,000	£ 5,000	£ 5,000	£ 15,000
Central Overheads 23%	£ 6,324	£ 38,089	£ 31,277	£ 25,907	£ 101,597
Opportunity Peterborough & Legals **	£ 78,472	£ -	£ -	£ -	£ 78,472
Payroll Processing	£ 100	£ 540	£ 540	£ 540	£ 1,720
Xero Finance Software	£ 138	£ 276	£ 276	£ 276	£ 966
Citrus HR	£ 600	£ 600	£ 600	£ 600	£ 2,400
IT Services/Equipment **	£ 6,000	£ 3,000	£ 3,000	£ 3,000	£ 15,000
Phones **	£ 1,000	£ 1,000	£ 1,000	£ 1,000	£ 4,000
Marketing & Comms **	£ 3,000	£ 2,000	£ 2,000	£ 2,000	£ 9,000
Training & Audit **	£ -	£ -	£ 10,000	£ -	£ 10,000
ESF/ERDF Consultant **	£ -	£ 10,000	£ -	£ -	£ 10,000
Procurement **	£ -	£ 2,000	£ 2,000	£ -	£ 4,000
Travel Expenses **	£ 200	£ 2,000	£ 2,000	£ 2,000	£ 6,200
Totals	£ 101,584	£ 83,505	£ 76,693	£ 59,323	£ 321,105
** Estimated Costs					

PART 2

FUNDING AGREEMENTS

Grant Agreement Reference	Source	Amount	FY 20/21	FY 21/22	FY 22/23	FY 23/24
Shareholders	LGF Equity Investment	£ 5,407,000.00	£ 2,000,000.00	£ 3,407,000.00	£ -	£ -
BEIS Growth Hub	BEIS Growth Hub	£ 994,092.00	£ 6,592.00	£ 536,500.00	£ 246,000.00	£ 205,000.00
CPCA	CPCA Funding Sources	£ 1,302,513.75		£ 505,513.75	£ 379,000.00	£ 418,000.00
CEC	CA Contract with CEC	£ 240,000.00	£ -	£ 80,000.00	£ 80,000.00	£ 80,000.00
ERDF Partner	ERDF Nudge Grants	£ 3,000,000.00	£ -	£ 1,500,000.00	£ 1,500,000.00	£ -
ESF Partner	ESF Funding	£ 2,035,547.00	£ -	£ 600,000.00	£ 800,000.00	£ 635,547.00
LGF Capital	LGF Investment Fund	£ 11,043,000.00	£ -	£ 6,293,000.00	£ 4,250,000.00	£ 500,000.00
LGF Revenue	LGF Recycled Funds Revenue	£ 500,000.00	£ -	£ 500,000.00	£ -	£ -
BEIS Peer Networks	20/21 Peer to Peer	£ 215,000.00	£ -	£ 215,000.00	£ -	£ -
BEIS Growth Hub	20/21 Growth Hub Supplemental	£ 89,569.00	£ -	£ 89,569.00	£ -	£ -
	Totals	£ 24,826,721.75	£ 2,006,592.00	£ 13,726,582.75	£ 7,255,000.00	£ 1,838,547.00

SCHEDULE 3

PROCESSING PERSONAL DATA

1. GENERAL

1.1 The following words shall have the following meanings in this Schedule 3.

"Controller"	has the meaning given in the GDPR
"CPCA Data"	means: <ul style="list-style-type: none">(a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are:<ul style="list-style-type: none">(i) supplied to the Growth Co and/or the Supplier by or on behalf of the CPCA and/or(ii) which Growth Co and/or the Supplier is required to generate, process, store or transmit pursuant to this Agreement or the BGS Contract or any Personal Data for which the CPCA is the Controller (or Joint Controller) or which the Growth Co and/or the Supplier and any of its Sub-contractors may be the Controller but which is generated pursuant to this Agreement and/or the BGS Contract and/or which derives from Personal Data shared with Growth Co and/or the Supplier by the CPCA or any other Originating Controller or Related Third Party, including any Personal Data in the data maps in Appendix 1
"Data Loss Event"	means any event that results, or may result, in unauthorised access to Personal Data held by Growth Co under this Agreement and/or the Supplier under the BGS Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement and/or the BGS Contract, including any Personal Data Breach
"Data Protection Impact Assessment"	means an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data
"Data Protection Legislation"	means: <ul style="list-style-type: none">(a) the GDPR, the Law Enforcement Directive and any applicable national implementing laws as amended from time to time(b) the DPA 2018 to the extent that it relates to processing of personal data and privacy(c) all applicable law about the processing of personal data and privacy
"Data Subject"	has the meaning given in the GDPR
"Data Subject Request"	means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to their Personal Data

"DPA 2018"	means the Data Protection Act 2018 as amended from time to time
"GDPR"	means the General Data Protection Regulation (EU) 2016/679
"Joint Controllers"	means where two or more Controllers jointly determine the purposes and means of Processing and Joint Controller shall be construed accordingly
"Originating Controller"	has the meaning in paragraph 2.3 of this Schedule 3 (Processing Personal Data)
"Permitted Purpose"	has the meaning given in Part 1 of Appendix 1 to this Schedule 3 Processing of Personal Data
"Personal Data"	has the meaning given in the GDPR and for the purposes of this Agreement, includes special categories of personal data (as referred to in Article 9(1) of the GDPR) and personal data relating to criminal convictions and offences (as referred to in Article 10 of the GDPR)
"Personal Data Breach"	has the meaning given in the GDPR
"Processing"	has the meaning given in the GDPR and "Process" and "Processed" shall be construed accordingly
"Processor"	has the meaning given to it under the GDPR
"Processor Personnel"	means all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Sub-Processor engaged in the performance of its obligations under this Agreement
"Protective Measures"	means appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it
"Related Third Party"	means any Controller or third parties that the Growth Co and/or the Supplier shall be required to liaise with from time to time in the provision of the BGS Services from time to time including Department for International Trade;
"Restricted Country"	means a country, territory or jurisdiction outside the United Kingdom and
"Sub-processor"	means any third party appointed to process Personal Data on behalf of the Processor related to this Agreement

1.2 The parties acknowledge that for the purposes of this Agreement:

1.2.1 the Growth Co and the CPCA may be a Controller (or a Joint Controller) for the purpose of the Data Protection Legislation. For the purpose of this Agreement and the BGS Contract the Growth Co is appointed to act for and on behalf of itself and the CPCA to provide instructions and to manage the relationship with the Supplier in relation to the provision of the BGS Services and in doing so the processing of Personal Data. In respect of any obligation(s) which are required to be performed by the Growth Co under the BGS Contract,

the Growth Co shall ensure that Growth Co or as applicable the CPCA performs such obligation(s); and

1.2.2 each Related Third Party may be a Controller for the purpose of the Data Protection Legislation and an Originating Controller (as defined in Paragraph 2.3 (Data Sharing Obligations)), as applicable in relation to the Personal Data being Processed. For the purpose of this Agreement and for the purposes of the BGS Contract the Growth Co on behalf of each Related Third Party will provide instructions on behalf of the Related Third Party and manage the relationship with the Supplier in relation to the provision of the BGS Services and in doing so the Processing of Personal Data. In respect of any obligation(s) which are required to be performed by the Growth Co under the BGS Contract or a Related Third Party, the Growth Co shall ensure that the Growth Co or as applicable the Related Third Party performs such obligation(s); and

1.2.3 as between the Growth Co and the CPCA the parties agree that where they are Joint Controllers that, unless the CPCA directs the Growth Co differently in respect of any particular aspect or matter which the CPCA may do in its sole and absolute discretion and which the Growth Co shall comply with, the CPCA shall issue any notices, be the point of contact for Data Subjects and responding to any rights requests or any correspondence and dealing with any Personal Data Breach.

1.3 Each of the parties including the personnel of each party (personnel shall include directors, officers, employees, servants, agents, consultants, suppliers and sub-contractors) will comply with all applicable requirements of the Data Protection Legislation and shall not knowingly or negligently by any act or omission, place the other party in breach, or potential breach of Data Protection Legislation. This Paragraph 1.3 (General) is in addition to and does not relieve, remove or replace a party's obligations under the Data Protection Legislation.

1.4 The parties shall each Process Personal Data. The parties acknowledge that the factual arrangements between them dictate the role of each party in respect of the Data Protection Legislation. The parties agree that:

1.4.1 they will be Joint Controllers (Processing the same Personal Data as the other party (or the Related Third Party) and determining together with the other party (or the Related Third Party) the means and manner of such processing);

1.4.2 they will be Controllers (Processing the same, or a common set of Personal Data as the other party, (or the Related Third Party), but determining itself the means and manner of such Processing);

1.4.3 they will be Controllers (acting independently of the other party (or the Related Third Party), by way of Processing the Personal Data obtained in the course of this Agreement or the BGS Contract for its own purpose, and determining itself the means and manner of such Processing); and/or

1.4.4 they do not envisage that Growth Co will Process any Personal Data (including CPCA Data) for or on behalf of the CPCA and/or a Related Third Party as a Processor, under or in connection with this Agreement. Where and to the extent that in undertaking the obligations set out in this Agreement or providing a service in connection with this Agreement, CPCA anticipates that Growth Co will process any Personal Data for and on behalf of CPCA and/or a Related Third Party it shall notify Growth Co, and the parties shall agree and document the nature of the processing in Part 2, Appendix 1 of this Schedule 3.

The roles of each party in relation to the Personal Data being processed under and in accordance with this Agreement is as set out in the data maps contained at Appendix 1.

1.5 The parties agree to take account of any guidance issued by the Information Commissioner's Office. The CPCA may on not less than 30 Working Days' notice to the Growth Co amend this Agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.

- 1.6 The parties agree to take account of any data sharing agreement, protocol or CPCA policy issued by the CPCA, or any Related Third Party or Government Department which provides for the processing and sharing of Personal Data between the Growth Co, the CPCA, a Related Third Party and each other and the Growth Co agrees, where required, the CPCA may, at any time on not less than 30 Working Days' notice, amend this Agreement to ensure that it complies with any terms of such data sharing agreement, protocol or CPCA policy.
- 1.7 Within one (1) month following the Effective Date of the BGS Contract, the Growth Co shall provide to the CPCA details of how it and the Supplier plans to comply with its obligations under the BGS Contract including those in Schedule 11 (Processing of Personal Data) of the BGS Contract and its obligations under Data Protection Legislation, including:
- 1.7.1 copies of data sharing agreements and all necessary agreements and arrangements and an update as to the status of such agreements and arrangements;
 - 1.7.2 an updated, comprehensive and fully completed copy of the data map contained at Appendix 1 to this Schedule 3 (Processing of Personal Data) and the data map to be updated by the Supplier under the BGS Contract; and
 - 1.7.3 a copy of the fair processing notices the Supplier is mandated to provide pursuant to Data Protection Legislation and Schedule 11 (Processing of Personal Data) of the BGS Contract,
- (the "**Data Protection Roadmap**").
- 1.8 Within twenty (20) Working Days of receipt of the Data Protection Roadmap, the CPCA shall either confirm its acceptance of the Data Protection Roadmap, or mandate amendments to the Data Protection Roadmap, to the extent required to ensure compliance with the Data Protection Legislation and Schedule 11 (Processing of Personal Data) of the BGS Contract.
- 1.9 The Growth Co shall check that the Supplier maintains the Data Protection Roadmap for the duration of the Agreement and the BGS Contract and shall notify the CPCA of any proposed changes to the Data Protection Roadmap within five (5) Working Days of the Supplier proposing such change, following which the process in Paragraph 1.8 shall apply. Growth Co shall subject the Supplier to an annual compliance and assurance process and where required an audit in respect of the Supplier's compliance with the Data Protection Legislation and Schedule 11 (Processing of Personal Data) of the BGS Contract and provide the results and recommendations of such audit to the CPCA for consideration.

2. **DATA SHARING OBLIGATIONS**

- 2.1 The parties each acknowledge and agree that they may need to Process Personal Data relating to each party's representatives (in their respective capacities as Controllers) in order to (as appropriate): (a) administer and provide any BGS Services; (b) request and receive the BGS Services; (c) compile, dispatch and manage the payment of invoices relating to the BGS Services and/or any funding arrangements; (d) manage the Agreement and the BG Contract and resolve any disputes relating to either agreement; (e) respond and/or raise general queries relating to the BGS Services and/or any funding arrangements; (f) confirm identification and security for systems access and (g) comply with their respective obligations.
- 2.2 Each party shall Process such Personal Data relating to each party's representatives for the purposes set out in Paragraph 2.1 (Data Sharing Obligations) in accordance with their own privacy policies. The parties acknowledge that they may be required to share such Personal Data with their Affiliates, group companies and other relevant parties, in order to carry out the activities listed in Paragraph 2.1 (Data Sharing Obligations), and in doing so each party will ensure that the sharing and use of this Personal Data complies with applicable Data Protection Legislation. No data by either party shall be transferred to or shared with a party located in a Restricted Country.
- 2.3 Save in relation to contact Personal Data processed by the parties in accordance with Paragraph 2.1 (Data Sharing Obligations), where and to the extent the Growth Co is acting as a Controller (except as a Joint Controller, in which case Paragraph 2.4 shall apply), and Processing Personal Data in its

provision and/or management of the BGS Services in accordance with the BGS Contract and compliance with its obligations under this Agreement the conditions set out in this Paragraph 2.3 (Data Sharing Obligations) shall apply. For the purpose of this Paragraph 2 (Data Sharing Obligations), the party from whom the Personal Data originates shall also be referred to as the Originating Controller.

2.3.1 The Growth Co shall:

- (a) only Process the Personal Data for the Permitted Purpose (as defined in Part 1 of Appendix 1 to this Schedule 3 (Processing of Personal Data));
- (b) make due notification to the Information Commissioner's Office (or other such regulatory authority as required by Data Protection Legislation), including in relation to its use and Processing of the Personal Data and comply at all times with the Data Protection Legislation;
- (c) ensure that all fair processing notices have been given (and/or, as applicable, consents obtained) to the relevant Data Subjects, within one (1) month of obtaining the Personal Data and are in accordance with the requirements of the Data Protection Legislation;
- (d) maintain complete and accurate records and information to demonstrate its compliance with this Paragraph 2.3;
- (e) prepare and/or support the Originating Controller (as applicable) in preparing, any Data Protection Impact Assessment prior to commencing any Processing;
- (f) ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event;
- (g) not transfer Personal Data to a Restricted Country unless the prior written consent of the Originating Controller has been obtained and the following conditions are fulfilled:
 - (i) the Growth Co has provided appropriate safeguards in relation to the transfer (in accordance with the Data Protection Legislation) as determined by the Originating Controller;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Growth Co complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - (iv) the Growth Co complies with any reasonable instructions notified to it in advance by the Originating Controller with respect to the Processing of the Personal Data;
- (h) subject to Paragraph 2.3.1(i) (Data Sharing Obligations), the Growth Co shall notify the Originating Controller immediately if it:
 - (i) receives a Data Subject Request (or purported Data Subject Request);
 - (ii) receives a request to rectify, block or erase any Personal Data;
 - (iii) receives any other request, complaint or communication relating to either party's obligations under the Data Protection Legislation;
 - (iv) receives any communication from the Information Commissioner's Office or any other regulatory authority (including a supervisory

authority as defined in the Data Protection Legislation) in connection with Personal Data Processed under this Agreement or the BGS Contract; or

- (v) receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by law; or
- (vi) becomes aware of a Data Loss Event;
- (i) the Originating Controller shall determine and confirm to the Growth Co whether it or the Supplier shall be the primary point of contact and responder to the request, complaint or communication received pursuant to Paragraph 2.3.1(h) and the parties shall ensure this is reflected within the relevant fair processing notices provided to Data Subjects. Where the Originating Controller:
 - (i) designates Growth Co or the Supplier as the primary point of contact, Growth Co or the Supplier as relevant shall provide updates and further information to the Originating Controller, including (where directed by the Originating Controller) allowing the Originating Controller to have final oversight and approval of any response, prior to such response being released to the relevant party;
 - (ii) designates itself as the primary point of contact, Growth Co shall and shall procure that the Supplier shall provide all support as necessary within the timescales directed by the Originating Controller, including providing all Personal Data held by Growth Co or the Supplier in respect of the request, complaint or communication received to the Originating Controller as soon as practicable and in any event within five (5) days, or as otherwise agreed by the parties acting reasonably and in good faith;
- (j) Growth Co's obligation (and its procurement obligation in relation to the Supplier) to notify under Paragraph 2.3.1(h) (Data Sharing Obligations) shall include the provision of further information to the Originating Controller in phases, as details become available. Growth Co or the Supplier (as applicable) shall be the primary point of contact for any communication in respect of the Data Loss Event and: (a) Growth Co and the Supplier shall act quickly to remedy a Data Loss Event and minimise the impact(s) of a Data Loss Event; and (b) the Supplier, the Originating Controller and where relevant the Growth Co shall work together (acting reasonably and in good faith) to formulate responses, notifications and other communications in respect of the Data Loss Event;
- (k) take reasonable steps to ensure the reliability of and adequate training of, any personnel who have access to the Personal Data;
- (l) hold the information contained in the Personal Data confidentially; and
- (m) not do anything which shall damage the reputation of its (if applicable) or the Originating Controller's (or the CPCA, where the CPCA is not the Originating Controller) relationship with the Data Subjects.

2.3.2 At the discretion and instruction of the CPCA and/or Originating Controller, the Growth Co shall support the CPCA and the Originating Controller and/or provide on the Originating Controller's behalf (or instruct the Supplier to do so), all fair processing notices to the relevant Data Subjects (and/or as applicable, obtain the necessary consents of such Data Subjects), within a reasonable time frame to be determined and provided by the CPCA and/or Originating Controller.

2.3.3 Each party warrants, represents and undertakes that it is not subject to any prohibition or restriction which would prevent or restrict it from disclosing or transferring the relevant Personal Data (as applicable) to the other party in accordance with the terms of this Agreement.

2.4 Where and to the extent the Growth Co is acting as a Joint Controller with another party (being the CPCA and/or a Related Third Party) the conditions set out in this Paragraph 2.4 (Data Sharing Obligations) shall apply.

2.4.1 Each party shall:

(a) collaboratively ensure that all fair processing notices have been given (and/or, as applicable, consents obtained), and are sufficient in scope to allow the envisaged Processing in accordance with the Data Protection Legislation and for the purposes set out in the Agreement. For the purposes of this Paragraph 2.4.1(a) the CPCA and/or Related Third Party shall have the final approval and oversight as to whether it or the Growth Co (or where instructed by the CPCA the Supplier) is to provide any relevant fair processing notice and/or as applicable, obtain necessary consents, on behalf of both parties. The Growth Co shall prepare any draft fair processing notices and consent wording for approval by the CPCA (and any Related Third Party as applicable), which shall describe the essence of the arrangements between the parties and the CPCA concerning the allocation of responsibilities between them as Joint Controllers.

For the purposes of this Paragraph 2.4.1 CPCA shall have the final approval and oversight of the relevant fair processing notice and/or as applicable, necessary consents;

(b) make due notification to the Information Commissioner's Office (or other such regulatory authority as required by Data Protection Legislation), including in relation to its use and Processing of the Personal Data and comply at all times with the Data Protection Legislation;

(c) maintain complete and accurate records and information to demonstrate its compliance with this Paragraph 2.4 (Data Sharing Obligations);

(d) work together (acting reasonably and in good faith) in the preparation of any Data Protection Impact Assessment prior to commencing any Processing;

(e) where the Personal Data has been transmitted by it, or is in its possession or control, ensure that it has in place Protective Measures which are appropriate to protect against a Data Loss Event;

(f) not transfer Personal Data to a Restricted Country unless the prior written consent of the Originating Controller has been obtained and the following conditions are fulfilled:

(i) the Growth Co has provided appropriate safeguards in relation to the transfer (in accordance with the Data Protection Legislation) as determined by the Originating Controller;

(ii) the Data Subject has enforceable rights and effective legal remedies;

(iii) the Growth Co complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and

(iv) the Growth Co complies with any reasonable instructions notified to it in advance by the Originating Controller with respect to the Processing of the Personal Data;

- (g) subject to Paragraph 2.4.2 (Data Sharing Obligations) notify the CPCA promptly (and in any event within twenty four (24) hours) if it:
 - (i) receives a Data Subject Request (or purported Data Subject Request);
 - (ii) receives a request to rectify, block or erase any Personal Data;
 - (iii) receives any other request, complaint or communication relating to either party's obligations under the Data Protection Legislation;
 - (iv) receives any communication from the Information Commissioner's Office or any other regulatory authority (including a supervisory authority as defined in the Data Protection Legislation) in connection with Personal Data Processed under this Agreement; or
 - (v) receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by law; or
 - (vi) becomes aware of a Data Loss Event.

2.4.2 Each party's obligation to notify under Paragraph 2.4.1(f) (Data Sharing Obligations) shall include the provision of further information in phases, as details become available. The CPCA and/or Related Third Party shall determine and confirm to the Growth Co whether it, or the CPCA shall be the primary point of contact and responder to the request, complaint or communication received pursuant to Paragraph 2.4.1(f) (Data Sharing Obligations) and the parties shall ensure this is reflected within the relevant fair processing notices provided to Data Subjects. Where the CPCA and/or Related Third Party:

- (a) designates the Growth Co (or where appropriate the Supplier) as the primary point of contact, the Growth Co shall provide updates and further information to the CPCA and/or Related Third Party, including (where directed by the CPCA and/ or Related Third Party) allowing the CPCA and/or Related Third Party to have final oversight and approval of any response, prior to such response being released to the relevant party;
- (b) designates itself or the CPCA as the primary point of contact, the Growth Co shall provide all support as necessary within the timescales directed by the CPCA and/or Related Third Party, including providing all Personal Data held by the Growth Co in respect of the request, complaint or communication received to the CPCA and/or Related Third Party as soon as practicable and in any event within five (5) days, or as otherwise agreed by the parties acting reasonably and in good faith.

2.4.3 Before further sharing the Personal Data with a third party (including using a Processor or any Sub-processor to Process any Personal Data related to this Agreement), the Growth Co must:

- (a) notify the Originating Controller and the CPCA in writing of the intended third party (including any Processor and/or Sub-processor) and Processing;
- (b) obtain the written consent of the Originating Controller and the CPCA;
- (c) enter into a written contract with the third party (including any Processor and/or Sub-processor) which give effect to the terms set out in this Schedule (as applicable); and
- (d) provide the Originating Controller and the CPCA with such information regarding the third party as the Originating Controller may reasonably require.

2.4.4 The Growth Co shall remain fully liable for all acts or omissions of any third party to which it transfers the relevant Personal Data.

2.5 The Growth Co shall:

2.5.1 take reasonable steps to ensure the reliability of and adequate training of, any personnel who have access to any Personal Data;

2.5.2 hold the information contained in the Personal Data confidentially; and

2.5.3 not do anything which shall damage the reputation of the Growth Co or the CPCA with the Data Subjects.

3. **PROCESSOR OBLIGATIONS**

For the purposes of this Paragraph 3 (Processor Obligations), a reference to the "Controller" shall be a reference to the CPCA or the Related Third Party as the context dictates.

Where and to the extent the Growth Co is acting as a Processor, the conditions set out in this Paragraph 3 (Processor Obligations) shall apply.

3.1 The only Processing that the Processor is authorised to do is listed in Part 2 of Appendix 1 to this Schedule 3 (Processing Personal Data) by the Controller and may not be determined by the Processor.

3.2 The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.

3.3 The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Controller, include:

3.3.1 a systematic description of the envisaged Processing operations and the purpose of the Processing;

3.3.2 an assessment of the necessity and proportionality of the Processing operations in relation to the BGS Services;

3.3.3 an assessment of the risks to the rights and freedoms of Data Subjects; and

3.3.4 the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

3.4 The Processor shall, in relation to any Personal Data Processed in connection with its obligations under this Agreement shall:

3.4.1 Process that Personal Data only in accordance with Part 2 of Appendix 1 to this Schedule 3 (Processing of Personal Data) unless the Processor is required to do otherwise by law. If it is so required the Processor shall promptly notify the Controller before Processing the Personal Data unless prohibited by law;

3.4.2 ensure that it has in place Protective Measures which are appropriate to protect against a Data Loss Event, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures), having taken account of the:

(a) nature of the data to be protected;

(b) harm that might result from a Data Loss Event;

- (c) state of technological development; and
- (d) cost of implementing any measures;

3.4.3 ensure that:

- (a) the Processor Personnel do not Process Personal Data except in accordance with this Agreement (and in particular Part 2 of Appendix 1 to this Schedule 3 (Processing of Personal Data));
- (b) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (i) are aware of and comply with the Processor's duties under this Paragraph 3 (Processor Obligations);
 - (ii) are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;
 - (iii) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by this Agreement; and
 - (iv) have undergone adequate training in the use, care, protection and handling of Personal Data; and
- (v) not transfer Personal Data to a Restricted Country unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
 - A. the Controller or the Processor has provided appropriate safeguards in relation to the transfer (in accordance with the Data Protection Legislation) as determined by the Controller;
 - B. the Data Subject has enforceable rights and effective legal remedies;
 - C. the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations);
 - D. the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data; and
 - E. at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Agreement unless the Processor is required by law to retain the Personal Data.

3.4.4 Subject to Paragraph 3.4.5 (Processor Obligations), the Processor shall notify the Controller and CPCA immediately if it:

- (a) receives a Data Subject Request (or purported Data Subject Request);
- (b) receives a request to rectify, block or erase any Personal Data;

- (c) receives any other request, complaint or communication relating to either party's obligations under the Data Protection Legislation;
 - (d) receives any communication from the Information Commissioner's Office or any other regulatory authority (including a supervisory authority as defined in the Data Protection Legislation) in connection with Personal Data Processed under this Agreement;
 - (e) receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by law; or
 - (f) becomes aware of a Data Loss Event.
- 3.4.5 The Processor's obligation to notify under Paragraph 3.4.4 (Processor Obligations) shall include the provision of further information to the Controller and the CPCA in phases, as details become available. The Controller shall either, at its sole election: (a) assume full control of the responses to the events set out in Paragraph 3.4.4 (Processor Obligations); or (b) direct the Processor in its response, save where the Processor is required to act quickly and solely within its internal business to minimise the impact(s) of a Data Loss Event.
- 3.4.6 Taking into account the nature of the Processing, the Processor shall provide the Controller with full assistance in relation to either party's obligations under Data Protection Legislation and any complaint, communication or request made under Paragraph 3.4.4 (Processor Obligations) (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:
- (a) the Controller with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Controller to enable the Controller to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Controller following any Data Loss Event; and
 - (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
- 3.4.7 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Paragraph 3 (Processor Obligations);
- 3.4.8 The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
- 3.4.9 Each party shall designate its own data protection officer if required by the Data Protection Legislation.
- 3.4.10 Before allowing any Sub-processor to Process any Personal Data related to this Agreement, the Processor must:
- (a) notify the Controller in writing of the intended Sub-processor and processing;
 - (b) obtain the written consent of the Controller;

- (c) enter into a written contract with the Sub-processor which give effect to the terms set out in this Paragraph 3 (Processor Obligations) such that they apply to the Sub-processor; and
 - (d) provide the Controller with such information regarding the Sub-processor as the Controller may reasonably require.
- 3.4.11 The Processor shall remain fully liable for all acts or omissions of any of its Sub-processors.
- 3.4.12 The Controller or the CPCA may, at any time on not less than 30 Working Days' notice, revise this Paragraph 3 (Processor Obligations) by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (designated as such pursuant to Data Protection Legislation) (which shall apply when incorporated by attachment to this Agreement).
- 3.4.13 The parties agree to take account of any guidance issued by the Information Commissioner's Office. The CPCA may on not less than 30 Business Days' notice to the Processor amend this Agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.
- 3.4.14 The parties agree to take account of any data processing agreement or protocol issued by the CPCA or any Related Third Party or Government Department which provides for the Processing of Personal Data between the Growth Co, the CPCA and/or a Related Third Party and the Growth Co agrees, where required, the CPCA may, at any time on not less than 30 Business Days' notice, amend this Agreement to ensure that it complies with any terms of such data processing agreement or protocol.

4. RETURN OF PERSONAL DATA

- 4.1 Upon termination or expiry (as the case may be) of the Agreement, or at anytime at the request of the CPCA, Growth Co shall return to the CPCA (or if requested, destroy or delete) all CPCA Data and shall certify that it does not retain the CPCA Data or any copies save to the extent (and for the limited period) that such information needs to be retained by Growth Co for any statutory compliance purposes.

APPENDIX 1

DATA PROTECTION PARTICULARS

PART 1

1. SCHEDULE OF DATA SHARING PARTICULARS

This Part 1 to Appendix 1 of Schedule 3 (Processing of Personal Data) sets out the data sharing particulars to be completed by the parties, acting reasonably and in good faith.

Description	Details
Data mapping	As set out in the "CPCA – Copy pf 2020.12.03-Data Mapping" held by the CPCA and to be amended as necessary between the parties from time to time.
Permitted Purpose	For performance of the Services as defined in Schedule 1 of this Agreement.

PART 2

1. SCHEDULE OF DATA PROCESSING PARTICULARS

This Part 2 to Appendix 1 of Schedule 3 (Processing Personal Data) sets out the data processing particulars to be completed by the Controller, who may take account of the view of the Processor(s), however the final decision as to the content of this Schedule shall be with the Controller at its absolute discretion.

- 1.1 The Processor shall comply with any further written instructions with respect to processing by the Controller.
- 1.2 Any such further instructions shall be incorporated into this schedule of data processing particulars.

Description	Details
Data mapping	The parties shall agree and document the nature of the processing as required in accordance with paragraph 1.4.4 of this Schedule 3.

SCHEDULE 4

CPCA COMMUNICATIONS AND MEDIA HANDLING PROTOCOL

External Communications and Media Handling Protocol for THE BUSINESS GROWTH SERVICE between the cambridgeshire and peterborough combined authority and Gateley AND ALL SUB CONTRACTORS

Introduction

External Communications, including media handling, are important to enhance and protect the reputations of the Cambridgeshire and Peterborough Combined Authority (The Combined Authority) and Gateley and their sub-contractors.

Promoting successes, results and achievements:

- Demonstrating effective co-operative working between The Combined Authority, Gateley and all sub-contractors.
- Ensuring accountability for decision and actions, as appropriate
- Monitoring and where necessary challenging or rebutting inaccurate or hostile media coverage or comment
- Communicating the work to the public through engagement and consultation
- Managing crisis situations

Purpose

This protocol is to sets out the ways in which The Combined Authority and Gateley, including sub-contractors, can co-operate to ensure that there are no surprises for either organisation from media coverage or communications arising from either proactive or reactive announcements, media briefings, statements, letters or other communications. This includes online content such as websites, social media channels and video

General rules for all categories:

- No PR or external communications are released that reference either organisation, without their prior written approval
- Each organisation will keep the other informed of any contact or enquiries from the press
- All PR and communications must be agreed with the Combined Authority's Business & Market Engagement Officer or the Head of Communications
- Both Gateley and all delivery partners will keep the Combined Authority in the loop at appropriate stages on all PR and communications
- No one should speak to a journalist or media publication without permission and this permission cannot be unreasonably withheld
- Decisions will be made within 24hrs unless urgent or an emergency situation when immediate notice will be required
- All external communication should have regard to the key messages
- News releases should include information about both organisations as standard text, usually as Note to Editors
- Gateley and sub-contractors' contact for media issues will be The Combined Authority's Business & Market Engagement Officer or the Head of Communications
- Gateley and all sub-contractors' will be responsible for ensuring that the appropriate Combined Authority staff are kept informed and relevant approvals obtained.
- Gateley and all sub-contractors' will keep an approved image & video library accessible and up to date which will include case study photos, mayoral images, all relevant logos and photos to evidence project delivery.

- Gateley and all sub-contractors' will establish a bank of case studies across all service lines which can be used to generate sustained positive media coverage media.

Agreed protocols

Proactive media activity – news releases, media briefings etc.

The Combined Authority and Gateley, including all sub-contractors, will share public announcements relating to or affecting their work together before release.

The level of involvement will depend upon the subject matter/political sensitivity, and will range from:

- i. Opportunity to comment upon and clearance of a draft release by the other organisation
- ii. Opportunity to comment, inclusion of a quote and clearance of a release
- iii. Joint production of a release

Gateley and their sub-contractors will lead drafting and issuing news releases about the projects and The Combined Authority will be given the opportunity to comment, include a quote and approve; even on joint releases. The Combined Authority will approve all external press releases from all sub-contractors and Gateley before they are issued to the media, where necessary the Combined Authority will seek approval from Central Government and or funding bodies e.g ESF.

Usually, distribution will be by led by Gateley and their sub-contractors, using relevant logos and branding as required by the Combined Authority.

Quotes - where a quote is needed, each organisation will decide who should be quoted on their behalf and that organisation will arrange and seek approval.

Handling standard media enquiries

Generally, all general enquires relating to work carried out on the project will be handled jointly between the relevant sub-contractor, Gateley and the Combined Authority. No response will be issued to the press without approval from the Combined Authority.

- Public information – the purpose, cost, duration of works
- Critical comment on the purpose, timing and costs of works

Media interviews – a discussion would be needed between the relevant sub-contractor, Gateley and the Combined Authority depending on the nature of the interview. Media interviews will be handled on a case by case basis and who is interviewed will be decided based on the subject and audience.

Branding

Gateley and delivery partner led with the inclusion of the Combined Authority's logo, all required logos detailed in the funding agreement and a relevant funded by line to be agreed with the Combined Authority on a case-by-case basis. These will be along the lines of 'funded by The Cambridgeshire & Peterborough Combined Authority via the Local Growth Fund.' In all cases approval will be sought from Combined Authority before publishing.

Letters/newsletters to residents/businesses/stakeholders

Lead in times will vary, however, all letters/newsletters sent out regarding the project by Gateley and all sub-contractors must be seen and approved by the Combined Authority a minimum of three working days in advance of issue, unless urgent or emergency situations then 24hrs notice will be required.

The distribution area will be discussed and agreed between the Combined Authority and the relevant sub-contractor's respective comms teams.

All letters and newsletters are to use the required project logos and all content must be signed off by the Combined Authority.

Stakeholder engagement

The creation of a stakeholder list and liaison with key stakeholders is the primary responsibility of the respective sub-contractor. Gateley and all subcontractors must notify the Combined Authority of any new or emerging stakeholder issues.

Community engagement

Gateley and their sub-contractors will lead engagement events with input from The Combined Authority, i.e. sign-off materials and engagement plan, with Combined Authority attendance where appropriate.

In the case of general engagement or scheduled press events e.g. start of works, engagement staffing will be agreed between the relevant sub-contractor and The Combined Authority at least two weeks' prior to events. Where agreed and if a project needs a consultation and if the consultation is a statutory legal obligation the Combined Authority would be involved in input and sign off. Agreement and sign off would include all materials, consultation document and approach.

Social Media

All sub-contractors and Gateley will manage their respective social media and share with the Combined Authority a monthly social media plan to ensure consistency across our own channels.

All parties will use their social media platforms (Facebook, Twitter, Instagram, YouTube and LinkedIn) to share and promote the works with use of the each other's handle where appropriate.

All parties will inform the other of any negative social media comments relating to the project, particularly where there is potential for reputational damage. Any negative comments or interactions relating to the project are to be addressed in a timely manner and taken offline as soon as possible.

Purdah

The purdha period is 29th March – 6th May 2021

During this period parties will not publicise events designed to support a political party or that a reasonable person could assume that public money is being spent to influence the outcome of the election in favour of any political party.

The Mayor will not be used in publicity, images, workshops or events and no communications can be used that promote any service other than the day to day business of the service.

The Combined Authority will share 2021 guidance in advance of the purdha period.

Complaints and compliments

Any complaints regarding projects must be highlighted immediately to both the Combined Authority and Gateley. Any complaints made by key stakeholders or where the individual has stated an intention to raise the issue in the media must be escalated to the Business & Market Engagement Officer and Head of Communications at the Combined Authority.

Where a complaint is wholly related to the need for the scheme, policy or politics the appropriate complaint handling procedures should be followed.

Crises

In the event of a major incident or crises, all organisations' communications teams must be contacted as soon as possible (contact details below).

Approvals protocols for the release of information detailed in this document apply in a crises situation and no one should provide comment or information to the media unless authorised to do so by their respective Communications Team.

Recognising that the reputational implication of incidents is not always immediately apparent (e.g. cumulative impacts, wider news agendas, dots not joined until it is too late, impact of social media) then the Business & Market Engagement Officer and Head of Communications at the Combined Authority should be kept informed of incidents and potential incidents by their respective project leads on an ongoing basis. All relevant comms teams should be in direct contact and work together with project leads on any ongoing crises.

In terms of risks to the project there should be a communications and reputational element to any project risk register. This will involve input from the Business & Market Engagement Officer and Head of Communications at the Combined Authority.

Final Conclusion

Finally, there needs to be a pragmatic approach by all sub-contractors, Gateley and the Combined Authority. If a project doesn't fall into either of these categories or has a risk/reputational issue then both parties need to be involved.

This protocol will be reviewed by all parties annually.

Contact details

Organisation	Name	Position	Email	Telephone
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Combined Authority	Emily Martin	Head of Communications	emily.martin@cambridgeshirepeterborough-ca.gov.uk	07715 408421
Combined Authority	Ed Colman	Business & Market Engagement Officer	edward.colman@cambridgeshirepeterborough-ca.gov.uk	07940 406356