



Ministry
of Defence

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The Scouts
Gilwell Park
Chingford
London
E4 7QW

Our Ref: 706261450

Date: 02/03/2023

Dear Jacqui

OFFER OF SPONSORSHIP AGREEMENT NO 706261450 SCOUTS OUTWARD SPONSORSHIP – TIME ON THE WATER BADGE

1. On behalf of the Ministry of Defence (“the Authority”) I am pleased to enclose a partially executed contractual document (the **Agreement**) which includes the terms and conditions of the sponsorship arrangement between the parties as specified in the Agreement (**Sponsorship**). The provisions of the Agreement supersede all previous discussions. Should you wish to accept the offer of Sponsorship (the **Offer**), please complete and sign the Agreement at Enclosure 1 and return it to these offices at the above address either by post or attached to an email that contains a fully executed signed and scanned copy of the whole agreement.
2. In signing the Agreement, you acknowledge receipt and unconditionally accept the Offer in accordance with the Agreement. You further accept that any other terms and conditions or any general reservations that may be printed on any of your correspondence in connection with the Sponsorship shall have no force or effect.
3. This Offer shall remain open for unqualified acceptance until 31 March 2023.
4. Following acceptance of the Offer and return of the Agreement, if you have any queries regarding the Sponsorship, please contact the Authority’s Project Officer as detailed at Schedule 3.

Yours sincerely,

Hannah Streatfield
Senior Commercial Manager



Ministry
of Defence

Sponsorship Agreement

706261450 - Scouts Outward Sponsorship Agreement – Time on the Water

02 March 2023 to 31 December 2027

**Between the Secretary of State for Defence of
the United Kingdom of Great Britain and
Northern Ireland
("The Authority")**

And

("The Scouts")

Address:

Team Name and Address:

Navy Commercial
4 Deck, NCHQ
Leach Building
Whale Island
Portsmouth
PO2 8BY

The Scout Association/ Scout Services Limited
Gilwell Park
Chingford
London
E4 7QW

1. Definitions

1.1 In this agreement, the following words and expressions shall have the following meanings unless the context otherwise requires:

"Agreement" means this agreement including its Schedules and any amendments agreed between the Parties in accordance with the provisions of this Agreement;

"Authority's Intellectual Property Rights" means any intellectual property of any description including, but not limited to, patents, design rights, know-how, confidential information, registered trademarks, unregistered trademarks, registered designs, copyright, MOD names, insignia and logos;

"Authority's Mark" are those set out at para 21 of Schedule 2;

"Authority's Representative" means in relation to any provision of this Agreement the person duly authorised by the Authority to act for the purposes of the provision and identified in this Agreement or in any subsequent notice to act for the purposes of the provision;

"Commencement Date" means the date on which the Agreement is signed by both Parties;

"Duration" is the length of this agreement set out at clause 3;

"Establishment" means any premises belonging to the Authority;

"Event" means an event at which the Services are provided, or due to be provided, as set out at Schedule 2;

"Exigency of the Armed Forces" means a circumstance under which the Authority determines that it is no longer able, either temporarily or permanently, to fulfil the Services for operational reasons;

"Funds" means the sums set out at Schedule 1 and payable in accordance with clause 4 of this Agreement;

"Information" means any information in any written or other tangible form disclosed to one Party by or on behalf of the other Party under or in connection with the Agreement;

"Representative" means any of The Scouts employees, agents or subcontractors;

"Services" means the services to be performed by The Scouts for the Authority as set out in Schedule 2.

"The Scouts Mark" are those set out at para 16 of Schedule 2

2. Agreement for Funds and Services

2.1 Nothing in this Agreement shall prejudice the ability of the Authority in carrying out its operational duties and no liability shall be incurred by the Authority under this Agreement or otherwise should the Authority be unable to perform the Services and/or its other obligations under this Agreement at any time due to an Exigency of the Armed Forces.

3. Duration

3.1 The Agreement shall come into existence on the Commencement Date and shall remain in force for three years or until completion in full of the Services, or until full and final payment has been made to The Scouts by the Authority if later, unless this Agreement is terminated in accordance with the provisions of Clause 11 of this Agreement, or otherwise lawfully terminated.

4. Payment Terms

4.1 Payment will be made by electronic transfer and prior to submitting any claims for payment the Contractor will be required to register their details (Supplier on-boarding) on the Contracting, Purchasing and Finance (CP&F) electronic procurement tool.

4.2 Where the Contractor submits an invoice to the Authority, the Authority will consider and verify that invoice in a timely fashion.

4.3 The Authority shall pay any sums due under such an invoice no later than a period of 30 days from the date on which the Authority has determined that the invoice is valid and undisputed.

4.4 Where the Authority fails to comply and there is undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed after a reasonable time has passed.

4.5. The approval for payment of a valid and undisputed invoice by the Authority shall not be construed as acceptance by the Authority of the performance of The Scout's obligations nor as a waiver of its rights and remedies under this Contract.

4.6. Without prejudice to any other right or remedy, the Authority reserves the right to set off any amount owing at any time from the Contractor to the Authority against any amount payable by the Authority to the Contractor under the Contract or under any other contract with the Authority, or with any other Government Department.

5. The Party's Obligations

5.1 The Authority shall:

5.1.1 ensure that The Scouts are provided with the necessary licences and permissions to utilise the Authority's Marks and Authority's Products for the provision of the Services free of charge under this Agreement.

5.1.2 comply with all applicable laws relevant to the exercise of its rights and performance of its obligations under this Agreement.

5.1.3 only capture and use still and moving images and collect stories that support the intent and delivery of the agreed activities set out in Schedule 2. Images shall only be used following the completion of a consent form (in a format to be agreed between the parties) has been received for each person in the image to be used.

5.1.4 grant to The Scouts the right to use the Authority's Mark on the design of the Badge and for use on publications and promotional material relating to the Programme including on the page to be created to host the Programme on its website <https://scouts.org.uk>.

5.1.5 not use The Scouts name and logo without obtaining the prior written authority from The Scouts and in compliance with any brand guidelines notified in advance in writing to the Authority.

5.2 The Scouts shall not:

5.2.1 use or permit to be used the Authority's Intellectual Property Rights for any purpose whatsoever without prior written authority of the Authority's Representative. If permission is given to use MOD names, insignia and logos, they should not be used in a way that might indicate endorsement of a Sponsor's products, services or events other than essential to the performance of Schedule 2 hereto. Neither should MOD names, insignia and logos be used to imply that the MOD particularly favours a Sponsor's products, services or events; or certifies the suitability of such products events other than essential to the performance of Schedule 2 hereto;

5.2.2 use sales messages or advertising statements as part of their logo;

5.2.3 seek to use its association with the Authority under this Agreement in any way to promote products or events, except as set out in this agreement, unless the Authority agrees to the contrary in writing in advance of such promotion, and under no circumstances in connection with political activity or for promotion of the tobacco or alcohol industries or tobacco or alcohol products;

5.2.4 save as where otherwise agreed in writing by the Authority, film, photograph or otherwise involve or associate or make use of images of any individual Authority employees or service personnel for the purposes of promoting or endorsing The Scouts or any of its products or services.

5.3 The Scouts shall:

5.3.1 permit the Authority to capture and use still and moving images and collect stories that support the intent and delivery of the

agreed activities set out in Schedule 2 hereto.

5.3.2 For the avoidance of doubt:

5.3.2.1 the use of still and moving images and stories includes, but is not limited to, the Authority's social media channels, publications and presentations.

5.3.2.2 Captured still and moving images and stories will only be used by the Authority in accordance with this para 5 once a completed consent form (in a format from time to time agreed between the Parties) has been received for each person whose image is intended to be used.

5.3.3 use all reasonable endeavours to ensure that the consent forms referred to in para 5.3.2.2 are completed and passed to the Authority as early as possible during the activity or Event to which they relate to enable the use of social media channels to support the intent and delivery of the agreed activities set out in Schedule 2 hereto.

5.3.4 grant to the Authority the right to use the Scout's Mark on publications and promotional material relating to the Programme.

6 Limitation

6.1 Nothing in this Agreement shall limit or exclude either party's liability for death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors; or fraud or fraudulent misrepresentation. No Party shall under any circumstances whatever be liable to another Party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for:

loss of profit;
loss of sales or business;
loss of agreements or contracts;
loss of anticipated savings;
loss of or damage to goodwill;
loss of use or corruption of software, data or information;
any indirect or consequential loss

arising under or in connection with the Agreement; and

6.2 the Authority's total liability to The Scouts in respect of all other losses arising under or in connection with the Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the value of the Funds; and

6.3 The Scouts total liability in respect of all other losses arising under or in connection with the Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the value of the Funds received by The Scouts.

7 Corrupt Gifts and Payments of Commission

7.1 The Scouts shall not do (and warrants that in relation to this Agreement it has not done) any of the following (hereafter referred to as the "prohibited acts"):

7.1.1 offer, promise, give or agree to give to any Crown servant any gift or consideration of any kind as an inducement or reward for:

7.1.1.1 doing or not doing (or for having done or not having done) any act in relation to the obtaining or execution of this Agreement or any other contract with the Crown; or

7.1.1.2 showing or not showing favour or disfavour to any person in relation to this Agreement or any other contract with the Crown.

7.1.2 enter into this Agreement or any other contract with the Crown in connection with which commission has been paid or has been agreed to be paid by him or on his behalf, or to his knowledge, unless, before the contract is made, full particulars of any such commission and all terms and conditions of any such agreement for the payment thereof have been disclosed in writing to the Authority.

8 Warranties and Indemnities

8.1 The Scouts shall ensure that at all times there is in existence

a comprehensive and adequate policy of insurance for all loss, damage, theft or claims arising directly or indirectly from their sole or joint use of the Authority's Marks in provision of the Services, which is paid for at its own expense. Insurance shall include public liability cover against any loss or injury which may occur to any property or to any person arising out of the exercise of this Agreement in the amount of not less than £5,000,000.00 (five million pounds sterling) per incident and unlimited as to the total number of incidents it covers. The Scouts shall deliver the policy or policies or premium receipts in respect of such insurances immediately following the Commencement Date. Evidence of renewal in relation to the Public liability Policy of Insurance shall be obtained from the relevant insurer and provided by The Scouts to the Authority as and when necessary.

9 Event Cancellation or postponement

9.1 The Parties reserve the right to cancel, postpone or rearrange participation in an Event and change its venue for any reason (including, without limitation, by reason of a Force Majeure Event). The relevant Party shall notify the other Party of the change as soon as possible.

9.2 The Parties agree that the Authority shall not be in breach of this Agreement by virtue of that cancellation or abandonment and that the Authority shall have no liability whatsoever to The Scouts in respect of such cancellation or abandonment.

10 Force Majeure

10.1 The Authority shall not be liable to The Scouts for any delay in performing, or failure to perform the Services to the extent that such delay or failure is a result of a Force Majeure Event. Notwithstanding the foregoing, each Party shall use reasonable endeavours to continue to perform its obligations under the Agreement for the duration of such Force Majeure Event;

10.2 If any Party becomes aware of a Force Majeure Event which gives rise to, or is likely to give rise to any failure or delay on its part as described in this clause it shall immediately notify the other by the most expeditious method then available of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the Agreement. However, if such a Force Majeure Event prevents any Party from performing its material obligations under the Agreement, and alternative dates or location cannot be agreed within 6 months of the start of the failure or delay, any Party may terminate the Agreement with immediate effect by notice in writing.

10.3 For the purpose of this Agreement, a Force Majeure Event means

10.3.1 an event beyond the reasonable control of any Party including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Authority or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, epidemic, notifiable disease or default of suppliers or subcontractors; or

10.3.2 an Exigency of the Armed Forces.

10.4 Payment by the Authority of Funds for Services delivered by The Scouts but terminated early in accordance with this clause shall be subject to the provisions of clause 12 of this Agreement.

11 Termination

11.1 Without limiting its other rights or remedies, each Party may terminate the Agreement with immediate effect by giving written notice to the other Parties under the following circumstances:

11.1.1 If The Scouts becomes insolvent;

11.1.2 if the Authority fails to pay the Funds within 28 days of the payment date in Schedule 1;

11.1.3 if any Party is in breach of statutory health and safety

regulations relating to any matter relating to this Agreement or if any security concerns arise.

11.2 Without limiting its other rights or remedies, the Authority may terminate the Agreement or the relevant part thereof, with immediate effect and without liability to The Scouts, where there is a change of control of The Scouts, by giving written notice to The Scouts.

11.3 Without limiting its other rights or remedies, any Party shall have power to terminate the Agreement at any time by giving the other party 14 days written notice, and upon the expiration of the notice the Agreement shall determine without prejudice to the rights of the Parties accrued to the date of termination.

11.4 If The Scouts commits a material breach of its obligations under the Agreement, the Authority shall have the right to terminate the Agreement or the relevant part thereof, with immediate effect and without liability to The Scouts, by giving written notice to The Scouts and/or suspend the Services until the Authority deems that the material breach no longer apply; and/or claim such damages as may have been sustained as a result of The Scouts breach or breaches of the Agreement.

11.5 The following clauses shall subsist beyond termination of the Agreement: 6, 8, 16, 17, 18 19 & 20

12 Consequences of Termination

12.1 On termination of the Agreement for any reason, without prejudice to any right to claim for interest under the law, or any other such right under this Agreement, The Scouts shall immediately pay to the Authority the value of the Authority's payments for Services not yet delivered by The Scouts. The Authority shall submit an invoice for such amount, which shall be payable by The Scouts immediately on receipt;

12.2 the accrued rights and remedies of the Parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry; and

12.3 for the avoidance of doubt on the termination of this Agreement, The Scouts shall be entitled (but not required) to remove the Authority's Mark from their materials in the next version and all future versions of the materials relating to the badge.

13 Safety, Security & Sustainability

13.1 The Authority and The Scouts shall each comply with the Health & Safety at Work Act 1974 and all relevant legislation in connection with this Agreement including all regulations as stated in any Entertainment licence or venue hire agreement in relation to this Agreement.

14 Disclosure of Information

14.1 Each Party shall treat in confidence all Information it receives from the others and shall not disclose any of that Information to any third party without the prior written consent of the other Parties. Such consent shall not unreasonably be withheld except that any Party may disclose Information in confidence, without prior consent, to such persons and to such extent as may be necessary solely for the performance of the Agreement;

15 Amendments

15.1 Amendments will be by written offer of the Authority for acceptance by The Scouts, any amendment shall not be effective until both Parties have signed the amendment except for Terminations that are detailed at clause 11..

16 Severability

16.1 If any provision of the Contract is held to be invalid, illegal or unenforceable to any extent then:

16.1.1 such provision shall (to the extent that it is invalid, illegal or unenforceable) be given no effect and shall be deemed not to be included in the Contract but without invalidating any of the remaining provisions of the Contract; and

16.1.2 the Parties shall use all reasonable endeavours to replace the invalid, illegal or unenforceable provision by a valid, legal and enforceable substitute provision the effect of which is as close as possible to the intended effect of the invalid, illegal or unenforceable provision.

17 Disputes

17.1 The Parties will attempt in good faith to resolve any dispute or claim arising out of or relating to the Agreement through negotiations between the respective representatives of the Parties having authority to settle the matter, which attempts may include the use of any alternative dispute resolution procedure on which the Parties may agree.

17.2 If a dispute or claim is not resolved pursuant to Clause 17.1 the dispute shall be referred to arbitration. Unless otherwise agreed in writing by the Parties, the arbitration and this clause shall be governed by the provisions of the Arbitration Act 1996. For the purposes of the arbitration, the arbitrator shall have the power to make provisional awards as provided for in Section 39 of the Arbitration Act 1996.

17.3 For the avoidance of doubt, anything said, done or produced in or in relation to the arbitration process (including any awards) shall be confidential between the Parties, except as may be lawfully required in judicial proceedings relating to the arbitration or otherwise.

17.4 Each Party agrees with each other Party that the provisions of this clause 17 shall survive any termination of the Agreement.

18 Applicable Law and Jurisdiction

18.1 This Agreement shall be considered as an Agreement made in England and Wales and shall be governed by and interpreted in accordance with the laws of England and Wales.

19 Data Protection

19.1 Each party shall at all times comply with the applicable Data Privacy Laws.

19.2 Each party shall use reasonable endeavours to ensure that it does not act or omit to act in a way as to cause the other party to breach any of its obligations under Data Privacy Laws.

19.3 The MOD shall process the Personal Data detailed in Schedule 4 (Data Processing Terms) in accordance with the terms and conditions contained within that schedule.

19.4 The parties acknowledge and understand that save for the personal data to be processed in accordance with 19.3 above that:

19.4.1 no Party in the performance of its obligation under this Agreement shall be required to process any other personal data on behalf of the other Parties; and

19.4.2 no other personal data shall be shared between the Parties; and

19.4 For the purposes of this Agreement "Data Privacy Laws" means, as applicable:

19.4.1 "Data Protection Law" means any data protection law, directive, legislative enactment, regulation or other binding restriction which is applicable to a Party for the protection of individuals and the processing of Personal Data, which includes the EU General Data Protection Regulation (2016/679/EU), the Data Protection Act 2018 and any other national implementing laws, regulations and secondary legislation (each as amended or updated from time to time in the UK) and any successor legislation.

19.4.2 the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as amended) and any superseding legislation; and/or

19.4.3 all other applicable laws and regulations relating to the processing of Protected Data and/or governing individuals' rights to data privacy, including statutory instruments.

19.5 "controller" and "personal data" shall have the meaning set out in the Data Privacy Laws.

19.6 "data subject" shall mean individuals whose personal data is processed as Protected Data under this Agreement.

20 Waiver

20.1 No act or omission of any Party shall by itself amount to a waiver of any right or remedy unless expressly stated by that Party in writing.

21 Third Party Rights

21.1 Notwithstanding anything to the contrary elsewhere in the Agreement, no right is granted to any person who is not a Party to the Agreement to enforce any term of the Agreement in his own right and the Parties to the Agreement declare that they have no intention to grant any such right.

22 Transfer

22.1 No Party shall give, bargain, sell, assign or otherwise dispose of the Agreement or any part thereof or the benefit or advantage of the Agreement or any part thereof, except as agreed in this Agreement, without the prior consent in writing of the other Parties.

23 Entire Agreement

23.1 The Agreement constitutes the entire agreement between the Parties relating to the subject matter of the Agreement. The Parties acknowledge that they have not relied upon any prior negotiations, on any statement, promise, representations or undertakings, whether written or oral, except that this clause shall not exclude liability in respect of any fraud or fraudulent misrepresentation.

24 Notices

24.1 All notices, orders, or other forms of communication required to be given in writing under or in connection with this Agreement shall be in English and addressed for the attention of the receiving Party's relevant point of contact

25 Status of the Agreement

25.1 Nothing in this Agreement shall be construed as creating a partnership, a contract of employment or a relationship of principal and agent between The Scouts and the Authority. Out of Office messages received by email shall not constitute acknowledgement of receipt of an email communication.

26 Sponsor's Personnel at Government Establishments

26.1 The Scouts shall ensure that when entering any Establishment he (and his Representatives) comply with the rules, regulations and requirements that are in force whilst at that Establishment;

26.2 Any Scouts personnel or Representatives who do not have the required security clearance may be issued with a temporary ESCORTED security pass.

26.3 The Authority reserves the right to limit or exclude access to all or part of any Establishment at all times.

Schedule 1 - Schedule of Payments

Item Number	Description	Delivery Date	Unit of Measurement	Quantity	Individual Price (£) Ex VAT	Total Price (£) Ex VAT
1	Time in the Water Badge Sponsorship – Year 1	Sponsorship Period 1 1 January 2023	Year	1	Redacted under FOIA Section 43, Commercial interests	Redacted under FOIA Section 43, Commercial interests
2	Time in the Water Badge Sponsorship – Year 2	Sponsorship Period 2 1 January 2024	Year	1	Redacted under FOIA Section 43, Commercial interests	Redacted under FOIA Section 43, Commercial interests
3	Time in the Water Badge Sponsorship – Year 3	Sponsorship Period 3 1 January 2025	Year	1	Redacted under FOIA Section 43, Commercial interests	Redacted under FOIA Section 43, Commercial interests
4	Time in the Water Badge Sponsorship – Year 4	Sponsorship Period 4 1 January 2026	Year	1	Redacted under FOIA Section 43, Commercial interests	Redacted under FOIA Section 43, Commercial interests
5	Time in the Water Badge Sponsorship – Year 5	Sponsorship Period 5 1 January 2027	Year	1	Redacted under FOIA Section 43, Commercial interests	Redacted under FOIA Section 43, Commercial interests

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						interests
					Total Agreement Value	£150,000.00

Item Number	Consignee Address (XY code only)
1-5	Navy Command Headquarters, Portsmouth
Item Number	Payment Schedule
1-5	Annual payments to be made at the beginning of each year
1-5	Payments to be made through Authority's electronic payment system CP&F/Exostar

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SCHEDULE 2 – THE SERVICES

Introduction

1. In the pursuit of the RN's aspiration to promote national *Maritime Domain Awareness* by helping young people to access to waterborne activities and to further RN Cadets and Youth Engagement.
2. RN Cadets and Youth (C&Y) are the responsibility of Dir StratPol and delegated to Deputy Director RN Cadet Forces, with HQ C&Y team embedded. A key element of the RN's C&Y strategy is to meet the centrally mandated HMG directive to meet Defence Enabling Objective (DEO) 11.1.¹
3. The Scout Association (TSA) is the 2nd largest Youth organisation in the UK with a 360,000 membership and currently enjoys a successful partnership which meets the RN's aspiration of raising national *Maritime Domain Awareness*.

Requirement & Deliverables

4. The RN achieves this requirement through an Outward Sponsorship Partnership (OSP) with TSA which funds the TSA 'Time on the Water' multi-stage activity badge.
5. This partnership is due for renewal on 31 Dec 22 and the requirement is to understand a route to market to continue to deliver this successful partnership.
6. It will continue to deliver this key piece of RN Youth engagement through the sponsorship of the TSA 'Time on the Water' multi-stage activity badge.
7. The 'Time on the Water' badge bears the RN logo (fig 1) and has wide ranging visibility over and above other Scout badges, thus providing a broad exposure to the RN.



Fig 1

Previous Deliverables

8. Since the partnership's inception in Jan 2017 the 'Time on the Water' multi-stage activity badge scheme has delivered the following measurements of success:
 - a. Sold c400,000 Time on the Water Badges. The badge is a multi-stage activity badge with 8 variants. 1, 2, 5, 10, 20, 35, 50.
 - b. Through the Time on the Water Badge, the RN has supported more than 400,000 hours of waterborne activity for Beavers, Cubs and Explorer Scouts alike.

- c. RN has trained 60 Adult Volunteers as Powerboat Instructors, which in turn has enabled an additional 500 young people access to powerboating. Powerboat Instructors also provide safety cover to other waterborne activities.
- d. The partnership has facilitated 48 Adult Volunteers to qualify with a Paddlesport Instructor Award, this turn allows each qualified Scout adult to return to their Scout unit and take up to 6 young people afloat.
- e. Items C and D will be managed as non-tangible benefits and paid outside of this agreement.
- f. From Dec 16 to date, empirical data shows that c7% of New Entry Training Establishment recruits were former members of TSA.

Performance Management

- 9. Dir StratPol C&Y team will seek quarterly reports on the following metrics:
 - a. Number of Time on the Water Badges issued, broken down by Stage awards with supporting analysis of the involvement in on the water activities by young people.
 - b. Number of hours of waterborne activity supported through the TOTW sponsorship.
 - c. Number of unique visits to TSA RN hosted webpages and supported visits to the RN Corporate Webpage.
 - d. Feedback on MOD supported training.
 - e. Opportunities will be identified at Scout events where RN Engagement and Attract teams can attend to promote awareness and opportunities of the RN.

Location

- 10. The location is nationwide offer from TSA to its vast membership. There is no requirement to enter MoD defence training estate for the delivery of this partnership.

SCHEDULE 3 POINTS OF CONTACT

<u>Authority Project Officer:</u> Redacted under FOIA Section 40, Personal Information	<u>Authority Commercial Officer:</u> Hannah Streatfield Redacted under FOIA Section 40, Personal Information
	<u>Sponsor point of contact</u> Redacted under FOIA Section 40, Personal Information

SCHEDULE 4 DATA PROCESSING TERMS

ANNEX 1 - PROCESSING TERMS

DEFINITIONS USED IN THE PROCESSING TERMS:

MOD: the data processor who is processing Personal Data on behalf of the Scouts;

Data Protection Legislation: (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy; and (iii) all applicable laws and guidance issued by any relevant regulator about the processing of personal data and privacy;

Data Protection Impact Assessment: an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;

Controller, Processor, Data Subject, Personal Data, Personal Data Breach, Data Protection Officer take the meaning given in the Data Protection Legislation;

Data Loss Event: any event that results, or may result, in unauthorised access to Personal Data held by the MOD under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.

Data Subject Access Request: a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.

DPA 2018: Data Protection Act 2018;

GDPR: the General Data Protection Regulation (Regulation (EU) 2016/679);

LED: Law Enforcement Directive (Directive (EU) 2016/680);

Protective Measures: 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;

Schedule: means the schedule attached to this Annex 1 forming part of this Annex and entitled: 'Schedule of Processing, Personal Data and Data Subjects'; and

Sub-processor: any third Party appointed to process Personal Data on behalf of the MOD related to this Agreement.

1. DATA PROTECTION

1.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Scouts is the Controller and the MOD is the Processor. The only processing that the MOD is authorised to do is listed in the Schedule by the Scouts and may not be determined by the MOD.

1.2 The MOD shall notify the Scouts immediately if it considers that any of the Scouts's instructions infringe the Data Protection Legislation.

1.3 The MOD shall provide all reasonable assistance to the Scouts in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Scouts, include:

- (a) a systematic description of the envisaged processing operations and the purpose of the processing;

- (b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
- (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
- (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

1.4 The MOD shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:

- (a) process that Personal Data only in accordance with the Schedule, unless the MOD is required to do otherwise by Law. If it is so required, the MOD shall promptly notify the Scouts before processing the Personal Data, unless prohibited by Law;
- (b) ensure that it has in place Protective Measures, which have been reviewed and approved by the Scouts as appropriate to protect against a Data Loss Event having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Data Loss Event;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
- (c) ensure that:
 - (i) the MOD Personnel do not process Personal Data except in accordance with this Agreement (and in particular, the Schedule);
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any MOD Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the MOD's duties under this clause;
 - (B) are subject to appropriate confidentiality undertakings with the MOD or any Sub-processor;
 - (C) 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 Scouts or as otherwise permitted by this Agreement; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data.
 - (d) not transfer Personal Data outside of the EU unless the prior written consent of the Scouts has been obtained and the following conditions are fulfilled:
 - (i) the Scouts or the MOD has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Scouts;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the MOD 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 Scouts in meeting its obligations); and
 - (iv) the MOD forthwith complies with any reasonable instructions notified to it in advance by the Scouts with respect to the processing of the Personal Data;
 - (e) at the written direction of the Scouts, delete or return Personal Data (and any copies of it) to the Scouts on termination of the Agreement unless the MOD is required by Law to retain the Personal Data.

1.5 Subject to clause 1.6, the MOD shall notify the Scouts immediately if it:

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- (a) receives a Data Subject Access Request (or purported Data Subject Access 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 or any other regulatory authority 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.

1.6 The MOD's obligation to notify under clause 1.5 shall include the provision of further information to the Scouts in phases, as details become available.

1.7 Taking into account the nature of the processing, the MOD shall provide the Scouts with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 1.5 (and insofar as possible within the timescales reasonably required by the Scouts) including by promptly providing:

- (a) the Scouts with full details and copies of the complaint, communication or request;
- (b) such assistance as is reasonably requested by the Scouts to enable the Scouts to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
- (c) the Scouts, at its request, with any Personal Data it holds in relation to a Data Subject;
- (d) assistance, as requested by the Scouts, following any Data Loss Event;
- (e) assistance, as requested by the Scouts, with respect to any request from the Information Commissioner's Office, or any consultation by the Scouts with the Information Commissioner's Office.

1.8 The MOD shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the MOD employs fewer than 250 staff, unless:

- (a) the Scouts determines that the processing is not occasional;
- (b) the Scouts determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR, or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
- (c) the Scouts determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.

1.9 The MOD shall allow for audits of its Data Processing activity by the Scouts or the Scouts' designated auditor.

1.10 The MOD shall designate a data protection officer if required by the Data Protection Legislation.

1.11 Before allowing any Sub-processor to process any Personal Data related to this Agreement, the MOD must:

- (a) notify the Scouts in writing of the intended Sub-processor and processing;
- (b) obtain the written consent of the Scouts;
- (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause, such that they apply to the Sub-processor; and

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(d) provide the Scouts with such information regarding the Sub-processor as the Scouts may reasonably require.

1.12 The MOD shall remain fully liable for all acts or omissions of any Sub-processor.

1.13 The Scouts may, at any time on not less than 30 Working Days' notice, revise this clause 1 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).

1.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Scouts may, on not less than 30 Working Days' notice to the MOD, amend this Agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.

1.15 The Parties agree that any term or condition of the Agreement that attempts to limit the liability of the MOD with respect to any claims it may receive from the Scouts following any fine, costs damages, costs or any other claim (the "Losses") imposed on the Scouts from the Information Commissioner's Office (or such successor organisation or regulator thereof) shall have no effect, and, accordingly, notwithstanding any other terms or conditions of the Agreement, the MOD shall indemnify the Scouts in full for any Losses imposed on the Scouts from the Information Commissioner's Office.

Schedule of Processing, Personal Data and Data Subjects

1. The MOD shall comply with any further written instructions with respect to processing by the Scouts.
2. Any such further instructions shall be incorporated into this Schedule.
3. Description of processing.

Description

Details

Subject matter of the processing	The MOD offer instructor lead powerboat instructor courses to Scout leaders, the data processing activity is the passing of data to the MOD and the registration of the individual for the course
Duration of the processing	Maximum of 3 years post the placement of the individual on the course
Nature and purposes of the processing	The personal data of Scout members is collected via the Scouts.org.uk website as an expression of interest to be part of the powerboat and paddle sport instructor courses. This personal data is passed to the MOD via email as a batch. The MOD process the data on their registration systems to enrol the individual on the course and maintain communications with the individual throughout the process. The process is conducted under the basis of legitimate interest. The process gathers a number of personal data elements on the individuals next of kin for the purpose of emergency contact.
Type of Personal Data	Name, membership number, address, email address, date of birth, next of kin name, next of kin phone number, next of kin address, next of kin email address.
Categories of Data Subject	Member, member next of kin
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	3 years post the course approval, the data will be permanently deleted from the MOD systems on or before this date

SCHEDULE 5 - Statement of Good Standing

We the undersigned confirm to the best of our knowledge and belief, that The Scout Association and Scout Services Limited (together The Scouts) including any of its directors or any other person who has powers of representation, decision or control of them, has not been convicted of any of the following offences: Conspiracy, corruption, bribery, fraud, theft, fraudulent trading, defrauding Customs & Excise, an offence in connection with taxation, destroying, defacing or concealing of documents or procuring the extension of a valuable security, money laundering or any other offence as defined by the national law of any relevant State.

We further confirm that The Scouts including any of its directors or any other person who has powers of representation being an individual: (a) is not bankrupt; (b) has not been convicted of a criminal offence relating to the conduct of their business or profession; (c) has not committed an act of grave misconduct; (d) has fulfilled obligations relating to the payment of social security contributions; (e) has fulfilled all of its obligations relating to the payment of taxes; and (f) is not guilty of serious misrepresentation in providing any information required by this Statement.

In accepting this Offer I confirm that this Statement is true in respect of The Scouts.

<div>Signed:</div> <div>Name (BLOCK CAPITALS):</div> <div>In the capacity of: (eg Director, Manager, Secretary etc.) duly authorised to sign Contracts for and on behalf of The Scout Association</div>	<div>Signed:</div> <div>Name (BLOCK CAPITALS):</div> <div>In the capacity of: (eg Director, Manager, Secretary etc.) duly authorised to sign Contracts for and on behalf of Scout Services Limited</div>
<div>Address:</div> <div>The Scout Association Gilwell Park Chingford London E4 7QW</div>	<div>Address:</div> <div>Scout Services Limited Gilwell Park Chingford London E4 7QW</div>
<div>Invoice address in full (if different to above)</div> <div>VAT Registration No:</div>	<div>Invoice address in full (if different to above)</div> <div>VAT Registration No:</div>
<div>Telephone:</div> <div>Email:</div>	<div>Telephone:</div> <div>Email:</div>
<div>Dated thisday ofmonthyear</div>	<div>Dated</div>

On

ce complete, please return electronically to: Hannah Streatfield, Email: Hannah.streatfield100@mod.gov.uk

This Agreement shall come into effect on the date of signature by both parties.

For and on behalf (“The Scouts”):

Name and Title	
Signature	
Date	

For and on behalf of the Secretary of State for Defence:

Name and Title	
Signature	
Date	