

Invitation to Tender

Cornwall Trade & Investment: HealthTech Consultancy Services Nov 2021 – Dec 2022

Cornwall Development Company TEN519



1. About Cornwall Trade & Investment

Cornwall Trade and Investment (CTI) is part of Cornwall Development Company (CDC), an arms-length economic development provision of Cornwall Council and part of the Corserv Ltd group of companies. CTI is funded by the European Regional Development Fund (ERDF) and Cornwall Council.

CTI exists to help grow Cornwall's economy – focusing on three key themes; attracting innovative, high growth SME businesses to locate in Cornwall; marketing Cornwall as a progressive, viable place to do business, and supporting Cornwall based SME's to export their products/services to new national and international markets. In doing so CTI aims to promote Cornwall as a business destination of choice through raising its profile as a location for 'next generation' businesses – enhancing the national and international image of the region.

CTI helps and encourages overseas businesses without a presence in the UK to establish small and medium-sized enterprises (SMEs) within the region.

The service provided is bespoke depending on the individual businesses need and many elements are currently delivered virtually during the COVID 19 pandemic with restrictions on international travel in place. Typically, it includes:

- Introductions to supply chain companies and access to CTIs network*
- Identifying suitable premises and investment enabling infrastructure
- Introductions to partner organisations such as; the Department for International Trade (DIT) and C&IoS Growth Hub*
- Introductions to investors and funding organisations*
- Assistance with accessing funding and finance*
- Soft Landings visits to investigate the offer in Cornwall supporting domestic travel and accommodation costs**
- Invitations to attend events inside and outside of Cornwall*
- Trade and Export service for SMEs based in Cornwall, primarily focused on taking companies to export markets, or bringing stakeholders from export markets to Cornwall to share insights and best practice*

**Delivered virtually*

***Limited by international travel restrictions*

Potential inward investors will be SMEs attracted from overseas. The SMEs will be either new start-ups or established businesses looking to expand their business operations into the region and create high-value jobs locally.

The CTI project is measured on three key outputs; inward investors landed in Cornwall, businesses supported through the export service and number of jobs created as a result of support received.

Targets for each output were defined at the beginning of the project, and CTI made an adjustment to its targets given the significant change in circumstances since the global outbreak of COVID19 in March 2020. The project was originally due to complete in

September 2021 but has received an extension until March 2023. The output requirement for entire project is as follows:

Table 1: CTI output target summary

| | Inward investors | Export supports | Job creation |
|------------------------|------------------|-----------------|--------------|
| Adjusted output target | 17 | 94 | 215 |

2. Background and Context

Since September 2018 CTI have been working closely with partners including the Department for International Trade (DIT) and OCO Global to generate a strong pipeline of prospective foreign direct investment opportunities across Cornwall's key growth sectors. Currently, the CTI team are managing a significant pipeline of businesses across sectors including healthtech, mining / mining services and marine renewables.

Out of these sectors the healthtech sector has been found to be the most well-developed and established in terms of its proposition and capability to support inward investors to use Cornwall as a low-cost and supportive gateway to the UK market. Over the past 12 months, this proposition has been further developed by working with a healthtech consultant and utilising collaborative relationships with relevant local stakeholders. CTI has around 20 actively engaged businesses. This pipeline is rapidly growing as a result of CTI's marketing of the proposition, recognition with international networks, and through a lead generation contract held with OCO Global. Previous Healthtech consultancy services have been successful in assisting to convert some leads despite the significant disruption caused by Covid19. This contract will require this momentum to continue and to successfully convert 5 inward investors by December 2022.

To support this pipeline of prospective inward investors the CTI team have dedicated much time and effort in mapping the healthtech ecosystem. This involves identifying and establishing relationships with key stakeholders and support programmes in Cornwall's healthcare system to provide the enablers required by the businesses to land and grow here. This includes Kernow Health CIC's digital testbed service, E-health Productivity for Innovation in Cornwall & the Isles of Scilly (EPIC), South West Academic and Health & Science Network (SWAHSN) alongside a wider programme of support around funding, finance, workspace, potential clients and supply chain partners in Cornwall.

In doing so the CTI team have faced challenges in being able to quickly identify the most appropriate and time efficient route to support businesses. Given the technical and specialist nature of their business and their requirement to navigate the complex web of stakeholders within the NHS, their needs are very niche. Without deep clinical knowledge and an inside line within the healthcare system it is proving challenging to efficiently triage the support available and access the most appropriate and valuable stakeholders for the business to engage with. The CTI team wish to ensure business requirements are being met in an efficient and practical manner in order to give the greatest chance of securing the maximum number of inward investments.

CTI has budget available for 'soft landing' visits – where a contribution to the cost of

travelling to Cornwall is provided and an itinerary is designed by the CTI team to allow the business to engage with relevant enablers. Given the significant restrictions placed on international travel due to the COVID19 outbreak, CTI has only recently been unable to provide soft-landing services to businesses. A strong pipeline of businesses are now engaged with CTI and it is crucial that CTI provides the most efficient and dedicated support to FDI businesses to secure the maximum level of investment by December 2022 and ensure it delivers value and supports the vitality and future prosperity of Cornwall's economy.

CTI is seeking specialist consultative support for new and existing healthtech leads helping the CTI team to overcome these challenges and provide businesses with a bespoke and targeted route to market.

3. Tender objective

The CTI team have a strong existing pipeline of 25+ inward investor leads and continues to receive enquiries as a result of marketing activity, CTI's network and lead generation. CTI is looking to appoint an experienced Healthtech consultant to support the CTI team in promoting a compelling proposition to foreign businesses and converting at least 5 inward investments before December 2022. Conversion will be the result of the foreign business investing in an operating registration in Cornwall with the intention to recruit.

Armed with a thorough understanding of the healthcare system both on a national, regional and local scale in addition to a strong understanding of Cornwall's business landscape, the successful tenderer will be expected to work directly with businesses alongside the CTI team.

The successful tenderer will ensure all project activity is focused on achieving the commission target to secure at least 5 ERDF eligible inward investors by December 2022 (please see Appendix 1 for ERDF eligibility guidance).

3.1 Targeted inward investment

CTI is seeking to secure at least 5 inward investors before the project completion date of 31st March 2023. CTI is seeking to work with high-growth, ambitious, businesses to ensure the projects meets its job creation target of 150.

3.2 Output requirements

Each business is required to formally register a business address in Cornwall. The CTI team are required to demonstrate that a minimum of 12 hours of support has been provided to the business to support the inward investment. The successful tenderer will be expected to work alongside CTI's Trade & Investment Managers and contribute to the 12 hours of support provided. Adequate records to evidence support will need to be maintained by the successful tenderer for state aid purposes.

4. Tender requirements

The successful tenderer will be expected to undertake the following activities:

4.1 Pipeline analysis and market insights

- The successful tenderer will support the CTI team to triage and prioritise new and existing leads in the pipeline that best meet the challenges and needs of the local healthcare system based on specialist knowledge and insights from within the sector.
- Building on CTI's existing mapping of the healthcare ecosystem in the region and beyond, the successful tenderer will use its expertise to identify opportunities and routes to support inward investment.
- Drawing on its extensive knowledge of the healthcare ecosystem in the region and understanding of inward investor requirements, the successful tenderer will provide key insights to troubleshoot issues encountered in providing a clear route to market, and match businesses with previously unexplored routes to support.

4.2 Direct engagement and support

- The successful tenderer must demonstrate the ability to reach and access a strong network of sector leaders and decision makers. This network must be able to provide opportunities for inward investors to penetrate the market and consequently increase the likelihood of them landing in Cornwall.
- Alongside the CTI team, the successful tenderer will provide direct support to new and existing healthtech leads helping them to navigate the healthtech system in the region providing direct access to key sector players otherwise difficult to reach in the region's healthcare network.
- The successful tenderer is required to advise and support the CTI team on the best approach when it comes to positioning and promoting inward investment opportunities to suitable stakeholders in the local healthtech network.
- The successful tenderer will be expected to support the CTI team by acting as an intermediary between their network and the healthtech businesses. They will be required to assist the CTI team in curating engaging meeting itineraries for the business, both virtually and/or physically.

4.3 Strategic positioning and pipeline development

- Building on CTI's existing relationships with DIT and other organisations around the world, the successful tenderer will support CTI in fostering strategic partnerships to position Cornwall as a strategic gateway to the UK market and drive new enquiries in target markets for inward investment.
- The successful tenderer will be required to actively participate in presentations and Q&A sessions alongside CTI to 'sell in' Cornwall's healthtech offer to target FDI markets and contribute directly to existing conversations to further demonstrate the strength and value in Cornwall's healthtech offer.

- Support CTI's wider efforts to position and promote Cornwall as the key gateway to the UK and international markets.

4.4 Deliverables

The successful tenderer will be required to deliver support across all three of the service stages outlined in sections 4.1 to 4.3 to enable CTI to secure at least 5 FDI opportunities.

4.5 Appointment

Upon appointment, the supplier will be required to:

- Attend a face to face inception meeting with CTI's Trade & Investment Managers to discuss the tender requirements and discuss the methodology. Please note, this can be reverted to a digital call if it is not deemed safe and viable to meet in person given current Covid restrictions.
- Develop a thorough understanding of the CTI value proposition in order to approach targeted companies with credibility. This will start with a day's engagement with the CTI team to brief and run through the Cornwall proposition and existing activity.
- Provide a timeline of deliverables.

Immediately after the inception meeting, CTI will provide the supplier with:

- Access to CTI's pipeline and details of strategic relationships and partners.
- Introductions to and liaison assistance with key stakeholders.

Within 14 days of the inception meeting, the appointed supplier will be required to provide:

- A monthly report format to detail activity and progress against each of the tender requirements.

4.6 Meetings

The tenderer must have the capacity to:

- Meet with the CTI team for the project inception meeting and initial engagement day. Please note this can be held digitally given current circumstances.
- Hold monthly progress review calls (more frequently if required).

5. Budget

The total maximum budget available for this commission is £22,500 (exc VAT) but inclusive of all expenses.

Tenders that exceed the total budget will not be considered.

The budget will be reviewed as part of the tender evaluation detailed in Section 9 and will reflect the degree to which there is a saving on the maximum budget.

6. Tender and delivery timetable

The timescale of the programme is from the date of signing the contract until 31st December 2022.

The timetable for submission of the Tender and completion of the programme are set out below.

| Milestone | Date |
|---|-----------------------------------|
| Invitation to Tender issued | 1 st October 2021 |
| Latest date for raising clarifications by email | 11 th October 2021 |
| Clarifications provided (via Contracts Finder) by | 14 th October 2021 |
| Deadline to return the tender to CDC (tenders will be accepted up until midnight) | 24 th October 2021 |
| Evaluation of tenders by CDC | w/c 25 th October 2021 |
| Successful and unsuccessful bidders notified | 1st November 2021 |

Any clarification queries arising from these Tender Documents which may have a bearing on the offer should be raised with the CDC contact Abi Rule (Email: abi.rule@cornwallti.com) as soon as possible and in accordance with the Tender Timetable above.

All of the tender requirements must be completed on, or before, 31st December 2022.

7. Tender submission requirements

Please include the following information in your Tender submission.

7.1 Covering letter (two sides of A4 maximum) to include:

- A single point of contact for all contact between the tenderer and CDC during the tender selection process, and for further correspondence.
- Confirmation that the tenderer has the resources available to meet the requirements outlined in this brief and its timelines.
- Confirmation that the tenderer accepts all the Terms and Conditions of the Contract (see Appendix 2).
- Confirmation that the tenderer has read and understood eligibility requirements (see Appendix 1) and the publicity guidelines (see Appendix 3).
- Confirmation that the tenderer will be able to meet the Corporate Requirements (see Section 11) to include confirmation that Equality and Diversity, Environmental and Data Protections policies are in place and, if successful, supporting documentation will be provided as evidence.
- Confirmation that the tenderer holds current valid insurance policies as set out below

- and, if successful, supporting documentation will be provided as evidence
 - Conflict of interest statement.
- 7.2 The tenderer must provide a methodology to demonstrate how they will deliver all the requirements of section 4 'Tender Requirements' (Six sides of A4 maximum)
- 7.3 The tenderer must provide two examples of previous projects which demonstrate the abilities required to effectively deliver the contract and meet similar objectives set out in section 3.0 and 4.0. This must include the brief, the work completed against the brief and references from the clients involved
- 7.4 Provide a summary of the team skills and experience that will be dedicated to the account. Details of the team structure must be provided and the working hours that will be allocated to ensure the successful completion of the project. (Two sides of A4 maximum).
- 7.5 Provide a cost proposal based on a maximum budget of £22,500 (ex VAT). The budget is based on the successful tenderer delivering the four core elements of support which are detailed in Section 5 (above).

Note that tenders that exceed £22,500 will not be considered.

Please submit the Tender document by email no later than midnight on the 24th October 2021.

Please send by email to tenders@cornwalldevelopmentcompany.co.uk with the following wording in the subject box: "Tender 519 Strictly Confidential. HealthTech Consultancy Services".

8. Tender evaluation methodology

Each Tender will be checked for completeness and compliance with all requirements of the ITT. Tenders will be evaluated to determine the most economically advantageous offer taking into consideration the award criteria.

Tender returns will be assessed on the basis of the following tender award criteria

| | |
|--|---------------|
| Ref 7.1 Covering Letter | |
| Acceptable covering letter including confirmation of the requirements detailed in 8.1 | Pass/ Fail |
| Ref 7.2 | |
| Confirmation that the tenderer can deliver all the requirements of Section 4 'Tender Requirements' and an outline of how this will be achieved. | 40 |
| Ref 7.3 | |
| Provide two examples of previous projects which you feel demonstrate your ability to effectively collaborate and meet similar objectives. This must include the brief, the work completed against the brief and references from the clients involved | 25 |
| Ref 7.4 | |
| Provide information regarding the team that will be dedicated to this account and a summary of the teams skills and experience | 25 |
| Ref 7.5 | |
| Cost proposal | |
| The lowest bid will be awarded the full 10 marks. Other bids will be awarded a mark that is proportionate to the level of their bid in comparison to the lowest bid i.e. Marks awarded = $10 \times \text{lowest bid} / \text{bid}$ | 10 |
| Note that tenders that exceed £22,500 will not be considered | |
| Maximum available score | 100 |

9. Assessment of the Tender

Each Tender will be checked for completeness and compliance with all requirements.

During the evaluation period, CDC reserves the right to seek clarification in writing from the tenderers, to assist it in its consideration of the tender.

Tenders will be evaluated to determine the most advantageous offer taking into consideration the award criteria weightings detailed in the criteria table above.

The reviewer will award the marks depending upon their assessment of the applicant's tender submission using the following scoring to assess the response:

| Scoring Matrix for Award Criteria | | |
|--|----------------------|--|
| Score | Judgement | Interpretation |
| 100% | Excellent | Exceptional demonstration of the relevant ability, understanding, experience, skills, resource and/or quality measures required to provide the goods/works/services. Full evidence provided where required to support the response. |
| 80% | Good | Above average demonstration of the relevant ability, understanding, experience, skills, resource and/or quality measures required to provide the goods/works/services. Majority evidence provided to support the response. |
| 60% | Acceptable | Demonstration of the relevant ability, understanding, experience, skills, resource and/or quality measures required to provide the goods/works/services, with some evidence to support the response. |
| 40% | Minor Reservations | Some minor reservations of the relevant ability, understanding, experience, skills, resource and/or quality measures required to provide the goods/works/services, with little or no evidence to support the response. |
| 20% | Serious Reservations | Considerable reservations of the relevant ability, understanding, experience, skills, resource and/or quality measures required to provide the goods/works/services, with little or no evidence to support the response. |
| 0% | Unacceptable | Does not comply and/or insufficient information provided to demonstrate that there is the ability, understanding, experience, skills, resource and/or quality measures required to provide the goods/works/services, with little or no evidence to support the response. |

CDC is not bound to accept the lowest price or any tender. CDC will not reimburse any expense incurred in preparing tender responses. Any contract award will be conditional on the Contract being approved in accordance with CDC's internal procedures and CDC being able to proceed.

10. Corporate requirements

CDC wishes to ensure that its contractors, suppliers and advisers comply with its corporate requirements when facilitating the delivery of its services. It is therefore necessary to ensure that the contractor can evidence their ability to meet these requirements when providing the services under this commission.

All Tender returns must include evidence of the following as pre-requisite if the Tender return is to be considered.

10.1 Equality and Diversity

CDC is committed to providing services in a way that promotes equality of opportunity. It is expected that the successful tenderer will be equally committed to equality and diversity in its service provision and will ensure compliance with all anti-discrimination legislation. The tenderer will be required to provide a copy of their Equality and Diversity Policies/Practices if successful in securing this contract.

10.2 Environmental Policy

CDC is committed to sustainable development and the promotion of good environmental management. It is expected that the successful tenderer will be committed to a process of improvement with regard to environmental issues. The tenderer will be required to provide a copy of their Environmental Policies/Practices if successful in securing this contract.

10.3 Indemnity and Insurance

The contractor must effect and maintain with reputable insurers such policy or policies of insurance as may be necessary to cover the contractor's obligations and liabilities under this contract, including but not limited to:

- Public liability insurance with a limit of liability of not less than £2 million
- Professional indemnity insurance with a limit of liability of not less than £1 million
- Employers liability insurance with a limit of liability of not less than £2 million

All insurances shall cover for any one occurrence or series of occurrences arising out of any one event during the performance of this contract. The tenderer will be required to provide a copy of their insurance policies if successful in securing this contract.

In addition, the contract will be subject to the following legislation.

10.4 Data Protection

The contractor will comply with its obligations under Data Protection Legislation (DPL), being the UK Data Protection Legislation and the General Data Protection Regulation (GDPR) and any other directly applicable European Union legislation relating to privacy.

The tenderer will be required to provide a copy of their Data Protection policy and privacy statement if successful in securing this contract.

10.5 Freedom of Information Legislation

CDC may be obliged to disclose information provided by bidders in response to this tender under the Freedom of Information Act 2000 and all subordinate legislation made under this Act and the Environmental Information Regulations 2004 (Freedom of Information Legislation). Tenderers should therefore be aware that the information they provide could be disclosed in response to a request under the Freedom of Information Legislation. CDC will proceed on the basis of disclosure unless an appropriate exemption applies. Tenderers should be aware that despite the availability of some exemptions, information may still be disclosed if it is in the public interest.

10.6 Prevention of Bribery

Tenderers are hereby notified that CDC is subject to the regulations of the Bribery Act 2010 and therefore has a duty to ensure that all tenderers will comply with applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including, but not limited to, this legislation.

10.7 Health and Safety

The tenderer must at all times comply with the requirements of the Health and Safety at Work Act 1974, the Management of Health and Safety at Work Regulations 1992 and all other statutory and regulatory requirements.

10.8 Exclusion

CDC shall exclude the tenderer from participation in this procurement procedure where they have established or are otherwise aware that the organisation, to include administrative, management or supervisory staff that have powers of representation, decision or control of the applicant's company, has been the subject of a conviction by final judgment of one of the following reasons:

- Participation in a criminal organisation
- Corruption
- Fraud
- Terrorist offences or offences linked to terrorist activities
- Money laundering or terrorist financing

- Child labour and other forms of trafficking in human beings

10.9 Publicity

In order to comply with the necessary publicity regulations that accompany ESIF funds all promotional material, meeting invites, questionnaires and reports must at all times comply with the latest guidelines. The Secretary of State has published the National European Structural and Investment Fund Publicity Guidance to assist grant recipients to comply with the Regulations referred to in the paragraph above. The chosen contractor will be required to agree all programme paperwork design with the programme manager at the start of the contract to ensure that the necessary conditions have been met. The appointed contractor must comply with the publicity requirements in all activities, events, and literature developed as part of this contract. The ERDF publicity requirements can be found in Appendix 3.

10.10 Sub-contracting

Tenderers should note that a consortia can submit a tender but the sub-contracting aspects of this commission must be identified within your response and cannot after appointment be altered without prior agreement with CDC. Additionally, your attention is drawn to the following paragraph in the Terms and Conditions 21.2.2. at Enclosure 5.

10.11 Content ownership

By submitting a tender application, the tenderer acknowledges that the copyright to all material produced during the programme will be the property of CDC.

10.12 Document Retention

All documentation (electronic and hard copy) produced as part of this contract will need to be returned to CDC at the end of the contract so that we can retain them for future reference/audit. The contractor will not be expected to store these documents for future reference.

10.13 Conflicts of Interest

Tenderers must provide a clear statement with regard to potential conflicts of interests. Therefore, **please confirm within your tender submission** whether, to the best of your knowledge, there is any conflict of interest between your organisation and CDC or its programme team that is likely to influence the outcome of this procurement either directly or indirectly through financial, economic or other personal interest which might be perceived to compromise the impartiality and independence of any party in the context of this procurement procedure.

Receipt of this statement will permit CDC to ensure that, in the event of a conflict of interest being notified or noticed, appropriate steps are taken to ensure that the evaluation of any submission will be undertaken by an independent and impartial panel.

11. ERDF Cross-Cutting Themes

As detailed above, this programme is partly funded through ERDF and Projects qualifying for funding support must incorporate the Cross-Cutting Themes which are essential for the achievement of a well-balanced, sustainable and innovative economy. There are two themes:

11.1 Sustainability:

Sustainable development is about achieving an appropriate balance between environmental, social and economic objectives. This means a programme needs to demonstrate how any potential negative environmental impacts associated with their programme will be minimised, or mitigated, and how potential positive impacts will be maximised.

11.2 Equality and diversity:

Equality is about respect and not treating an individual or group of people unfairly. It is about giving people equality of opportunity to access services and to fulfil their potential. Equality is therefore based on the idea of fairness while recognising everyone is different.

Diversity is about all the ways in which people differ and about recognising that differences are a natural part of society. No two people are the same and this means that many different elements make up our local community – something which should be celebrated. Diversity is about treating people as individuals and making them feel respected and valued

See also Corporate Requirements in section 10.1 and 10.2 above.

12. Disclaimer

The issue of this documentation does not commit CDC to award any contract pursuant to the tender process or enter into a contractual relationship with any provider of the service. Nothing in the documentation or in any other communications made between CDC or its agents and any other party, or any part thereof, shall be taken as constituting a contract, agreement or representation between CDC and any other party (save for a formal award of contract made in writing by or on behalf of CDC).

Tenderers must obtain for themselves, at their own responsibility and expense, all information necessary for the preparation of their tender responses. Information supplied to the tenderers by CDC or any information contained in CDC's publications is supplied only for general guidance in the preparation of the tender response. Tenderers must satisfy themselves by their own investigations as to the accuracy of any such information and no responsibility is accepted by CDC for any loss or damage of whatever kind and howsoever caused arising from the use by tenderers of such information.

CDC reserves the right to vary or change all or any part of the basis of the procedures for the procurement process at any time or not to proceed with the proposed procurement at all.

Cancellation of the procurement process (at any time) under any circumstances will not render CDC liable for any costs or expenses incurred by tenderers during the procurement process.

Appendices

Appendix 1: ERDF Eligibility Criteria

Appendix 2: CDC Terms and Conditions

Appendix 3: ERDF Publicity Requirements

Appendix 1 – ERDF Eligibility Criteria

All businesses must be:

SME's (Micro, Small & Medium-sized Enterprises)

The category of micro, small and medium-sized enterprises is made up of enterprises which:

- No existing presence within the UK
- Employ fewer than 250 persons
- have an annual turnover not exceeding 50 million euros.
- and/or an annual balance sheet total not exceeding 43 million euro.
- Linked Enterprise (s) - companies must demonstrate that any shareholders owning 25% or more of the company also qualify for SME status.

Appendix 2 – CDC Terms and Conditions

DATED XXXX 2021

**AGREEMENT
BETWEEN
CORNWALL DEVELOPMENT COMPANY LTD
and
XXXXXXXXXXXX**

**FOR THE PROVISION OF Healthtech Consultancy Services for Cornwall
Trade & Investment
TEN 519**

THIS AGREEMENT is made on XXXXX 2021

BETWEEN:

- (1) CORNWALL DEVELOPMENT COMPANY (CDC) (Company Number 03668828) of Bickford House, South Wheal Crofty, Station Road, Pool, Cornwall TR15 3QG ('the Company'); and
- (2) XXXXXX (Company No. xxxx) whose registered address is XXXXXX ('the Supplier')

each a 'Party' and together the 'Parties'

WHEREAS

- (A) The Company wishes to have provided the Services as set out in this Agreement.
- (B) Following a tender exercise the Supplier has successfully tendered for and is willing to provide such Services in accordance with the Conditions of this Agreement.
- (C) Provided the Supplier complies with the provisions of this Agreement to the satisfaction of the Company, the Company shall make to the Supplier the payments provided for in this Agreement.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1. In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

'Agreement' means this Agreement entered into between the Company and the Supplier embodying these Conditions and the schedules and appendices attached hereto;

'Appendix' means any of the appendices attached hereto

'Best Industry Practice' means using standards, practises, methods and procedures conforming to the Law and exercising that degree of skill and care, diligence, prudence and foresight which could reasonably and ordinarily be expected from a skilled and experienced person engaged in a similar type of undertaking under the same or similar circumstances;

'The Company's Representative' means the person nominated by the Company as set out in Schedule 1 and appointed pursuant to Condition 8;

'Commencement Date' means XXXXXX;

'Confidential Information' means any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information the disclosure of which would or would be likely to, prejudice the commercial interests of any person, trade secrets, Intellectual Property Rights and know-how or either Party and all Personal Data and Sensitive Personal Data within the meaning of the DPA. Confidential information shall not include information which:

- (i) Was public knowledge at the time of the disclosure (otherwise than by breach of clause 15 (Confidential Information; Disclosure of Information and Freedom of Information)
- (ii) Was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;
- (iii) Is received from a third party (who lawfully acquired it) without restriction as to its disclosure; or
- (iv) Is independently developed without access to the Confidential Information

'Conditions' means the terms and conditions as set out in this Agreement;

'Contract Documents' means the documents comprising this Agreement and the Tender Documents;

'Contract Period' means the period ascertained in accordance with Condition 2;

'Contract Price' means the price payable to the Supplier by the Company under this Agreement as set out in the Pricing Document at Appendix 2;

'Contract Standard' means such standard as complies in each and every respect with all relevant provisions of this Agreement and where to the extent that no criteria are stated in this Agreement such standard as is to the entire satisfaction of the Company's Representative;

'Data Processor' has the meaning set out in the Data Protection Legislation;

'Data Subject' has the meaning set out in the Data Protection Legislation;

'DPA' the UK Data Protection Legislation and the General Data Protection Regulation (GDPR) and any other directly applicable European Union legislation relating to privacy;

'FOIA' means the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Authority or relevant government department in relation to such legislation and the Environmental Information Regulations 2004;

- 'Intellectual Property Rights' means all vested and contingent and future intellectual property rights including but not limited to copyright, trade marks, service marks, design rights (whether registered or unregistered), patents, know-how, trade secrets, inventions, get-up, database rights and any applications for the protection or registration of these rights and all renewals and extensions thereof existing in any part of the world whether now known or in the future created to which the Company may be entitled
- 'Personal Data' has the meaning as set out in the Data Protection Legislation;
- 'Price' means the price which shall become due and payable by CDC to the Supplier in respect of the provision of the Services in accordance with the provisions of this Agreement, as set out in the Pricing Document;
- 'Pricing Document' means the document attached at Appendix 2;
- 'Regulated Activity' means a regulated activity as defined in the Safeguarding Vulnerable Groups Act 2006;
- 'Regulations' means the public contract regulations 2015 (as amended)
- 'Schedule' means any of the schedules attached hereto;
- 'Sensitive Personal Data' has the meaning as set out in the Data Protection Legislation;**
- 'Services' means the services to be performed by the Supplier under this Agreement as set out in the Specification;
- 'Specification' means the document attached to this Agreement at Appendix 1;
- 'Supplier's Representative' means the person who is nominated to represent the Supplier as set out in Schedule 1 and appointed pursuant to Condition 7;
- 'Tender Documents' means all the introduction, the Invitation to Tender, Pre-Qualification questionnaire, the Specification, the information provided (including the schedule of prices), the request for tender and the Tender Submission.
- 'Tender Submission' means the proposal submitted by the Supplier in respect of the tender process and attached to this Agreement at Appendix 3 which specifies the Services to be undertaken, the time estimate for the provision of the Services and the sums payable for the Services.
- 'Termination Date' means **XXXXXX**.
- 'TUPE' means the Transfer of Undertakings (Protection of Employment) Regulations 2006.
- 'Working Day' means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

1.2 The headings in this Agreement are inserted for convenience only and shall not affect its interpretation.

- 1.3 Where appropriate words denoting the singular only shall include the plural and vice versa.
- 1.4 The masculine shall include the feminine and the neuter and vice versa.
- 1.5 A reference to a person shall include a reference to any individual, Company or other legal entity.
- 1.6 Reference to any Act of Parliament or any Order, Regulation, Statutory Instrument, Directive or the like shall be deemed to include a reference to any amendment or re-enactment thereof.
- 1.7 The Schedules and Appendices to this Agreement form part of and shall be deemed to be incorporated in this Agreement.
- 1.8 In the event of any conflict between the provision of this Agreement and the provision of the Schedules or Appendices hereto the provisions of this Agreement shall prevail.

2. CONTRACT PERIOD

- 2.1 This Agreement shall take effect on the Commencement Date and shall continue in force until the later of the Termination Date or the date by which the Supplier's obligations under this Agreement are fulfilled unless otherwise terminated in accordance with the terms of this Agreement.

3. FORM OF AGREEMENT

- 3.1 The Supplier shall be deemed to have satisfied itself before submitting its Tender Documents as to the accuracy and sufficiency of the rates and prices stated in its Tender Documents which shall (except in so far as is otherwise provided in this Agreement) cover all of the Supplier's obligations under this Agreement and the Supplier shall be deemed to have obtained for itself all necessary information as to risks, contingencies and any other circumstances which might reasonably influence or affect the Supplier's Tender.
- 3.2 Except as otherwise expressly provided, the Contract Documents are to be taken together as one agreement. Should either Party become aware of any ambiguities or discrepancies in or between the Contract Documents, he shall immediately inform the other Party's representative giving full details of the ambiguity or discrepancy. Any such notified ambiguities or discrepancies or any ambiguities or discrepancies otherwise coming to the notice of either Party shall be resolved by the Parties.
- 3.3 In the event of any inconsistency between the Conditions and any other provision in any of the other Contract Documents, the Conditions shall prevail.
- 3.4 Copyright in the Contract Documents shall vest so far as it lawfully can in the Company but the Supplier may obtain or make at its own expense any further copies required for use by the Supplier in the preparation of the tender or provision of the Services.

4. SUPPLY OF SERVICE

- 4.1 The Supplier shall supply the Services for the duration of this Agreement in accordance with the Company's requirements as set out in the Specification and the terms of this Agreement in consideration of payment of the Contract Price by the Company.
- 4.2 The Company is entitled to reject the Services where they do not comply with the Specification or the Company's requirements as made known to the Supplier.

5. SUPPLIER'S OBLIGATIONS

- 5.1 The Supplier undertakes to the Company that:
 - 5.1.1 it shall provide the Services to the Company subject to the provisions of this Agreement and will conform in all aspects with the Specification and the Tender Documents.
 - 5.1.2 it shall provide all other services reasonably required by the Company which are reasonably incidental to the Services in accordance with the terms of this Agreement.
 - 5.1.3 it shall comply with all reasonable instructions given by the Company in relation to the Services.
 - 5.1.4 it shall keep the Company fully informed and provide it with regular reports on all matters of interest to a prudent client, together with such information as the Company may reasonably require from time to time.
 - 5.1.5 it will be responsible for all costs, fees, expenses and charges incurred in the provision of the Services.
 - 5.1.6 the Supplier shall ensure that all of the obligations of the Supplier pursuant to this Agreement shall be performed and rendered by appropriately experienced, qualified and trained personnel with all due skill, care and diligence.
 - 5.1.7 the Services shall be provided at all times in accordance with Best Industry Practice and to the Contract Standard.
 - 5.1.8 Suppliers are reminded of their obligations as set out in the Regulations relating to their conduct.
- 5.2 The Supplier shall maintain current and accurate records of all work undertaken in the provision of the Services.
- 5.3 The Supplier shall inform the Company's Representative promptly and confirm in writing if the Supplier is unable to or fails to provide any part of the Service in accordance with this

Agreement. The provision of information under this Condition 5.3 shall not in any way release or excuse the Supplier from any of its obligations under this Agreement.

- 5.4 The Supplier shall at all times allow the Company's Representative, professional advisors and such other persons as from time to time nominated by the Company's Representative if relevant, access to:
 - 5.4.1 any work places of the Supplier for the purpose of inspecting work being performed pursuant to this Agreement;
 - 5.4.2 any work places of the Supplier for the purpose of inspecting and taking copies of records and documents in the possession, custody or control of the Supplier in connection with this Agreement;
 - 5.4.3 any personnel or agent of the Supplier for the purpose of interviewing such persons in connection with this Agreement;
 - 5.4.4 any report required by any statutory enactment or regulation or a copy thereof shall be supplied by Supplier if requested to do so in writing by the Company.
- 5.5 The Supplier will ensure that as this agreement constitutes procurement for a European funded project all original documents relating to this agreement will be retained until the final completion and sign off for this commission and that the supplier will:
 - 5.5.1. keep secure and not without the written consent of the Company make use of for its own purposes or disclose any all original and copy records, documents, information, statements and papers which may be acquired or produced by the Supplier or by any permitted sub-contractor in the performance of this Agreement all of which shall be deemed to be Confidential Information. In default of compliance, the Company shall be entitled to recover possession of such materials and the Supplier shall grant a licence to the Company or its appointed agents to enter for that purpose any premises of the Supplier or its permitted sub-contractors where any such materials may be held;
 - 5.5.2 neither dispose nor part with possession of any materials provided to the Supplier by the Company pursuant to this Agreement or prepared by the Supplier other than in accordance with the express instructions of the Company;
 - 5.5.3 make all original and copy records, documents, information, statements and papers which may be acquired or produced by the Supplier or by any permitted sub-contractor in the performance of this Agreement available to the Company and its internal auditors, auditors for related funders and stakeholders for the project and when required to do so the Department of Communities and Local Government, the European Court of Auditors, The European Commission auditors the National Audit Office or Government Office and also their respective auditors together with the local Government Ombudsman and must co-operate fully with any investigations at its own expense and make such explanations to the Company and any of the previously named bodies and auditors and the Local Government Ombudsman as may be necessary for them to be satisfied that the terms and conditions of Agreement and the Company's contract standing orders and financial regulations and all statutory and regulatory provisions relating to this Agreement have been and are being complied with

- 5.6 On expiry or termination of this Agreement the Supplier shall, at the cost of the Supplier, transfer all original records, documents, information, statements and papers which may be acquired or produced by the Supplier or by any permitted sub contractor in the performance of this Agreement to CDC.
- 5.7 The Supplier shall at all times (where relevant) comply with the Company's Contract Procedure Rules and Financial Regulations and all policies and procedures as may be amended from time to time.
- 5.8 Except and to the extent and upon the terms of this Agreement or as otherwise required or permitted by the Company, the Supplier shall not use any facilities or equipment of the Company.
- 5.9 The Supplier is only permitted to advertise the fact that it is undertaking this Agreement to the extent previously specified in the associated tender documents all other advertising must be subject to written consent of the Company.
- 5.10 If the Supplier is unable or fails to provide the Services or any part thereof in accordance with the requirements of Condition 5.1, the Company may itself provide or may employ and pay other persons to provide the Services or any part thereof and any additional costs incurred thereby may be deducted from any sums due or to become due to the Supplier under this Agreement or shall be recoverable from the Supplier by the Company as a debt. The Company's rights under this Condition shall be without prejudice to any other rights or remedies which it may possess.
- 5.11 The Supplier shall as may be necessary or appropriate co-operate, liaise with, and co-ordinate its activities with those of any other supplier or contractor or sub-contractor employed directly or indirectly by the Company and shall provide the Services in harmony with and at no detriment to any other Services provided by or on behalf of or to the Company. If the Supplier or its personnel default in complying or fail to comply with this Condition, then any costs, expenses, liabilities or damages whatsoever incurred by the Company as a consequence thereof, including the reasonable cost to the Company of the time spent by its officers as a result of the default or failure, may be deducted from any sums due or to become due to the Supplier under this Agreement or shall be recoverable from the Supplier by the Company as a debt.

6. SUPPLIER'S PERSONNEL

- 6.1 The Supplier shall employ sufficient persons to ensure that the Services are provided at all times and in all respects in accordance with this Agreement.
- 6.2 The Supplier's personnel employed in and about the provision of the Services shall be properly and sufficiently qualified, competent, skilled, honest, and experienced and shall at all times exercise due care in the execution of their duties. The Supplier shall ensure that such persons are properly and sufficiently instructed and supervised with regard to the provision of the Services and in particular:
 - 6.2.1 the task or tasks such person has to perform,
 - 6.2.2 all relevant provisions hereof,
 - 6.2.3 all relevant policies, rules, procedures and standards of the Company, and

- 6.2.4 all relevant rules, procedures and statutory requirements concerning health and safety, including the Company's health and safety policy which shall be provided to the Supplier and if not so provided shall be requested by it.
- 6.3 The Company's Representative shall, upon giving notice in writing, have the power to require the Supplier to remove from the provision of the Services any personnel of the Supplier specified in such notice including the Supplier's Representative. The Supplier shall forthwith remove such personnel from the provision of the Services and shall unless the Company determines otherwise immediately provide a replacement who shall be satisfactory to the Company.
- 6.4 The Company shall in no circumstances be liable either to the Supplier or to such personnel in respect of any cost, expense, liability loss, or damage occasioned by such removal and the Supplier shall fully indemnify the Company in respect of any claim made by such personnel.
- 6.5 The Supplier shall provide and shall ensure that its personnel at all times when engaged in the provision of the Services at any premises owned, occupied or controlled by the Company wear such identification (including photographic identification) as may be specified by the Company, and shall ensure that when requested to do so any personnel of the Supplier shall disclose his identity and status as personnel of the Supplier and shall not attempt to avoid so doing.
- 6.6 Where Company rules and regulations or the nature or the location of any duties upon which the Supplier's personnel shall be engaged in the provision of the Services make the wearing of any special or protective clothing headwear or footwear necessary or appropriate, the Supplier shall provide and shall require its personnel to wear such clothing headwear or footwear. Such special or protective clothing headwear or footwear shall be maintained and replaced as necessary by the Supplier.
- 6.7 The Supplier shall notify the Company's Representative immediately upon becoming aware of any possible conflict of interest which may arise between the interests of the Company and any other client of the Supplier and the Supplier shall take all reasonable steps to remove or avoid the cause of any such conflict of interest to the satisfaction of the Company's Representative.

7. SUPPLIER'S REPRESENTATIVE

- 7.1 The Supplier shall appoint a suitably qualified and experienced Supplier Representative as named in Schedule 1 who shall be empowered to act on behalf of the Supplier for all purposes connected with this Agreement. Such appointment or any further appointment shall be subject to the approval of the Company. The Supplier's Representative shall not be replaced without prior written approval of the Company, such approval not to be unreasonably withheld. Any notice, information, instruction or other communication given to the Supplier's Representative or his duly appointed deputy shall be deemed to have been given to the Supplier.
- 7.2 The Supplier shall forthwith give notice in writing to the Company's Representative of the identity, address and telephone numbers of any person appointed as the Supplier's Representative and of any subsequent appointment.

- 7.3 The Supplier shall forthwith give notice in writing to the Company's Representative of the identity, address and telephone numbers of any person authorised to act for any short temporary period as deputy for the Supplier's Representative and when such deputy ceases to be so authorised.
- 7.4 The Supplier shall ensure that the Supplier's Representative or his deputy is available to meet the Company's Representative at all reasonable times. The Supplier shall submit to the Company a list of any personnel appointed to supervise each area of work and shall inform the Company within five working days if there are any changes to that list.

8. COMPANY'S REPRESENTATIVE

- 8.1 The Company's Representative shall be the person named in the Schedule 1 or such other person nominated in writing by the Company from time to time to act in the name of the Company for the purposes of this Agreement.
- 8.2 The Company's Representative shall have power to issue instructions to the Supplier on any matter relating to the provision of the Services and the Supplier shall comply therewith.
- 8.3 From time to time the Company's Representative may appoint one or more representatives to act for the Company's Representative generally or for specified purposes or periods. Any act or instruction of any such representative shall be treated as an act or instruction of the Company's Representative.

9. SAFEGUARDING

- 9.1 If appropriate, the Supplier shall develop and maintain awareness and understanding of safeguarding issues with vulnerable adults, children and young people.
- 9.2 The Supplier shall ensure that all allegations, suspicions and incidents of abuse, harm or risk of harm to children and/or vulnerable adults or where there is concern about the behaviour of an individual are reported immediately to CDC's Representative and Cornwall Council's Safeguarding Adults team 0300 1234 131 in respect of a vulnerable adult or Cornwall Council's Multi Agency Referral Unit (MARU) 0300 123 1116 in respect of a child. The Supplier's safeguarding policies and procedures should include active encouragement to staff in whistle blowing if aware of suspected abuse.
- 9.3 The Supplier shall ensure that children and/or vulnerable adults are safeguarded from any form or exploitation including physical, financial, psychological and sexual abuse, neglect, discriminatory abuse or self-harm or inhumane or degrading treatment through deliberate intent, negligent acts or omissions.
- 9.4 The Supplier shall comply with all statutory obligations and CDC and Government policies (including but not limited to the CDC's Safeguarding Policy, Safeguarding Guidance for Providers and the South West Safeguarding Procedures) in respect of safeguarding as applicable and amended from time to time.
- 9.5 The Supplier shall immediately notify CDC of any information that it reasonably requests to enable it to be satisfied that the obligations of this clause 9 have been met.
- 9.6 The Supplier must comply with any instruction given by CDC in respect of this clause 9.

Whistleblowing

- 9.7 The Supplier shall have in place a process whereby its employees may report in confidence any alleged malpractice on the part of the Supplier as regards any part of the provision of the Services.
- 9.8 The Supplier shall not take any action against any employee pursuant to its contractual rights in respect of that employee where such employee has in accordance with the process provided pursuant to clause 9.7 and in good faith reported alleged malpractice on the part of the Supplier.

10. PAYMENTS

- 10.1 Provided the Supplier has complied fully with this Agreement the Company shall in consideration of the provision of the Services pay the Contract Price to the Supplier in accordance with the Pricing Document.
- 10.2 The total Contract Price is £XXXX excluding Value Added Tax.
- 10.3 Any VAT payable by the Company shall be payable at the rate and in the same manner for the time being prescribed by law. All VAT charges must be shown separately in any invoice clearly identifying what it relates to.
- 10.4 The Contract Price shall be inclusive of all expenses and disbursements.
- 10.5 Provided that the Supplier shall have complied fully with this Agreement and where there is no dispute, payment of the Contract Price and any VAT shall be made by the Company within 30 days of receipt of a valid invoice. Each invoice shall contain appropriate references and a detailed breakdown of the Services provided and shall be supported by any other documentation reasonably required by the Company's Representative to substantiate the invoice.
- 10.6 Where the Supplier enters into a sub-contract with a contractor for the purpose of performing its obligations under the Agreement, it shall ensure that a provision is included in such sub-contract which requires payment to be made of all sums by the Supplier to the sub-contractor within a specified period not exceeding 30 days from the receipt of a valid invoice.
- 10.7 Where a modification is issued pursuant to Condition 13 and there is no applicable rate in the Pricing Document then the Company's Representative shall calculate the amount due to the Supplier on a fair and reasonable basis.
- 10.8 No variation in the Contract Price nor any extra charges shall be accepted by the Company unless expressly agreed in writing by the Parties.

11. USE OF COMPANY PREMISES

The Supplier shall ensure that neither the Supplier nor its employees or agents shall do any act or thing at any premises owned or occupied or controlled by the Company that is not solely for the benefit of the Company and done in the course of the proper performance of the Services and as may be permitted by this Agreement.

12. EQUIPMENT AND MATERIALS

Except as otherwise specified in this Agreement, the Supplier shall provide all equipment and materials reasonably necessary for the provision of the Services. Any equipment used in the provision of the Services and belonging to the Company, which is damaged, lost or unduly worn due to negligence, misuse, or wilful action by the Supplier or its employees or other persons for whose action it is responsible, must be replaced at the Supplier's own expense.

13. MODIFICATIONS TO THE SERVICES

- 13.1 The Company's Representative shall have the power to issue to the Supplier instructions in writing:
 - 13.1.1 requiring the Supplier to vary the scope of the Services or any part thereof;
 - 13.1.2 requiring the Supplier to omit or postpone the performance of any part or the whole of the Services;
 - 13.1.3 requiring the Supplier to vary any instructions or any part thereof issued by the Company's Representative.
- 13.2 The valuation of modifications to Services requested pursuant to this Condition 13 shall be ascertained by the Company's Representatives in accordance with Condition 10.
- 13.3 Where the modification involves an omission, reduction or postponement the valuation shall not include and the Company shall not be liable to the Supplier in respect of, any loss or reduced contribution to overheads or profit whether in respect of this Agreement or any lost opportunity to earn overhead contribution or profit elsewhere.

14. VARIATION

- 14.1 Any variation to this Agreement including for clarification or modification in accordance with Condition 13 shall be effected by an agreement in writing signed by a duly authorised officer or representative of each of the Parties hereto.

15. CONFIDENTIALITY AND DATA PROTECTION

15.1 Confidentiality

- 15.1.1 Except where otherwise provided for in this Agreement, Confidential Information is owned by the Party that discloses it (the "Disclosing Party") and the Party that receives it (the "Receiving Party") has no right to use it.
- 15.1.2 Subject to Clauses 15.1.3 and 15.1.4, the Receiving Party agrees:
 - (a) to use the Disclosing Party's Confidential Information only in connection with the Receiving Party's performance under this Agreement;
 - (b) not to disclose the Disclosing Party's Confidential Information to any third party or to use it to the detriment of the Disclosing Party; and
 - (c) to maintain the confidentiality of the Disclosing Party's Confidential Information and to return it immediately on receipt of written demand from the Disclosing Party.
- 15.1.3 The Receiving Party may disclose the Disclosing Party's Confidential Information:
 - (a) in connection with any dispute resolution under clause 26 (Dispute Resolution);
 - (b) in connection with any litigation between the Parties;
 - (c) to comply with the law;
 - (d) to its staff, consultants and sub-contractors, who shall in respect of such Confidential Information be under a duty no less onerous than the Receiving Party's duty set out in clause 15.1.2;
 - (e) to comply with a regulatory bodies request.
- 15.1.4 The obligations in clause 15.1.1 and clause 15.1.2 will not apply to any Confidential Information which:
 - (a) is in or comes into the public domain other than by breach of this Agreement;
 - (b) the Receiving Party can show by its records was in its possession before it received it from the Disclosing Party; or
 - (c) the Receiving Party can prove that it obtained or was able to obtain from a source other than the Disclosing Party without breaching any obligation of confidence.
- 15.1.5 The obligations in clause 15.1 and clause 15.2 shall not apply where the Confidential Information is related to an item of business at a board meeting of the Company or is related to an executive decision of the Company and it is not reasonably practicable for that item of business to be transacted or that executive decision to be made without reference to the Confidential Information, provided that the Confidential

Information is exempt information within the meaning of Section 101 of the Local Government Act 1972 (as amended), the Company shall consider properly whether or not to exercise its powers under Part V of that Act or (in the case of executive decisions) under the Local Authorities (Executive Arrangements) (Access to Information) (England) Regulations 2000 as amended to prevent the disclosure of that Confidential Information and in doing so shall give due weight to the interests of the Supplier and where reasonably practicable shall consider any representations made by the Supplier.

15.16 The Receiving Party shall indemnify the Disclosing Party and shall keep the Disclosing Party indemnified against Losses and Indirect Losses suffered or incurred by the Disclosing Party as a result of any breach of this clause 15.

15.1.7 The Parties acknowledge that damages would not be an adequate remedy for any breach of this clause 15 by the Receiving Party, and in addition to any right to damages the Disclosing Party shall be entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of this clause 15.

15.2 Data Protection

15.2.1 The Parties acknowledge their respective duties under the Data Protection Legislation and shall give all reasonable assistance to each other where appropriate or necessary to comply with such duties.

15.2.2 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Company is the Data Controller and the Supplier is the Data Processor (where Data Controller and Data Processor have the meaning as defined in the Data Protection Legislation).

15.2.3 To the extent that the Supplier is acting as a Data Processor on behalf of the Company, the Supplier shall, in relation to any Personal Data or Sensitive Personal Data it processes in connection with the performance of its obligations under this Agreement:

- (a) only process such Personal Data **and/or Sensitive Personal Data** as is necessary to perform its obligations under this Agreement, and only in accordance with any written instruction given by the Company under this Agreement;
- (b) put in place appropriate technical and organisational measures against any unauthorised or unlawful processing of such Personal Data **and/or Sensitive Personal Data**, and against the accidental loss or destruction of or damage to such Personal Data **and/or Sensitive Personal Data** having regard to the specific requirements in this Agreement, the state of technical development and the level of harm that may be suffered by a Data Subject whose Personal Data **and/or Sensitive Personal Data** is affected by such unauthorised or unlawful processing or by its loss, damage or destruction;
- (c) take reasonable steps to ensure the reliability of staff who will have access to such Personal Data **and/or Sensitive Personal Data**, and ensure that such staff are properly trained in protecting Personal Data **and Sensitive Data**;
- (d) ensure that all personnel who have access to and/or process Personal Data **and/or Sensitive Personal Data** are obliged to keep the Personal Data **and/or Sensitive Personal Data** confidential;
- (e) provide the Company with such information as the Company may reasonably require to satisfy itself that the Supplier is complying with its obligations under the Data Protection Legislation;
- (f) immediately notify the Company of any requests for disclosure of or access to the Personal Data **and/or Sensitive Personal Data** from a Data Subject;

- (g) assist the Company, at the Company's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (h) immediately notify the Company of any breach of the security measures required to be put in place pursuant to this clause 15.2.3
- (i) ensure it does not knowingly or negligently do or omit to do anything which places the Company in breach of its obligations under the Data Protection Legislation;
- (j) at the written direction of the Company, delete or return Personal Data and/or Sensitive Personal Data and any copies thereof to the Company on termination of the agreement;
- (k) not transfer any Personal Data outside of the European Economic Area; and

maintain complete and accurate records and information to demonstrate its compliance with this clause 15.

15.2.4 The Supplier and the Company shall ensure that Personal Data and/or Sensitive Personal Data is safeguarded at all times in accordance with all applicable laws.

16. FREEDOM OF INFORMATION AND TRANSPARENCY

- 16.1 The Parties acknowledge their respective duties under the FOIA and shall give all reasonable assistance to each other where appropriate or necessary to comply with such duties.
- 16.2 If the Supplier is not a public authority, the Supplier acknowledges that the Company is subject to the requirements of the FOIA and will assist and co-operate with the Company to enable CDC to comply with its disclosure obligations under the FOIA. Accordingly the Supplier agrees:
 - (a) that this Agreement and any other recorded information held by the Supplier on the Company's behalf for the purposes of this Agreement are subject to the obligations and commitments of the Company under the FOIA;
 - (b) that the decision on whether any exemption to the general obligations of public access to information applies to any request for information received under the FOIA is a decision solely for the Company;
 - (c) that if the Supplier receives a request for information under the FOIA, it will not respond to such request (unless directed to do so by the Company) and will promptly (and in any event within 2 working days) transfer the request to CDC;
 - (d) that the Company, acting in accordance with the codes of practice issued and revised from time to time under both section 45 of the FOIA, and regulation 16 of the Environmental Information Regulations 2004, may disclose information concerning the Supplier and this Agreement either without consulting with the Supplier, or following consultation with the Supplier and having taken its views into account; and
 - (e) to assist the Company in responding to a request for information, by processing information or environmental information (as the same are defined in the FOIA) in accordance with a records management system that complies with all applicable records management recommendations and codes of conduct issued under section 46 of the FOIA, and providing copies of all information requested by an authority within 5 working days of such request and without charge.
- 16.3 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Agreement is not Confidential Information.
- 16.4 Notwithstanding any other provision of this Agreement, the Supplier hereby consents to the publication of this Agreement in its entirety including from time to time agreed changes to

this Agreement subject to the redaction of information that is exempt from disclosure in accordance with the provisions of the FOIA.

16.5 In preparing a copy of this Agreement for publication pursuant to clause 16 CDC may consult with the Supplier to inform its decision making regarding any redactions but the final decision in relation to the redaction of information shall be at the Company's absolute discretion.

16.6 The Supplier shall assist and co-operate with the Company to enable the Company to publish this Agreement.

This clause 16 shall not limit the Public Interest Disclosure Act 1998 in any way whatsoever.

16.7 The Supplier shall be responsible for any costs associated with compliance with the provisions of this clause 16.

16.8 The Supplier shall comply with any requirements (including compliance with any appropriate information assurance scheme and the Computer Misuse Act 1990) detailed in the Specification and/or the Schedules in relation to its security policies, procedures and control of Confidential Information, Personal Data and Sensitive Personal Data.

16.9 the Company reserves the right to monitor the Supplier's compliance with this clause 16 and shall notify the Supplier of how it intends to do this where appropriate.

17. STATUTORY OBLIGATIONS

17.1 The Supplier shall at all times comply with the requirements of:

17.1.1 the Health and Safety at Work Act 1974, the Management of Health and Safety at Work Regulations 1992 and all other statutory and regulatory requirements and the Company's policies and procedures relating to health and safety copies of which are available on request.

17.1.2 the Equality Act 2010 and all other relevant related statutory and regulatory requirements and the Company's policies and procedures, copies of which are available on request, relating to equal opportunities and shall not treat any person or group of people less favourably than another on the grounds of race, colour, religion, belief, ethnicity, gender, gender reassignment, age, disability, nationality, marital status or sexual orientation; and

17.1.3 The Supplier shall comply with all European and domestic statutory and regulatory requirements in particular procurement and publicity requirements where relevant to the provision by the Supplier of the Services and to be observed and performed in connection with this Agreement including any obligations binding upon the Company

and shall indemnify CDC against all actions, claims, demands, proceedings, damages, costs, charges and expenses whatsoever and howsoever arising in respect of any breach by the Supplier of this Condition 17.

17.2 The Supplier shall take all reasonable steps to prevent fraud by employees and the Supplier (including its shareholders, members, directors) in connection with the receipt of monies from the Company. The Supplier shall notify the Company immediately if it has reason to suspect that any fraud has occurred or is likely to occur.

18. GRATUITIES

The Supplier shall not, whether itself, or by any person employed by it to provide the Services, solicit or accept any gratuity or any other reward, tip or any other form of money taking, collection or charge for any part of the Services other than charges properly approved by the Company in accordance with the provisions of this Agreement.

19. PREVENTION OF BRIBERY

19.1 The Supplier warrants and undertakes to the Company that:

19.1.1 it will comply with applicable laws, regulations, codes and sanctions relating to anti-

bribery and anti-corruption including but not limited to the Bribery Act 2010;

- 19.1.2 it will comply with the Company's anti-bribery policy as may be amended from time to time, a copy of which will be provided to the Supplier on written request;
- 19.1.3 it will procure that any person who performs or has performed services for or on its behalf ("Associated Person") in connection with this Agreement complies with this Condition 19;
- 19.1.4 it will not enter into any agreement with any Associated Person in connection with this Agreement, unless such agreement contains undertakings on the same terms as contained in this Condition 19;
- 19.1.5 it has and will maintain in place effective accounting procedures and internal controls necessary to record all expenditure in connection with the Agreement;
- 19.1.6 from time to time, at the reasonable request of the Company, it will confirm in writing that it has complied with its undertakings under clauses 19.1.1 – 19.1.5 and will provide any information reasonably requested by the Company in support of such compliance;
- 19.1.7 it shall notify the Company as soon as practicable of any breach of any of the undertakings contained within this clause of which it becomes aware.

20. AGENCY

- 20.1 Neither the Supplier nor the Supplier's personnel shall in any circumstances hold themselves out:
 - 20.1.1 as being the servant or agent of the Company otherwise than in circumstances expressly permitted by this Agreement;
 - 20.1.2 as being authorised to enter into any Agreement on behalf of the Company or in any other way to bind the Company to the performance, variation, release or discharge of any obligation otherwise than in circumstances expressly or implicitly permitted by this Agreement.
 - 20.1.3 as having the power to make, vary, discharge or waive any bylaw or regulation of any kind.

21. ASSIGNMENT AND SUBCONTRACTING

- 21.1 The Company shall be entitled to assign the benefit of this Agreement or any part thereof and shall give written notice of any assignment to the Supplier.
- 21.2 The Supplier shall not:
 - 21.2.1 assign this Agreement or any part thereof or the benefit or advantage of this Agreement of any part thereof
 - 21.2.2 sub-contract the provision of the Services or any part thereof to any person outside the scope of the tender documentation without the previous written consent of the Company, which consent shall be at the absolute discretion of the Company and if given shall not relieve the Supplier from any liability or obligation under this Agreement and the Supplier shall be responsible for the acts, defaults or negligence of any sub-contractor or sub-contractor's agents or employees in all respects as if they were the acts, defaults or negligence of the Supplier or the Supplier's agents, or employees.

22. TERMINATION

- 22.1 The Company at its sole discretion may terminate this Agreement at any time by giving 30 days prior written notice to the Supplier.

- 22.2 The Supplier acknowledges that the Company has relied on the information provided by the Supplier as contained in the Tender Documents and representations (including, but not limited to, any self-declarations) submitted to the Company prior to its acceptance and prior to the Company entering into this Agreement and if any material misrepresentation is contained therein such act or omission shall constitute a breach of condition which entitles the Company to treat itself as discharged from further liability under this Agreement and able to recover from the Supplier the amount of any loss resulting therefrom.
- 22.3 If the Supplier is found to have offered, or given, or agreed to give to any person any gift, or consideration of any kind as an inducement or reward for doing, or forbearing to do, or having done or forborne to do any action in relation to the obtaining of this Agreement, or any other contract with the Company, or for showing or forbearing to show favour, or disfavour, to any person in relation to this Agreement, or any other contract with the Company, or if the like acts shall have been done by any person employed by the Supplier, or acting on the Supplier's behalf (whether with or without the knowledge of the Supplier), or if in relation to this Agreement, or any other contract with the Company, the Supplier or any other person employed by the Supplier, or acting on the Supplier's behalf, shall have committed any offence under the Prevention of Corruption Acts 1889 to 1916 or shall have given any fee or reward to any member or officer of the Company, the receipt of which is an offence under section 117 (2) Local Government Act, 1972, then any such act shall constitute a breach of condition which entitles the Company to treat itself as discharged from further liability under this Agreement and to recover from the Supplier the full amount of any loss resulting thereto.
- 22.4 If the Supplier or (as appropriate) the Supplier's partners, directors, or members of a limited liability partnership;
- 22.4.1 commits a breach of any of its obligations under this Agreement;
 - 22.4.2 changes its composition or staffing in a way which in the reasonable opinion of the Company seriously affects the ability of the Supplier to discharge its obligations under this Agreement to the Contract Standard;
 - 22.4.3 is convicted of an offence involving dishonesty;
 - 22.4.4 is deemed by the Company's Representative, whose opinion shall be final and binding, to have made any false representations;
 - 22.4.5 experiences, in the opinion of the Company's Representative, an irreconcilable conflict of interest between the interests of the Company and any other client of the Supplier;
 - 22.4.6 becomes bankrupt, or makes a composition or arrangement with its creditors, or has a proposal, in respect of its company for a voluntary arrangement for a composition of debts, or scheme or arrangement approved in accordance with the accordance with the Insolvency Act 1986;
 - 22.4.7 has an application made under the Insolvency Act 1986 to the Court for the appointment of an administrator or an administrative receiver;
 - 22.4.8 has a winding-up order made, or (except for the purpose of amalgamation or reconstruction) a resolution for voluntary winding-up passed;
 - 22.4.9 has a provisional liquidator, receiver, or manager of its business or undertaking duly appointed;
 - 22.4.10 has an administrator or administrative receiver, as defined in the Insolvency Act 1986, appointed;
 - 22.4.11 ceases or threatens to cease to carry on business;
- then any such event shall constitute a breach of this Agreement which entitles CDC to treat itself discharged from further liability under this Agreement and to recover from the Supplier the amount of loss resulting therefrom.

- 22.5 If the Company elects to terminate this Agreement pursuant to Conditions 22.2, 22.3 or 22.4 the Company shall:
- 22.5.1 cease to be under any obligation to make further payment;
 - 22.5.2 be entitled to require the Supplier forthwith to return files, documents or other items belonging to the Company and any other resources licensed, loaned, or hired, to the Supplier and should the Supplier fail to return these, to enter onto any site of the Supplier and repossess all such files, documents, or other items. The Company shall have full and unfettered licence over all drawings, details, descriptive schedules and other documents for use in connection with the provision of the Services.
 - 22.5.3 be entitled to deduct from any sum or sums which would but for Condition 21.5.1 have been due from the Company to the Supplier under this Agreement or any other contract or be entitled to recover the same from the Supplier as a debt, any loss or damage to the Company resulting from or arising out of the termination of this Agreement. Such loss or damage shall include the reasonable cost to the Company of the time spent by its officers in terminating this Agreement and in making alternative arrangements for the provision of the Services or any part thereof;
 - 22.5.4 be entitled to employ and pay other persons to provide and complete the provision of the Services or part thereof and to use the Supplier's files, documents, materials, equipment, vehicles or other goods for the purposes thereof;
 - 22.5.5 when the total costs, loss and/or damage suffered by the Company resulting from or arising out of the termination of this Agreement have been calculated and after taking into account any deduction made or to be made by the Company from any sum or sums which would have been due to the Supplier, be entitled to any balance shown as due to the Company which shall be recoverable as a debt.
- 22.6 The rights of the Company under this Condition are in addition to and without prejudice to any other rights the Company may have whether against the Supplier directly or pursuant to any guarantee, indemnity or bond.

23. INDEMNITY AND INSURANCE

- 23.1 The Supplier shall indemnify and keep indemnified the Company against all actions, claims, demands, proceedings, damages, costs, charges and expenses whatsoever and howsoever arising in respect of, or in any way arising out of, the provision of the Services, in relation to the injury to, or death of, any person, and the loss of, or damage to, any property including property belonging to the Company except and to the extent that it may arise out of the act, default or negligence of the Company, its employees or agents not being the Supplier or its personnel.
- 23.2 The Supplier's liability under this Agreement shall be limited to the amount of Professional Indemnity Insurance specified in clause 23.3.1 for each and every claim.
- 23.3 Without prejudice to its obligations under this Condition, the Supplier shall, subject to such insurances being available from reputable insurers, effect and maintain such policy or policies of insurance as may be necessary to cover the Suppliers obligations and liabilities under this Condition, including but not limited to
- 23.3.1 professional indemnity insurance with a limit of liability of not less than **£1** million

for independent advice; and

23.3.2 public liability insurance with a limit of liability of not less than £2 million; and

23.3.3 employers liability insurance with a limit of liability of not less than £2 million for any one occurrence or series of occurrences arising out of any one event.

23.4 The Supplier shall supply to the Company on request any relevant policy or a certificate from its insurers or brokers confirming that the Supplier's insurance policies comply with Condition 23.3.

23.5 If the Supplier fails to take out and maintain the insurance required under Conditions 23.1 and 23.2 then the Company itself may insure against any risk in respect of which the failure shall have occurred and a sum or sums equivalent to the amount paid or payable by the Company in respect of premiums therefore may be deducted by the Company from any monies due or to become due to the Supplier under this Agreement or such amount may be recoverable by the Company from the Supplier as a debt.

23.6 The Supplier shall procure that any sub-contractors of the Supplier maintain like insurance cover to that required to be maintained by the Supplier under this Agreement and any such other insurance cover as may from time to time be reasonably required by the Company.

24. RECOVERY OF SUMS DUE TO THE COMPANY

Whenever under this Agreement any sum of money shall be recoverable from or payable by the Supplier to the Company the same may be deducted from any sum then due or which at any time thereafter may become due to the Supplier under this Agreement or any other contract between the Parties.

25. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

Any rights of any person who is not a party to this Agreement to enforce the terms of this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999 are excluded.

26. DISPUTE RESOLUTION

26.1 Any disputes or differences arising between the Parties in respect of the construction or effect of this Agreement, or the rights, duties and liabilities of the Parties herein under, or any matter or event connected with or arising out of this Agreement shall be resolved by the Parties negotiating in good faith.

26.2 In the absence of resolution in accordance with Condition 26.1 above the dispute may be referred by this Agreement of both Parties to a single mediator to be appointed in accordance with the mediation procedures of the Centre for Effective Dispute Resolution (CEDR) Model Mediation procedure 2001 or such later edition as may be in force from time to time or such other organisation which provides mediation services. The mediator shall be agreed upon by the Parties.

- 26.3 All costs of mediation shall be borne equally by the Parties unless otherwise directed by the mediator.
- 26.4 The submission of either Party to Condition 26.2 above shall not limit their right to commence any proceedings in any court of competent jurisdiction in England and Wales.

27. FORCE MAJEURE

- 27.1 Either Party reserves the right to defer the date of delivery or payment or cancel the Agreement or reduce the provision of the Services if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Company including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, fire, explosion, flood, epidemic, lockouts, strikes or other labour disputes (whether or not relating to either party's workforce) or restraints or delays affecting carriers or inability or delay in obtaining supplies or adequate or suitable materials. 27.2 If the performance of a Party's obligations under this Agreement is in the opinion of that Party likely to be hindered, delayed or affected by a reason falling within Condition 27.1 the Party so affected shall promptly notify the other Party in writing of that fact. If such circumstances continue for a continuous period of more than 6 months, either Party may terminate this Agreement by written notice to the other Party.

28. TUPE

- 28.1 The Supplier acknowledges that the Company has made no assurance about the effect of TUPE and has formed its own view on whether TUPE applies before submitting its Tender Submission for the Services. The Supplier agrees that the Contract Price shall not be varied on the grounds that TUPE does or does not apply, irrespective of the belief of the Company or the Supplier prior to the execution of this Agreement.
- 28.2 The Supplier shall provide pension rights to Transferring Employees that are the same as or are broadly comparable to or better than those the Transferring Employees had prior to any transfer affected by the award of this Agreement. The Supplier, if applicable, shall consider seeking admitted body status with the Local Government Pension Scheme for those Transferring Employees that are members of such a scheme. Where applicable, the Supplier shall also comply with the Statement of Practice on Staff Transfers in the Public Sector (2000) and the Best Value Authorities Staff Transfers (Pensions) Direction 2007.

29. INTELLECTUAL PROPERTY RIGHTS

- 29.1 Pursuant to and for the consideration set out in this Agreement the Supplier hereby assigns with full title guarantee (or shall use all reasonable endeavours to procure that any person, firm or company who is in a position to assign the same with full title guarantee shall assign to the Company) with effect from the Commencement Date or in the case of Intellectual Property Rights not yet in existence with effect from the creation thereof, to the Company, the Intellectual Property Rights created by the Supplier in the performance of the Services. The Supplier shall not be liable for the use of any such Intellectual Property Rights other than for which the same was originally prepared or provided by or on behalf of the Supplier.
- 29.2 The Supplier warrants to the Company that the Intellectual Property Rights referred to in Condition 29.1 are, save to the extent that duly authorised sub-contractors have been used, the Supplier's own original work and that in performance of the Services it has not infringed

and will not infringe any intellectual property right of any third party. The Supplier further warrants that where duly authorised sub-contractors are used their work will be original.

- 29.3 The Supplier shall indemnify and keep indemnified the Company against all reasonably foreseeable and legally enforceable actions, claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of any breach by the Supplier of this Condition 29.

30. LEGAL PROCEEDINGS

- 30.1 The Supplier shall notify the Company's Representative immediately upon becoming aware of any accident, damage, or breach of any statutory provision relating in any way to the provision of or connected with the Services.
- 30.2 If requested to do so by the Company's Representative and at its own expense, the Supplier shall provide the Company's Representative with any relevant information in connection with any litigation, arbitration or other dispute in which the Company may become involved or any relevant disciplinary hearing internal to the Company and shall give evidence in such inquiries or proceedings or hearings, arising out of the provision of the Services.
- 30.3 The Supplier shall at its own expense fully assist the Local Government Ombudsman, the Audit Commission, the District Auditor, the Company's Internal Auditor, the Company's Monitoring Officer and any other body or person as may be specified by the Company's Representative with any investigations, enquiries or complaints relating to allegations of maladministration or other irregularities or improprieties in connection either directly or indirectly with the Agreement such assistance to include the prompt disclosure to such body or person as aforesaid of all relevant information and documentation.
- 30.4 Should any part of the Services involve the Supplier in performing duties or exercising powers under some other contract it shall upon becoming aware of anything which is likely to give rise to arbitration or litigation under that other contract forthwith notify the Company's Representative of any such matter together with such particulars as are available.

31. ENTIRE AGREEMENT

This Agreement contains the whole agreement between the Parties and supersedes all prior agreements, arrangements and undertakings between the Parties and constitutes the entire agreement between the Parties. The Parties confirm that they have not entered into this Agreement on the basis of any representation that is not expressly incorporated into this Agreement.

32. NOTICES

Any demand, notice, or other communication required to be given hereunder shall be sufficiently served if served personally on the addressee, or if sent by prepaid first class recorded delivery post or facsimile transmission to the registered office or last known address of the Party to be served therewith and if so sent shall, subject to proof to the

contrary, be deemed to have been received by the addressee on the second business day after the date of posting or on successful transmission, as the case may be.

33. SEVERANCE

If any provision of this Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of this Agreement.

34. WAIVER

Failure by either Party at any time to enforce the provisions of this Agreement or to require performance by the other Party of any of the provisions of this Agreement shall not be construed as a waiver of any such provision and shall not affect the validity of this Agreement or any part thereof or the right of either Party to enforce any provision in accordance with its terms.

35. GOVERNING LAW & JURISDICTION

This Agreement shall in all respects be construed and interpreted in accordance with the laws of England and Wales and the English courts shall have exclusive jurisdiction to settle any disputes which may arise between the Parties out of or in connection with this Agreement.

IN WITNESS whereof this Agreement has been signed by the Parties hereto and is intended to be and is hereby delivered on the day and year first above written.

| | |
|---|--|
| <p>SIGNED on behalf of CORNWALL DEVELOPMENT COMPANY LTD</p> <p>By (Authorised Officer)</p> <p>Name:</p> <p>Position:</p> | <p>Witnessed by</p> <p>Name:</p> <p>Address:</p> <p>Occupation:</p> |
|---|--|

| | |
|---|--|
| <p>SIGNED on behalf of</p> <p>By Director</p> <p>Name:</p> | <p>Witnessed by</p> <p>Name:</p> <p>Address:</p> <p>Occupation:</p> |
|---|--|

SCHEDULE 1

CDC/Supplier Representatives

CDC:

Name:

Address:

Cornwall Development Company Limited
Bickford House, South Wheal Crofty, Station Road, Pool, Redruth, Cornwall, TR15 3QG

Email:

Telephone:

Supplier:

Name:

Address:

Email:

Telephone:

**APPENDIX 1
SPECIFICATION**

APPENDIX 2
PRICING DOCUMENT

APPENDIX 3
SUPPLIER'S TENDER SUBMISSION

Appendix 3 – ERDF publicity requirements



England 2014 to 2020 European Structural and Investment Funds Growth Programme

European Regional Development Fund and European Social Fund Branding and Publicity Requirements

July 2017

This document is guidance on the subject of branding and publicity requirements in projects funded through the European Regional Development Fund (ERDF) and European Social Fund (ESF) – separate publicity requirements will be available in relation to the European Agricultural Fund for Rural Development. It does not constitute legal advice, nor does it imply any waiver of the legal obligations of recipients of ERDF and ESF grants. In this document we use the Department, which means MHCLG in respect of the European Regional Development Fund and DWP in respect of the European Social Fund. The Department does not accept any liability relating to the use of this document.

| | |
|---|-------------------------------------|
| Contents | Error! Bookmark not defined. |
| SECTION 1 – INTRODUCTION TO THE REQUIREMENTS..... | 1 |
| 1. Introduction to the Publicity and Branding Requirements | 1 |
| EU Regulations..... | 1 |
| SECTION 2 – LOGOS | 3 |
| Supporting Notes:..... | 6 |
| 2.1 The Logo..... | 6 |
| 2.2 Rules on Colour | 6 |
| 2.3 Location and Size | 7 |
| 2.4 Clearance Zone | 7 |
| 2.5 Incorrect use of the Logo | 8 |
| 2.6 Visual examples of the Logos available | 8 |
| 2.7 Community Led Local Development (CLLD) | 93 |
| SECTION 3 – PUBLICITY | 10 |
| 3.1 Plaques – ERDF Only | 11 |
| 3.2 Billboards – ERDF Only..... | 13 |
| 3.3 Posters..... | 15 |
| 3.4 Print and Publications | 17 |
| 3.5 Electronic Materials | 19 |
| 3.6 Media and PR Activity | 21 |
| 3.6.1 Notes to editors (select the correct one)..... | 21 |
| 3.7 Events, Conferences, Seminars and Workshops..... | 22 |
| 3.8 Informing Beneficiaries/Participants of European Programme Funded Projects | 23 |
| 3.9 List of Operations | 24 |
| 3.10 Evidencing Publicity Activities | 25 |
| SECTION 4 – CONTACT US | 25 |
| Contact information..... | 25 |
| SECTION 5 – FURTHER INFORMATION..... | 25 |
| SECTION 6 – UK GOVERNMENT LOGO..... | 26 |

Section 1 – Introduction to the requirements

1. Introduction to the Publicity and Branding Requirements

Extracts from the relevant Regulations are set out at the start of each section in a grey shaded box. The content of these boxes is not exhaustive and users should ensure they refer directly to the Regulations, the guidance on the Europa website and seek their own specialist advice from professional advisers.

This guidance aims to:

- set out the minimum requirements under EU law in relation to branding and publicity for the European Regional Development Fund and European Social Fund as part of the England 2014 to 2020 European Structural and Investment Funds¹ (**ESIF**) Growth Programme (the **Programme**); and
- provide supporting notes to aid compliance with these requirements.

EU Regulations

To help promote and publicise the activities and impact of the Programme, the European Commission have published branding and publicity requirements which are detailed in:

- [European Union Regulation 1303/2013, articles 115-117 and Annex XII, European Union Regulation 1304/2013, article 20 for the Youth Employment Initiative](#); and
- [Commission Implementing Regulation 821/2014, chapter II and Annex II](#).

(together the **Regulations**).

The Regulations **must** be followed by anyone developing and delivering projects funded by the ERDF and ESF, or managing the Programme. Compliance with the Regulations will form part of the terms of funding agreements which will be issued to beneficiaries prior to the approval of funding. These terms are contractual provisions placed on beneficiaries, delivery partners and all sub-contractors that are involved in any operation which is part-funded by ERDF and ESF. As part of this, ESF Co-financing Organisations must ensure that these requirements are met by organisations that provide match funding for ESF projects through separate contracts with the CFO. The consequences of non-compliance may lead to financial repayment of funding.

It is the responsibility of beneficiaries funded by ERDF and ESF to ensure that they meet these requirements and they must ensure all parties producing any publicity materials regarding the project fully appreciate the requirements contained in the Regulations.

¹ The European Structural and Investment Funds Growth Programme funds comprise the European Regional Development Fund, the European Social Fund and part of the European Agricultural Fund for Rural Development.

In the case of Financial Instruments funded through the European Regional Development Fund, the Regulations and requirements must be complied with by the body that implements the Financial Instrument.²

Audits and verification checks will be carried out on projects by the appropriate managing authority³ and audit authority in England, and by the European Commission. In many cases communications activities will be audited within this process. It is therefore vital that projects not only meet the requirements but also retain verifiable evidence of compliant communication activities undertaken.

² This covers organisations delivering funds as well as fund of funds.

³ Throughout this document, unless indicated otherwise, the phrase ‘Managing Authority’ or ‘Department’ will mean the European Regional Development Fund (ERDF) Managing Authority (Department for Communities and Local Government and its Growth Delivery Team), the European Social Fund (ESF) Managing Authority (Department for Work and Pensions) and the London Intermediate Body (Greater London Authority).

Section 2 – Logos

European Union Regulations No 1303/2013

Chapter II Information and Communication - Annex XII

Article 2.2. (2.2.1)

Responsibilities of the beneficiaries

1. All information and communication measures provided by the beneficiary shall acknowledge support from the Funds to the operation by displaying:

- (a) the Union emblem in accordance with the technical characteristics laid down in the implementing act adopted by the Commission under Article 115(4), together with a reference to the Union; and
- (b) a reference to the Fund or Funds supporting the operation.

Where an information or communication measure relates to an operation⁴ or to several operations co-financed by more than one Fund, the reference provided for in point (b) may be replaced by a reference to the European Structural Investment Funds⁵.

European Union Implementing Regulation No 821/2014

Technical characteristics for displaying the Union emblem and the reference to the Fund or Funds supporting the operation.

Article 4

1. The Union emblem referred to in point 1(a) of Section 2.2 of Annex XII to Regulation (EU) No 1303/2013 shall be displayed in colour on websites. In all other media, colour shall be used whenever possible and a monochrome version may only be used in justified cases.
2. The Union emblem shall always be clearly visible and placed in a prominent position. Its position and size shall be appropriate to the scale of the material or document being used. For small promotional objects the obligation to make reference to the Fund shall not apply.
3. When the Union emblem, the reference to the Union and the relevant Fund are displayed on a website: (a) the Union emblem and the reference to the Union shall be visible, when landing on the website, inside the viewing area of a digital device, without requiring a user to scroll down the page; (b) the reference to the relevant Fund shall be made visible on the same website.
4. The name 'European Union' shall always be spelled out in full. The name of a financial instrument shall include a reference to the fact that it is supported by the Funds. The typeface to be used in conjunction with the Union emblem may be any of the following fonts: Arial, Auto, Calibri, Garamond, Trebuchet, Tahoma, Verdana, Ubuntu. Italic, underlined variations or font effects shall not be used. The positioning of the text in

⁴ The term used in the European Union Regulations to refer to each of the discrete activities that is covered by an ESIF funding agreement. 'Operation' is usually synonymous with 'project' but in some cases an operation may include a number of projects within it.

⁵ Section 2.7 explains how this regulation should be applied to operations delivering Community Led Local Development (CLLD)

relation to the Union emblem shall not interfere with the Union emblem in any way. The font size used shall be proportionate to the size of the emblem. The colour of the font shall be reflex blue, black or white depending on the background.

5. If other logos are displayed in addition to the Union emblem, the Union emblem shall have at least the same size, measured in height or width, as the biggest of the other logos.

European Union Implementing Regulation 821/2014

Graphic standards for creating the Union emblem

Article 3

The Union emblem shall be created in accordance with the graphic standards set out in Annex II.

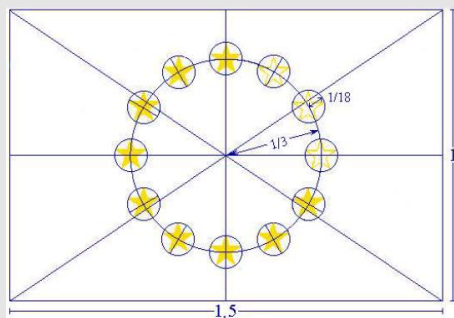
Annex II

Graphic standards for creating the Union emblem and the definition of standard colours.

SYMBOLIC DESCRIPTION Against a background of blue sky, twelve golden stars form a circle representing the union of the peoples of Europe. The number of stars is fixed, twelve being the symbol of perfection and unity.

HERALDIC DESCRIPTION On an azure field a circle of twelve golden mullets, their points not touching.

GEOMETRIC DESCRIPTION



The emblem has the form of a blue rectangular flag of which the fly is one and a half times the length of the hoist. Twelve gold stars situated at equal intervals form an invisible circle whose center is the point of intersection of the diagonals of the rectangle. The radius of the circle is equal to one third of the height of the hoist. Each of the stars has five points which are situated on the circumference of an invisible circle whose radius is equal to one eighteenth of the height of the hoist. All the stars are upright, i.e. with one point vertical and two points in a straight line at right angles to the mast. The circle is arranged so that the stars appear in the position of the hours on the face of a clock. Their number is invariable.

REGULATION COLOURS

The emblem is in the following colours:

- PANTONE REFLEX BLUE for the surface of the rectangle;
- PANTONE YELLOW for the stars.

FOUR-COLOUR PROCESS

If the four-colour process is used, recreate the two standard colours by using the four colours of the four-colour process.

- PANTONE YELLOW is obtained by using 100 % 'Process Yellow'
- PANTONE REFLEX BLUE is obtained by mixing 100 % 'Process Cyan' and 80 % 'Process Magenta'.

INTERNET

PANTONE REFLEX BLUE corresponds in the web-palette colour RGB:0/51/153 (hexadecimal: 003399) and PANTONE YELLOW corresponds in the web-palette colour RGB: 255/204/0 (hexadecimal: FFCC00).

MONOCHROME REPRODUCTION PROCESS

Using black, outline the rectangle in black and print the stars in black on white.



Using blue (Reflex Blue), use 100 % with the stars reproduced in negative white.



REPRODUCTION ON A COLOURED BACKGROUND

If there is no alternative to a coloured background put a white border around the rectangle, the width of the border being 1/25th of the height of the rectangle.



Supporting Notes:

2.1 The Logo

In order to ensure a harmonised visual identity for information and communication measures for operations under the Programme, beneficiaries must display the European Union emblem together with the words 'European Union' and a reference to the relevant fund (the **Logo**) in the correct form and presentation in all correspondence and activity related to the Programme.

It is mandatory that the Logo is used and applied correctly, prominently and consistently on all websites, publicity materials and project documentation produced in relation to a project supported by the ERDF and ESF.

Visual examples of the Logo are available for each of the European funding streams. The correct version of the Logo must be used for the fund or funding streams being referred to.

- [European Regional Development Fund Logo](#) - for use when **only** in receipt of European Regional Development Fund funding.
- [European Social Fund Logo](#) - for use when **only** in receipt of European Social Fund funding.
- [European Structural and Investment Funds Logo](#) – for use if in receipt of more than one funding stream.

Only one version of the Logo should be used in a single piece of publicity material or project documentation, however, all versions of the Logo can be used alongside those of other funding partners provided the Logo is at least as large as the biggest of the other funding partner logos.

Each version of the Logo is specifically designed to include the mandatory requirements set out in the Regulations.

A zip file containing versions of the Logo in various formats can be found via the following link: <https://www.gov.uk/government/publications/european-structural-and-investment-funds-useful-resources>.

2.2 Rules on Colour

The requirements on the colour of the Logo are set out in the Regulations, excerpts of which

can be found in the grey box above.

If justified, e.g. the material is printed only in black (on a white background), a black and white version of the Logo may be used.

The Logo works best in colour on a white background. However, if it appears on a dark or coloured background, the black text of the Logo may be hard to read. By exception, it is permitted to use the white-out version of the Logo in those cases.

When using the white-out version, the European Union emblem itself must not change colour.



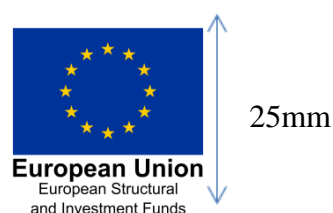
In all cases it is important that the background should be uncluttered and provides enough contrast to ensure clarity.

2.3 Location and Size

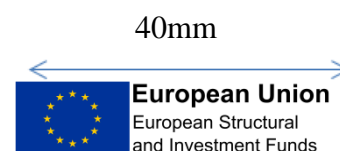
The Logo should be placed in a prominent and suitable position on all publicity materials and project documentation (for examples of potential publicity materials, see [section 3.4](#)). If used alongside other logos, the Logo should be at least equal in size to the largest of the other logos and appropriate to the scale of the material and documents being used.

As a minimum, the Logo should be used at 25mm height (portrait Logo) and 40mm width (landscape Logo).

Portrait Logo



Landscape Logo



For use on small promotional items, it is permissible to just include the EU emblem and reference to the European Union.

There are separate size requirements for use of the Logo on [plaques](#) and [billboards](#) – see section 3 of this guidance for further details.

2.4 Clearance Zone

To prevent any visual interference the Logo must be positioned in its own clear space, with a

suitable 'clearance zone' left clear around its edges. Also, it should not be placed immediately against a document edge.

2.5 Incorrect use of the Logo

- The Logo must not be stretched, squashed, broken up or reproduced in colours other than those listed in the Regulations.
- The Logo must not be reproduced in a different typeface or be rotated.
- The Logo must not have any other wording or illustration added to it.
- The Logo must not use Italic, underlined variations or font effects.
- The Logo font must not deviate from the font types listed in the Regulations.
- The positioning of the text in the Logo must not interfere with the European Union emblem in any way.
- When resizing the Logo it must stay in proportion and must not become distorted.
- Pixelation or blurring of the Logo resulting from the use of an incorrect format/insufficient resolution must be avoided.



X Do not rotate Logo



X Do not squash/stretch Logo

2.6 Visual examples of the Logos available

There are two Logo options (portrait and landscape) available for use in relation to projects funded by the European Regional Development Fund, European Social Fund and ESIF. These are available in colour, black and white or white-out depending on the type of document.

Option 1 – Landscape Logos

**European Regional
Development Fund**



European Social Fund



**European Structural and
Investment Funds**





Option 2 – Portrait Logos

European Regional Development Fund



European Union
European Regional
Development Fund



European Union
European Regional
Development Fund

European Social Fund



European Union
European
Social Fund



European Union
European
Social Fund

European Structural and Investment Funds



European Union
European Structural
and Investment Funds



European Union
European Structural
and Investment Funds

2.7 Community Led Local Development (CLLD)

All CLLD implementation activities and materials (i.e. at the level of the local action group, accountable body and within local projects funded through the delegated grant schemes) need to be branded using the ESIF logo. With the following exceptions:

- Strategies that are only drawing on ESF need to be branded as ESF⁶.
- If any CLLD operations generate activity that requires the display of a plaque (capital costs over €500,000) the plaque would need to be ERDF branded in accordance with ERDF regulations⁷.

⁶ There are no ERDF only CLLD proposals.

⁷ ESF does not support capital investment so such activity would be ERDF only.

Section 3 – Publicity

The table below shows the specific publicity activity that must be complied with in relation to projects funded by the European Regional Development Fund and/or European Social Fund as part of the Programme.

| | European Regional Development Fund | European Social Fund |
|--|------------------------------------|----------------------|
| <u>Plaques</u> | ✓ * | |
| <u>Billboards</u> | ✓ * | |
| <u>Posters</u> | ✓ * | ✓ |
| <u>Print and Publications</u> | ✓ | ✓ |
| <u>Electronic Materials</u> | ✓ | ✓ |
| <u>Media and PR Activity</u> | ✓ | ✓ |
| <u>Events, Conferences, Seminars and Workshops</u> | ✓ | ✓ |
| <u>Informing Beneficiaries / Participants</u> | ✓ | ✓ |
| <u>Description of Activity on website (List of Operations)</u> | ✓ | ✓ |
| <u>Evidencing Publicity Activities</u> | ✓ | ✓ |

* Read the specific rules on which ERDF projects these relate to.

3.1 Plaques – ERDF Only

European Union Regulations No 1303/2013

Chapter II Information and Communication - Annex XII

Article 2.2 (2.2.5)

5. No later than three months after completion of an operation, the beneficiary shall put up a permanent plaque or billboard of significant size at a location readily visible to the public for each operation that fulfils the following criteria:

(a) the total public support to the operation exceeds EUR 500 000;

and

(b) the operation consists of the purchase of a physical object or of the financing of infrastructure or of construction operations.

The plaque or billboard shall state the name and the main objective of the operation. It shall be prepared in accordance with the technical characteristics adopted by the Commission in accordance with Article 115(4).

European Union Implementing Regulation 821/1204 Chapter II

Technical characteristics of permanent plaques and temporary or permanent billboards

Article 5

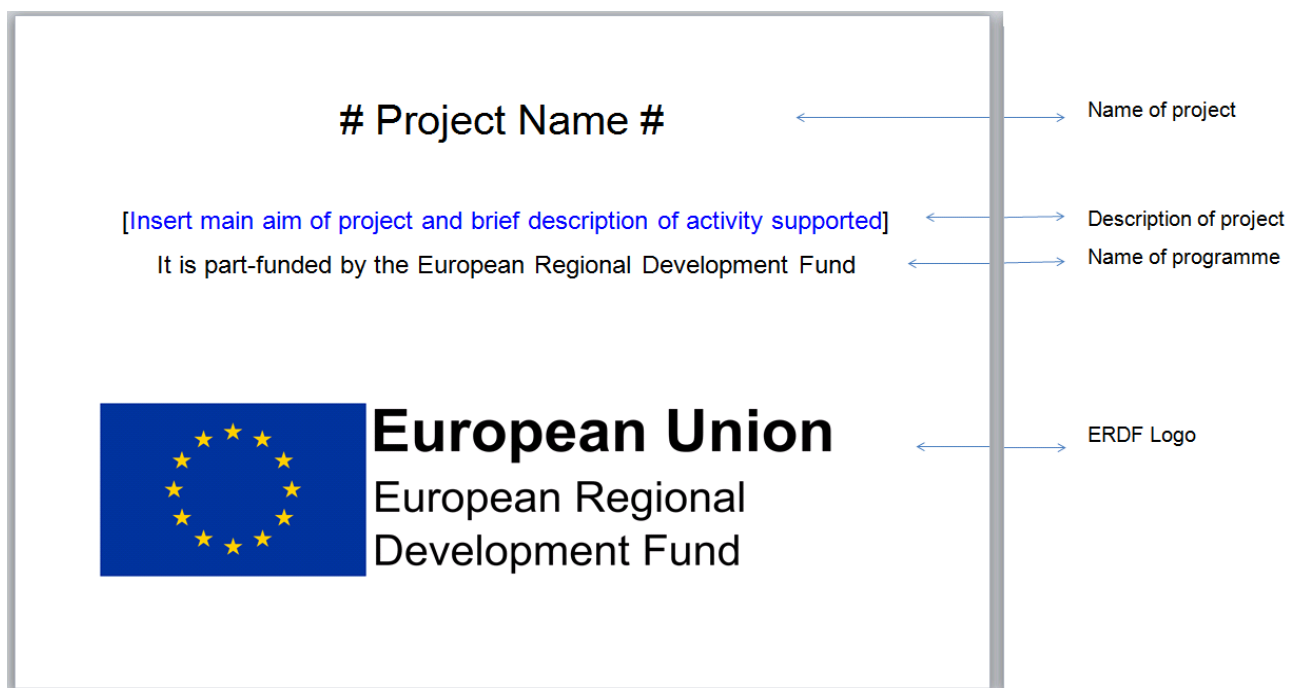
1. The name of the operation, the main objective of the operation, the Union emblem together with the reference to the Union and the reference to the Fund or Funds to be displayed on the temporary billboard referred to in point 4 of Section 2.2 of Annex XII to Regulation (EU) No 1303/2013 shall take up at least 25 % of that billboard.
2. The name of the operation and the main objective of the activity supported by the operation, the Union emblem together with the reference to the Union and the reference to the Fund or Funds to be displayed on the permanent plaque or permanent billboard referred to in point 5 of Section 2.2 of Annex XII to Regulation (EU) No 1303/2013 shall take up at least 25 % of that plaque or billboard.

Supporting Notes

Where required by the Regulations, beneficiaries of funding from the European Regional Development Fund must put up a permanent plaque or billboard in a location readily visible to the general public, no later than 3 months after the completion of the project. Projects that fulfil both (a) and (b) criteria stated on the previous page are required to display a permanent plaque or billboard. If a project does not comply with both, please read the section on posters.

All plaques must be produced and funded by the beneficiary and should be of a significant size (at least 300mm x 300mm). The cost of producing the plaque should be considered when developing and planning the project.

Below is an example to show how the requirements of the Regulations could be presented.



3.2 Billboards – ERDF Only

European Union Regulations No 1303/2013

Chapter II Information and Communication - Annex XII

Article 2.2 (2.2.4-2.2.5)

4. During implementation of an ERDF or Cohesion Fund operation, the beneficiary shall put up, at a location readily visible to the public, a temporary billboard of a significant size for each operation consisting of the financing of infrastructure or construction operations for which the total public support to the operation exceeds EUR 500 000.

5. No later than three months after completion of an operation, the beneficiary shall put up a permanent plaque or billboard of significant size at a location readily visible to the public for each operation that fulfils the following criteria:

(a) the total public support to the operation exceeds EUR 500 000;

and

(b) the operation consists of the purchase of a physical object or of the financing of infrastructure or of construction operations.

The plaque or billboard shall state the name and the main objective of the operation. It shall be prepared in accordance with the technical characteristics adopted by the Commission in accordance with Article 115(4).

European Union Implementing Regulation 821/1204, Chapter II

Technical characteristics of permanent plaques and temporary or permanent billboards

Article 5

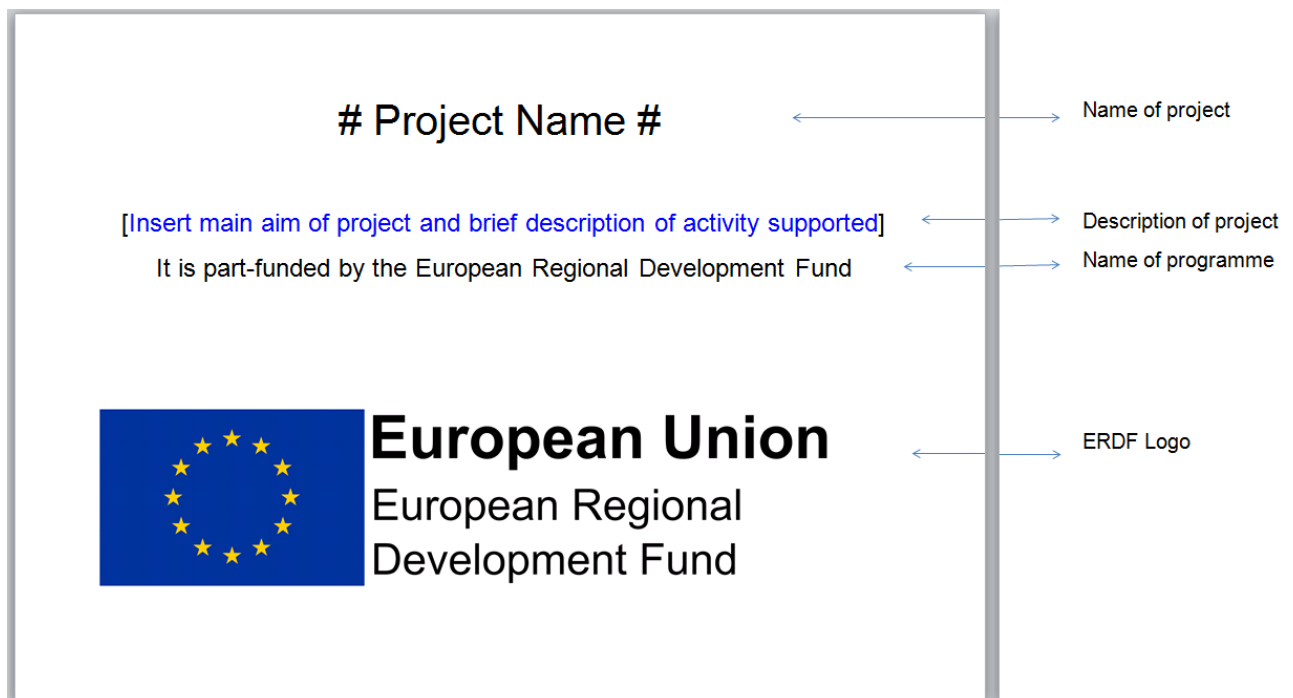
1. The name of the operation, the main objective of the operation, the Union emblem together with the reference to the Union and the reference to the Fund or Funds to be displayed on the temporary billboard referred to in point 4 of Section 2.2 of Annex XII to Regulation (EU) No 1303/2013 shall take up at least 25 % of that billboard.
2. The name of the operation and the main objective of the activity supported by the operation, the Union emblem together with the reference to the Union and the reference to the Fund or Funds to be displayed on the permanent plaque or permanent billboard referred to in point 5 of Section 2.2 of Annex XII to Regulation (EU) No 1303/2013 shall take up at least 25 % of that plaque or billboard.

Supporting Notes

Where required by the Regulations, beneficiaries of funding from the European Regional Development Fund must erect a billboard at the start of the works. Billboards should be sited to maximise the opportunities for it/ them to be seen by the public. Projects that fulfil both (a) and (b) criteria stated on the previous page are required to display a billboard. If a project does not comply with both, please read the section on posters.

When the project is completed, the billboard should be replaced by a permanent plaque or permanent billboard no later than 3 months after project completion (see [section 3.1](#) above).

Below is an example to show how the requirements of the Regulations could be presented.



3.3 Posters

European Union Regulation No 1303/2013

Chapter II Information and Communication - Annex XII

Article 2.2 (2.2.1 – 2.2.2)

Responsibilities of the beneficiaries

1. All information and communication measures provided by the beneficiary shall acknowledge support from the Funds to the operation by displaying:

- (a) the Union emblem in accordance with the technical characteristics laid down in the implementing act adopted by the Commission under Article 115(4), together with a reference to the Union;
- (b) a reference to the Fund or Funds supporting the operation.

Where an information or communication measure relates to an operation or to several operations co-financed by more than one Fund, the reference provided for in point (b) may be replaced by a reference to the ESI Funds.

2. During implementation of an operation, the beneficiary shall inform the public about the support obtained from the Funds by:

- (b) placing, for operations not falling under points 4 and 5 (regarding plaques and billboards), at least one poster with information about the project (minimum size A3), including the financial support from the Union, at a location readily visible to the public, such as the entrance area of a building.

European Union Implementing Regulation 821/2014, Chapter II

Technical characteristics for displaying the Union emblem and the reference to the Fund or Funds supporting the operation

Article 4 (4.1-4.2)

1. The Union emblem referred to in point 1(a) of Section 2.2 of Annex XII to Regulation (EU) No 1303/2013 shall be displayed in colour on websites. In all other media, colour shall be used whenever possible and a monochrome version may only be used in justified cases.

2. The Union emblem shall always be clearly visible and placed in a prominent position. Its position and size shall be appropriate to the scale of the material or document being used. For small promotional objects the obligation to make reference to the Fund shall not apply.

European Union Regulation No 1304/2013

Youth Employment Initiative

Article 20

Any document relating to the implementation of an operation and issued for the public or for participants, including an attendance or other certificate, shall include a statement to the effect that the operation was supported under the Youth Employment Initiative.

Supporting Notes

Beneficiaries of ERDF and ESF funding that are not required to display a plaque or billboard (see sections [3.1](#) and [3.2](#) above) must display at least one poster with information about the project at a location readily visible to the public. This location should be the location of the operation.

Beneficiaries include, but are not restricted to:

- all European Social Fund (and match) providers and their partners/ subcontractors delivering the project, who must display at least one poster at each location where the project is delivered to participants. For each project, providing the criteria set out in this guidance are met, the content of the poster can be the same irrespective of the posters' location or whether it is displayed by a provider or partner/ sub-contractor;
- European Regional Development Fund projects where the total public contribution to the project is less than €500,000; and
- any other beneficiary not covered by the bullets above or the billboard/ plaque requirements in sections [3.1](#) and [3.2](#) above.

Example [poster templates](#) are available for projects funded by the European Regional Development Fund and European Social Fund. Projects can also develop their own poster designs as long as these comply with the requirements of the Regulations.

Under European Social Fund co-financing arrangements the European Social Fund poster template can apply to activity that is 100% funded by the European Social Fund or 100% funded by domestic match funding. Beneficiaries that are in receipt of funding from European Social Fund Co-financing Organisations (CFO) and are unclear on what they are required to display should contact their CFO.

Where a project is in receipt of Youth Employment Initiative (YEI) funding, this must be acknowledged on the project poster. See [poster templates](#).

3.4 Print and Publications

European Union Regulations No 1303/2013

Chapter II Information and Communication - Annex XII

Article 2.2 (2.2.1 and 2.2.3)

Responsibilities of the beneficiaries

1. All information and communication measures provided by the beneficiary shall acknowledge support from the Funds to the operation by displaying:

(a) the Union emblem in accordance with the technical characteristics laid down in the implementing act adopted by the Commission under Article 115(4), together with a reference to the Union;

(b) a reference to the Fund or Funds supporting the operation.

Where an information or communication measure relates to an operation or to several operations co-financed by more than one Fund, the reference provided for in point (b) may be replaced by a reference to the ESI Funds.

3. Any document, relating to the implementation of an operation which is used for the public or for participants, including any attendance or other certificate, shall include a statement to the effect that the operational programme was supported by the Fund or Funds.

European Union Implementing Regulation 821/1204, Chapter II

Technical characteristics for displaying the Union emblem and the reference to the Fund or Funds supporting the operation

Article 4 (4.1 - 4.2)

1. The Union emblem referred to in point 1(a) of Section 2.2 of Annex XII to Regulation (EU) No 1303/2013 shall be displayed in colour on websites. In all other media, colour shall be used whenever possible and a monochrome version may only be used in justified cases.

2. The Union emblem shall always be clearly visible and placed in a prominent position. Its position and size shall be appropriate to the scale of the material or document being used. For small promotional objects the obligation to make reference to the Fund shall not apply.

European Union Regulation No1304/2013

Youth Employment Initiative

Article 20

4. Any document relating to the implementation of an operation and issued for the public or for participants, including an attendance or other certificate, shall include a statement to the effect that the operation was supported under the Youth Employment Initiative.

Supporting Notes

All printed documents and publications produced by projects funded by one or more of the European funds must acknowledge and reference the funding received in accordance with the Regulations. This extends to a variety of materials and documents including, but not restricted to:

- General advertisements, job advertisements and notices
- Leaflets, brochures, flyers and posters
- Case studies
- Exhibition banners and display panels
- Invitations
- Business cards
- Promotional items
- Newsletters
- Stationery
- Letterheads and compliment slips
- Reports and papers
- Project documentation - for example timesheets, induction material etc.
- Procurement material
- Job descriptions

Small promotional items, such as pens, only need to include the European Union emblem together with the words 'European Union'. See Logo requirements (see [section 2](#)) for more details.

Where a project is jointly funded by the Youth Employment Initiative and the European Social Fund any document issued for the public or for participants (including for participants an attendance or other certificate), shall also include a statement to the effect that the operation was supported under the Youth Employment Initiative.

Electronic and hard copies of all materials should be kept as evidence of compliance with the Regulations.

3.5 Electronic Materials

European Union Regulation No 1303/2013

Chapter II Information and Communication - Annex XII

Article 2.2

Responsibilities of the beneficiaries

All information and communication measures provided by the beneficiary shall acknowledge support from the Funds to the operation by displaying:

- (a) the Union emblem in accordance with the technical characteristics laid down in the implementing act adopted by the Commission under Article 115(4), together with a reference to the Union;
- (b) a reference to the Fund or Funds supporting the operation.

Where an information or communication measure relates to an operation or to several operations co-financed by more than one Fund, the reference provided for in point (b) may be replaced by a reference to the ESI Funds.

2. During implementation of an operation, the beneficiary shall inform the public about the support obtained from the Funds by:

- (a) providing on the beneficiary's website, where such a website exists, a short description of the operation, proportionate to the level of support, including its aims and results, and highlighting the financial support from the Union.

European Union Implementing Regulation 821/1204, Chapter II

Technical characteristics for displaying the Union emblem and the reference to the Fund or Funds supporting the operation

Article 4 (4.1-4.3)

1. The Union emblem referred to in point 1(a) of Section 2.2 of Annex XII to Regulation (EU) No 1303/2013 shall be displayed in colour on websites. In all other media, colour shall be used whenever possible and a monochrome version may only be used in justified cases.

2. The Union emblem shall always be clearly visible and placed in a prominent position. Its position and size shall be appropriate to the scale of the material or document being used. For small promotional objects the obligation to make reference to the Fund shall not apply.

3. When the Union emblem, the reference to the Union and the relevant Fund are displayed on a website:

- (a) the Union emblem and the reference to the Union shall be visible, when landing

on the website, inside the viewing area of a digital device, without requiring a user to scroll down the page;

(b) the reference to the relevant Fund shall be made visible on the same website.

European Union Regulation No1304/2013

Youth Employment Initiative Article 20

1. The beneficiaries shall ensure that those taking part in an operation are specifically informed of the Youth Employment Initiative support provided through the ESF funding and the specific Youth Employment Initiative allocation.
2. Any document relating to the implementation of an operation and issued for the public or for participants, including an attendance or other certificate, shall include a statement to the effect that the operation was supported under the Youth Employment Initiative.

Supporting Notes

Where a website has been developed specifically by the beneficiary for a project funded by ERDF and / or ESF, the full colour version of the Logo must be placed on the homepage.

Where the beneficiary is placing details of the funded project on a website, which is not exclusively for the project, for example its own website featuring non European funded activities, the full colour version of the Logo must be placed on the main project specific page. This does not preclude the beneficiary from also placing the Logo on the homepage where they feel this is appropriate.

The regulatory text in the grey box above states requirements regarding the visibility of the logo on digital devices. It is required that the logo should be visible when landing on at least one digital device e.g. a desktop PC computer screen. However if a new website is being developed then it would be advisable to take this requirement into consideration to allow the logo to appear on landing on various digital devices.

During the implementation of a project, beneficiaries must provide on their website a short description of the project, including its aims and results, and highlight the financial support from the European Union – including a reference to any Youth Employment Initiative funding received. This can appear on either the homepage or separate page(s) within the website.

In addition to the requirements in relation to websites, beneficiaries should ensure that all electronic materials relating to projects funded by ERDF and / or ESF acknowledge and reference the funding received by displaying the appropriate version of the Logo. This extends to a variety of materials including, but not restricted to:

- E-newsletters
- Presentation slides
- Press notices

- Email footers and signatures
- Audio visual material including films, video, DVDs, CD Roms
- Social media tools including Facebook and Twitter

Copies of all electronic materials should be kept as evidence of compliance with the Regulations.

3.6 Media and PR Activity

A cost effective way to promote projects is through the local media and trade press. It is good practice to develop press releases for the launch of the project, and subsequently to announce key milestones and achievements. In some circumstances (particularly for the European Regional Development Fund) the Department may produce a press release.

All press releases relating to projects supported by the European funding streams must include:

- A text reference to the relevant European funding support in the main body of the release;
- The 'notes to editors' (see [section 3.6.1](#) below) for the relevant funding stream; and
- The relevant version of the Logo for the funding stream.

Quotes to show the support for the project from the Department may also be available for significant announcements – beneficiaries should contact their local communications representative within the Department (contact details are set out in section 4 below).

Please note that the funding agreement for the project should be in place before any media or PR activities to publicise the project are commenced.

If a beneficiary, delivery partner or sub-contractor is interviewed by the media (print, tv or radio), with the aim to produce a news story about the project, or produces a radio or TV advertisement to promote the project, reference should be made to the relevant European funding stream. A reference to Youth Employment Initiative funding should also be included where used as part of European Social Fund support.

Original copies of press releases and copies of any coverage obtained as a result of the press release should be retained as evidence of compliance with the Regulations.

3.6.1 Notes to editors (select the correct one)

European Regional Development Fund

The project (**either** has received **or** is receiving up to) £[INSERT AMOUNT] of funding from the England European Regional Development Fund as part of the European Structural and Investment Funds Growth Programme 2014-2020. The Ministry of Housing, Communities and Local Government (and in London the intermediate body Greater London Authority) is the Managing Authority for European Regional Development Fund. Established by the European Union, the European Regional Development Fund helps local areas stimulate their economic development by investing in projects which will support innovation,

businesses, create jobs and local community regenerations. For more information visit <https://www.gov.uk/european-growth-funding>.

European Social Fund

The project (**either** has received **or** is receiving up to) £[INSERT AMOUNT] of funding from the European Social Fund as part of the 2014-2020 European Structural and Investment Funds Growth Programme in England. The Department for Work and Pensions (and in London the intermediate body Greater London Authority) is the Managing Authority for the England European Social Fund programme. Established by the European Union, the European Social Fund helps local areas stimulate their economic development by investing in projects which will support skills development, employment and job creation, social inclusion and local community regenerations. For more information visit <https://www.gov.uk/european-growth-funding>.

European Social Fund – Youth Employment Initiative version

The project (**either** has received **or** is receiving up to) £[INSERT AMOUNT] of funding from the European Social Fund and Youth Employment Initiative as part of the 2014-2020 European Structural and Investment Funds Growth Programme in England. The Department for Work and Pensions (and in London the intermediate body Greater London Authority) is the Managing Authority for the England European Social Fund programme. Established by the European Union, the European Social Fund helps local areas stimulate their economic development by investing in projects which will support skills development, employment and job creation, social inclusion and local community regenerations. For more information visit <https://www.gov.uk/european-growth-funding>.

European Structural and Investment Funds

The project (**either** has received **or** is receiving up to) £ [INSERT AMOUNT] of funding from the England European Structural and Investment Funds Growth Programme 2014-2020. The Ministry of Housing, Communities and Local Government and the Department for Work and Pensions (and in London the intermediate body Greater London Authority) are the Managing Authorities for European Regional Development Fund and European Social Fund funding through the Growth Programme, funds established by the European Union to help local areas stimulate their economic development. By investing in projects the funds will help to support innovation, businesses, skills and employment to improve local growth and create jobs. For more information visit <https://www.gov.uk/european-growth-funding>.

3.7 Events, Conferences, Seminars and Workshops

Conferences, seminars, exhibitions and events are an ideal way to promote a project supported by European funding. All materials and documents produced for an event in advance, on the day and after the event including invitations, tickets, press releases, exhibition stands, and presentation slides must acknowledge and reference the funding received by displaying the appropriate version of the Logo.

For projects funded by European Regional Development Fund beneficiaries should notify

their local communications representative within the Department about the event in order to give them a chance to attend and/or provide programme exhibition stands. In some circumstances it may be possible to provide a Minister or a representative from the Programme to speak at an event.

3.8 Informing Beneficiaries/Participants of European Programme Funded Projects

European Union Regulation No 1303/2013

Chapter II Information and Communication - Annex XII

Article 2.2 (2.2.1-2.2.3)

Responsibilities of the beneficiaries

1. All information and communication measures provided by the beneficiary shall acknowledge support from the Funds to the operation by displaying:

- (a) the Union emblem in accordance with the technical characteristics laid down in the implementing act adopted by the Commission under Article 115(4), together with a reference to the Union;
- (b) a reference to the Fund or Funds supporting the operation.

Where an information or communication measure relates to an operation or to several operations co-financed by more than one Fund, the reference provided for in point (b) may be replaced by a reference to the ESI Funds.

2. During implementation of an operation, the beneficiary shall inform the public about the support obtained from the Funds by:

- (a) providing on the beneficiary's website, where such a website exists, a short description of the operation, proportionate to the level of support, including its aims and results, and highlighting the financial support from the Union;
- (b) placing, for operations not falling under points 4 and 5, at least one poster with information about the project (minimum size A3), including the financial support from the Union, at a location readily visible to the public, such as the entrance area of a building.

3. For operations supported by the ESF, and in appropriate cases for operations supported by the ERDF or Cohesion Fund, the beneficiary shall ensure that those taking part in an operation have been informed of this funding.

Any document, relating to the implementation of an operation which is used for the public or for participants, including any attendance or other certificate, shall include a statement to the effect that the operational programme was supported by the Fund or Funds.

European Union Regulation No1304/2013

Youth Employment Initiative

Article 20

20.1 The beneficiaries shall ensure that those taking part in an operation are specifically informed of the Youth Employment Initiative support provided through the ESF funding and the specific Youth Employment Initiative allocation.

20.2 Any document relating to the implementation of an operation and issued for the public or for participants, including an attendance or other certificate, shall include a statement to the effect that the operation was supported under the Youth Employment Initiative.

Supporting Notes

All beneficiaries, delivery partners and sub-contractors (including 100% match-funded projects funded by European Social Fund CFOs) must ensure that they have provisions in place to notify those taking part in activities associated with the project about the support from the specific fund and the European Union at the start of their activity.

Ways to achieve this include:

- Mention during induction sessions as part of a training course.
- Note the support in any contracts or paperwork given to participants.
- State the support in internal newsletters and bulletins.
- Provide the participant with a leaflet explaining the European investment in the project.
- Ensure that plaques and posters are used in line with the Regulations.
- Use of the relevant funding stream Logo on publications and electronic media, in line with the Regulations.

3.9 List of Operations

The regulations relating to the list of operations are: [Commission Regulations \(1303/2013\): Chapter II, Article 115 \(sub article 2\) and Annex XII, Article 1.](#)

The Department is required to publish a 'List of Operations' that have received support from European funds online. The list will be published on the England 2014-2020 ESIF Growth Programme homepage on GOV.UK. Please be aware that in accepting an offer of ERDF and / or ESF funding, beneficiaries also agree to details of the project being included in the list.

3.10 Evidencing Publicity Activities

Regular monitoring and audits can take place a long time after the project has been completed. Therefore beneficiaries, delivery partners and sub-contractors should ensure all evidence is kept until advised by the Department that it is safe to dispose of it. Guidance about document retention is available from local Programme teams.

It is important to remember that any publicity materials produced and services used must also adhere to the European Union procurement rules and regulations.

Failure to provide appropriate evidence is identified as one of the most common audit failings and is subject to a high degree of attention from UK and European Commission verification and audit visits.

If a project is unable to evidence adherence to the publicity requirements, a financial penalty may be imposed.

Section 4 – Contact Us

Contact information

For further information on publicity and branding requirements please contact:

European Regional Development Fund

esif@communities.gov.uk

European Social Fund

ESF.2014-2020@dwpgsi.gov.uk

European Agricultural Fund for Rural Development

The local Defra Rural Development team. GPEnquiries@rpagsi.gov.uk

Greater London Authority

esf@london.gov.uk or erdf@london.gov.uk

Section 5 – Further information

- **Logos** – <https://www.gov.uk/government/publications/european-structural-and-investment-funds-useful-resources>

Logo formats available are:

- Low resolution images suitable for most web applications (png)
- Low resolution images suitable for small scale print (jpeg)

- High resolution images suitable print production (eps)
- **Publicity templates and Glossary –**
<https://www.gov.uk/government/publications/european-structural-and-investment-funds-useful-resources>

The following documents are available for reference/use:

- examples of Poster templates for the European Regional Development Fund, European Social Fund (including where there is also Youth Employment Initiative funding) and European Structural and Investment Funds
 - examples of Press release templates for the European Regional Development Fund, European Social Fund and European Structural and Investment Funds – which include the editors notes requirement set out in section [3.6/3.6.1](#) of this guidance.
 - a glossary for 2014-2020 European Structural and Investment Funds
- [European Union Regulation No 1303/2013](#)
 - [European Union Regulation No 1304/2013](#)
 - [European Commission Implementing Regulation EU No 821/2014](#)
 - [Greater London Authority](#)

Section 6 – UK Government Logo



Some projects may also be required to display a UK Government logo.

Where the UK Government is a funding partner of a European Regional Development Fund project, the 'Funded by UK Government' logo displayed above must also be used.

The use of the 'Funded by UK Government' logo can also apply in some cases where UK Government funding is being used as match funding for a European Social Fund project. For European Social Fund projects if the UK Government funded product or service being used as match is already recognised through the use of a Government Department logo or Government branded product/programme, there is no requirement to use the 'Funded by UK Government' logo.

Please note that the requirement to display the 'Funded by UK Government' logo is not a requirement under the Regulations.

If organisations running ERDF and ESF projects believe that the 'Funded by UK Government' logo requirement may apply to them; they should email marketing@communities.gov.uk for further guidance and logo image files.

ERDF and ESF Branding and Publicity Requirements
ESIF-GN-1-005, Version 7
Date published 25 July 2017