



Department
for Business
Innovation & Skills

**BUSINESS GROWTH SERVICE
DATA HANDLING – POST CLOSURE**

Terms and Conditions - for
External Experts

JUNE 2016

Contents

Terms and conditions for External Experts	3
Introduction	3
This Agreement.....	3
How this Agreement works and what it covers	4
How we will use the Data	4
Contacting you for marketing purposes	4
Research surveys, questionnaires.....	6
Collating and combining information.....	7
Disclosing the Data	7
Other Terms.....	7
Ending this Agreement.....	8
Liability.....	9
Confidentiality	9
General	9

Terms and conditions for External Experts

Please read this note, which explains important new arrangements.

Introduction

You previously applied to be, or acted as, an “External Expert” in the Business Growth Service (“BGS”) or in either or both of its predecessors, GrowthAccelerator and the Manufacturing Advice Service. As such, you would have provided certain information about yourself and your business (the “Data”) to those who delivered those services on behalf of the Department for Business, Innovation and Skills (“BIS”).

Grant Thornton UK LLP (“Grant Thornton”) delivered BGS, which closed on 31 March 2016. An archived copy of the Data will be held by Grant Thornton and its subcontractors¹ for legal, regulatory and audit purposes. If you have any queries about the use and storage of the Data, by Grant Thornton, please contact them at bgsenquiries@uk.gt.com

The Data will also be transferred to BIS, which will assume the role of data controller in respect of it.

BIS would control, process, and use the Data in accordance with the terms and conditions set out below which, if you accept them, would constitute the agreement (this “Agreement”) between the two of us (the “Parties”) in respect of the Data.

This Agreement

This Agreement should be read carefully as it sets out our commitment to you, and the terms and conditions which will:

- replace the BGS terms and conditions which had previously applied;

¹ Grant Thornton's suppliers sub-contractors included:

- Design Council, (registered charity number: 272099, with registered address Angel Building, 407 St John Street, London EC1V 4AB
- Pera Consulting (UK) Ltd (registered number: 08082320 whose registered address is at Nottingham Road, Melton Mowbray, Leicestershire LE13 0PB);
- Oxford Innovation Services Ltd (registered number: 07860991 with registered address Oxford Centre for Innovation, New Road, Oxford OX1 1BY);
- Winning Pitch Trading Limited (registered number: 05569078, with registered address 8th Floor Building 8, Exchange Quay, Salford, M5 3EJ);
- SWMAS Ltd (registered number: 43326659, whose registered address is at Mary Street House, Mary Street, Taunton, Somerset TA1 3NW); and
- West Midlands Manufacturing Consortium Limited (WMMC) (registered number: 4410943 whose registered address is at Wolverhampton Science Park, Creative Industries Centre, Glaisher Drive, Wolverhampton, West Midlands WV10 9TG). Please note that as of 31 October 2015 the WMMC contracts relating to the Business Growth Service, or its predecessor services, MAS, have been novated to Pera Consulting (UK) Ltd.

- govern the way in which we would control, process and use the Data, and
- in particular, change the way in which the Data may be used for marketing purposes (to which you may choose to opt out).

How this Agreement works and what it covers

1. This Agreement is a contract between you and BIS, and sets out our respective rights and obligations in respect of the Data.
2. The Agreement comprises:
 - a. the general arrangements concerning the Data, including those related to:
 - (i) legal and regulatory compliance, and
 - (ii) use of the Data for analysis, evaluation, and research purposes, and
 - b. the marketing arrangements, which you may adjust or rescind at any time.

How we will use the Data

Contacting you for marketing purposes

3. You may be contacted (by phone, post, email and/or text/SMS) by BIS or by any Related Party (as described below) about:
 - a. local events that may be of interest, benefit and value to you, and/or
 - b. opportunities for advisory work with their customers, and/or
 - c. passing your contact details and information about your services to potential customers.
4. Related Parties are relevant government departments and funding bodies, current and future sponsors or funders, and providers of public sector support which, in each case, provide the Related Services (described below) as well as other providers of other different elements of the Related Services and other selected third parties, including; UK Trade and Investment, Innovate UK, Catapults² and LEP led Growth Hubs³.

² The High Value Manufacturing Catapult's 7 centres, namely;

- the Advanced Forming Research Centre (Glasgow)
- Advanced Manufacturing Research Centre (Sheffield)
- the Centre for Process Innovation (County Durham)
- Manufacturing Technology Centre (Coventry)
- National Composites Centre (Bristol)

5. Related Services are relevant services/programmes/schemes/funding/grants that may be made available from time to time by a Related Party.
6. The Data that we will share with any Related Party will be limited to;
 - a. your contact details (e.g. contact name, email address and telephone number), and those of your business (e.g. company name, address, company registration number) and

- Nuclear Advanced Manufacturing Research Centre (South Yorkshire) and
- WMG Catapult (Warwick)

Catapults are bridging the gap between business and academia, helping to turn great ideas into reality, by providing access to world-class research and development facilities and expertise that would otherwise be out of reach for many businesses in the UK.

³ A growth hub is a local public/private sector partnership led by the Local Enterprise Partnership (LEP). Partners include Chambers of Commerce, the Federation of Small Business and other business bodies, university/university business schools, other private sector bodies (including local partners delivering national programmes) and national government.

Growth hubs bring together public and private sector partners to promote, co-ordinate and deliver business support. They provide a mechanism for integrating national and local business support so it is easy for businesses to find the help they need.

There is a network of 39 growth hubs (list below). This means that all registered businesses in England are now able to access business support from a local growth hub. You can find the growth hub nearest to you at: <http://www.lepnetwork.net/growth-hubs/>

Growth Hub Name (Area)

Biz Gateway (Leicester & Leicestershire)	Liverpool City Region Local Growth Hub
Black Country Growth Hub	London Growth Hub
Boost Business Lancashire	Marches Growth Hub
Buckinghamshire Business First	New Anglia Growth Hub
Business Growth Hub (Greater Manchester)	North East Growth Hub
Business Lincolnshire Growth Hub	Northamptonshire Growth Hub
Cheshire and Warrington Growth Hub	Oxfordshire Business Support
Coast to Capital Growth Hub	Sheffield City Region Growth Hub
Cornwall & Isles of Scilly Growth Hub	Signpost 2 Grow (Greater Cambridge)
Coventry & Warwickshire Growth Hub	Greater Peterborough)
Cumbria Business Growth Hub	Solent Growth Hub
D2N2 Growth Hub (Derby, Derbyshire, Nottingham)	South East Business Hub
Dorset Growth Hub	Stoke & Staffordshire Growth Hub
Enterprise M3 Growth Hub	Swindon and Wiltshire Growth Hub
Greater Birmingham & Solihull LEP Growth Hub	Tees Valley Business Compass
Heart of the South West Growth Hub	Thames Valley Berkshire Business Growth Hub
Hertfordshire Growth Hub	The Growth Hub (Gloucestershire)
How's Business (York, North Yorkshire & East Riding)	Velocity Business Support (South East Midlands)
Humber LEP Growth Hub	West of England Growth Hub
Leeds City Region LEP Growth Service	Worcestershire Business Central

- b. a list of the types of service that you previously offered through BGS or its predecessors (i.e. Business Development Coaching; Growth Through Innovation Coaching; Access to Finance Coaching; Leadership and Management Training; Manufacturing Consultancy).
 - c. This Data will not include sensitive information, including any related to your education or qualifications.
- 7. BIS wants to ensure that you only receive information that is of interest to you and your business, and to make sure that you are happy with the extent (if any) to which the Data is shared with Related Parties. With that in mind, any notice that is sent to you will include instructions on the means by which you can confirm, rescind, or refuse your consent to being contacted in this way.
- 8. You may at any time object to any such contacts and/or the sharing of any Data, and stop either or both of them, by emailing us at: bgsdata@bgs.bis.gov.uk
- 9. We will acknowledge your objection as soon as reasonably practicable after receipt of it, and will confirm that the marketing contacts and/or Data sharing will stop. BIS shall stop contacting you for marketing purposes within 28 days after receiving the objection.
- 10. We will promptly notify any Related Party involved of your objection, and will use our reasonable endeavours to ensure that they also refrain from contacting you. You may further object to either BIS, or directly to the respective Related Party, in the event that they continue to contact you.

Research surveys, questionnaires

- 11. BIS may occasionally conduct research exercises, including by way of surveys, or questionnaires, or requests for feedback, into your experience of delivering services under BGS or its predecessors, and on other business growth-related matters. Participation in any such exercise would be confidential and voluntary, and the results will be handled in such a way that they do not identify individual respondents, unless consent is obtained or, for instance, you agree to be contacted as a case study.
- 12. For the purposes of analysing the outcome of any research, your input may be combined with other information which we have, but we will do so in a way that does not affect the anonymity of the individual participants. BIS will share any reports and findings of any such exercise on an anonymised basis with any or all of the Related Parties from time to time.
- 13. Any information about yourself and/or your business which is disclosed to BIS in the course of any such exercise shall be added to, and become part of, the Data, and the terms and conditions of this Agreement shall apply to it.

Collating and combining information

14. BIS may collate, use and disclose any available information, including the Data, in aggregate (so that no individuals, or businesses, or individuals working within those businesses, are identifiable) for analysis, research and policy development purposes.
15. BIS may also combine the Data with any information from different government sources which is available to us for research purposes, including the Office for National Statistics. We may do so in order to develop an anonymised customer profile relating to your type of business, so that we can better understand business needs, the impact of services provided under BGS and its predecessors over time, and the impact and efficiency of the arrangements described in this Agreement. We may store this information together in a combined database or in separate databases.

Disclosing the Data

16. Are we concerned about keeping your Data secure?

We take information security seriously, and have appropriate systems and processes in place regarding the prevention of, and response to, the deletion, destruction, loss or unauthorised disclosure of or access to the information, including the Data, for which we are responsible.

17. To whom may we disclose your Data?

- a. In accordance with paragraphs 3-10 above, we may share the Data with Related Parties for marketing purposes where your consent has been given.
- b. We will make reasonable endeavours to ensure that the Related Parties store and use the Data in a way which is compatible with this Agreement, (including with regard to paragraph 18 below) provided that the terms and conditions of this Agreement shall not apply to any additional information (i.e. other than the Data) which you may disclose to any Related Party.
- c. We may disclose the Data in compliance with any applicable legislation or with any order or ruling of a competent court, tribunal, or regulatory body.

18. Where will the personal data element of the Data be stored?

BIS shall store the Data in the United Kingdom or within the boundaries of the European Economic Area.

Other Terms

19. Can you see and update any part of the personal data element of the Data?

- a. You have a statutory right under the Data Protection Act 1998 to request a copy of any personal data that we hold about you. If you would like a copy of

some or all of your personal data, please email:

dataprotection@bis.gsi.gov.uk or write to us at the following: Data Protection Officer, Department for Business Innovation & Skills, 1 Victoria Street, London SW1H 0ET.

- b. Any request must be in writing and we will require two forms of proof of your identity. This should include a photocopy of the identification pages of your current passport or of a current photo driving licence; and a copy of a current utilities (e.g. electricity) bill, or other document which includes your name and current address. BIS does not charge a fee for processing requests.
- c. If you wish to update the personal data that we hold about you, please contact bgsdata@bgs.bis.gov.uk

20. Do our privacy practices apply to any disclosure that you make to third parties?

This Agreement relates to our respective rights and obligations in respect of the Data. It would not apply to any information that you may disclose to others (including Related Parties) to which their respective information-related procedures would be applicable.

21. How will I know about changes to your terms and conditions?

BIS may, at its sole discretion, amend or vary these terms and conditions. We shall give you prior notice by email of any intention to do so. Any such amendment or variation will not materially prejudice, compromise, or reduce the protection provided to the Data.

Ending this Agreement

22. From the date on which this Agreement becomes effective (the “Effective Date”) the Data shall be retained for:
 - a. at least ten years, for the general purposes described at paragraph 2.a, and
 - b. up to three years, for the marketing purposes described at paragraph 2.b.
23. Unless it is terminated earlier by either Party or by operation of law, the Agreement shall expire on the date on which the Data is no longer retained.
24. Either Party may terminate this Agreement at any time with 7 days' written notice to the other (which includes email for this purpose) and at: bgsdata@bgs.bis.gov.uk in BIS' case.
25. BIS may terminate the Agreement immediately by written notice if you are in material breach of any provision of this Agreement.

26. On the expiry or termination of this Agreement, archived copies of Data will continue to be held by BIS and by Grant Thornton and its subcontractors for the legal, regulatory, and audit purposes described in the introductory section above.

Liability

27. To the fullest extent allowed by law, BIS hereby disclaims any liability (of whatever nature) arising from or in connection with this Agreement, and in any case any such liability to you shall be limited to £15,000 in total.

Confidentiality

28. We shall treat any confidential information that you have or may disclose to us (including any comprised in the Data) as confidential, and will safeguard it accordingly, and shall not disclose it to any other person, or use it for any other purpose, other than in accordance with this Agreement or any applicable law, or with your prior written consent.

General

29. BIS shall establish, and at all times maintain, adequate security measures to safeguard the Data from unauthorised access, use, copying, dissemination, interference, destruction, and deletion.
30. Either Party may at any time seek any available remedy from a competent court for any interim or interlocutory relief in respect of this Agreement.
31. Without prejudice to paragraph 30 above, the Parties shall in good faith seek to resolve any dispute arising from or in connection with this Agreement (a "Dispute") at a meeting called for that purpose or by dialogue conducted by some other appropriate means.
32. Any Dispute which remains unresolved by the means described above shall be referred by the Parties, (each bearing an equal share of any associated costs incurred) to a neutral person (acting as a mediator) appointed either by written agreement or (if the Parties fail to agree on a suitable person) by the Centre for Effective Dispute Resolution of 70 Fleet Street, London EC4Y 1EU.
33. This Agreement constitutes the entire contract between the Parties, and supersedes any prior representations, warranties, or arrangements relating to the Data.
34. No failure or delay on the part of either Party to exercise any right or to seek any remedy shall be construed as a waiver of the right or remedy, nor shall any single or partial exercise of any right or remedy.
35. The rights and remedies provided in this Agreement are cumulative, and are not exclusive of any rights or remedies provided by law, except where otherwise specified in this Agreement.

36. Nothing in this Agreement shall constitute, or be construed as, any form of partnership, joint venture, employment, or agency between the Parties, or as any guarantee, offer, or promise of any further arrangement between them, and neither Party shall hold itself out to be the partner, employee or agent of the other.
37. If any provision of this Agreement is held to be illegal, void, invalid, or unenforceable under the laws of any jurisdiction, the legality, validity and enforceability of the remainder of the Agreement shall not be affected.
38. Except where it is expressly provided otherwise in this Agreement, no person who or which is not a Party to this Agreement shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any provision of this Agreement.
39. You shall not give, sell, assign, bargain, sub-let, sub-contract, or otherwise dispose of this Agreement or any part of it, or the benefit or advantage of all or any part of it, without BIS' prior written approval.
40. Nothing in this Agreement shall affect the ownership of, or any interest in, either Party's intellectual or other property.
41. Any notice which a Party is obliged to serve on the other in relation to this Agreement, and any other correspondence between the Parties, shall be written and sent by email to:
 - a. bgsdata@bgs.bis.gov.uk for BIS, and
 - b. to the email address that you had previously provided, (and you shall notify us of any change to that address by a notice served in accordance with this paragraph).
42. This Agreement shall be governed by, and construed in accordance with, the law of England and Wales, and the Parties hereby irrevocably submit to the exclusive jurisdiction of the English and Welsh courts.



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