

**REQUEST FOR PROPOSALS - A NEW UK CYBER SECURITY COUNCIL**

**ANNEX B - GRANT COMPETITION APPLICATION FORM**

**Application window opens: 21 December 2018**

**Deadline for Applications: 16:00 on 28 February 2019**

**CONTENTS**

[**SECTION 1 - ORGANISATION DETAILS**](#_4d34og8) **3**

[**SECTION 2 - PROPOSAL OVERVIEW AND CORE CRITERIA**](#_2s8eyo1) **5**

[OVERALL FIT AND VISION FOR UK CYBER SECURITY COUNCIL](#_17dp8vu) 7

[DELIVERY](#_3rdcrjn) 9

[FINANCIAL PLAN, GOVERNANCE AND RISK MANAGEMENT](#_26in1rg) 11

[**SECTION 3 - PROJECT DELIVERY DETAILS**](#_lnxbz9) **13**

[**SECTION 4 - FINANCIAL DETAILS**](#_35nkun2) **14**

[**SECTION 5 - DOCUMENT CHECKLIST**](#_1ksv4uv) **16**

[**SECTION 6 - AUTHORISATION**](#_44sinio) **17**

[**ANNEX 1 - DCMS STANDARD GRANT TERMS AND CONDITIONS - GUIDANCE FOR APPLICANTS**](#_z337ya) **18**

[**ANNEX 2 - GENERAL DATA PROTECTION REQUIREMENTS - GUIDANCE FOR APPLICANTS**](#_41mghml) **32**

[**ANNEX 3 - ANTICIPATED CASH FLOW PROFILE FOR UK CYBER SECURITY COUNCIL 2019/2020 AND 2020/2021**](#_2grqrue) **33**

[**ANNEX 4 - CONSORTIUM PARTNER ORGANISATION DETAILS - IF APPLICABLE**](#_3fwokq0) **34**

#

# **SECTION 1 - ORGANISATION DETAILS**

|  |  |
| --- | --- |
| **1.1 Organisation name***If applying on behalf of a consortium please enter the details of the lead organisation.* |  |
| **1.2 Organisation website** |  |
| **1.3 Registered address**  |  |
| **1.4 Postcode** |  |
| **1.5 Country** |  |
| **1.6 Registration number** |  |
| **1.7 VAT number (if applicable)** |  |
| **1.8 Primary contact name** |  |
| **1.9 Primary contact job title** |  |
| **1.10 Primary contact email** |  |
| **1.11 Primary contact phone number(s)**  |  |
| **1.12 Secondary contact name** |  |
| **1.13 Secondary contact job title** |  |
| **1.14 Secondary contact email** |  |
| **1.15 Secondary contact phone number(s)**  |  |
| **1.16 Number of full time equivalent (FTE) staff employed by the lead organisation** |  |
| **1.17 Organisation’s main activity***If applying as part of a consortium, enter the main activity of the lead organisation.* |  | Industry/trade organisation |
|  | Professional body/ organisation |
|  | Registered charity  |
|  | Consultancy/Audit/Advisory organisation |
|  | Education institution |
|  | Other (please specify) |
| **1.19 Do you acknowledge the DCMS Standard terms and conditions of Grants as described in Annex 1?** |  | Yes |  | No |
|  |  |  |  |  |
| **1.20 Are you applying as part of a consortium?** |  | Yes |  | No |
|  | If yes, provide details of all consortium partners involved in Annex 5. |
| **1.21 In no more than 500 words, describe what your organisation is currently doing, if anything, in the cyber security profession space** |  |

# **SECTION 2 - PROPOSAL OVERVIEW AND CORE CRITERIA**

|  |
| --- |
| **OVERVIEW OF VISION FOR UK CYBER SECURITY PROFESSION - WORD LIMIT 1250 WORDS**Please provide an overview of your proposal to deliver a new, independent UK Cyber Security Council as defined in the [government response to the consultation on developing the Cyber Security Profession in the UK](https://www.gov.uk/government/consultations/developing-the-uk-cyber-security-profession)[[1]](#footnote-0). This should include a clear description of your proposal, your vision for how the Council will drive forward the UK Cyber Security profession and how you will go about delivering it within the funding range offered. **Confidence Indicators*** Sets out a clear and viable vision for the UK Cyber Security Council
* Aligns with and would deliver on the thrust of the [government response to consultation on developing the UK Cyber Security Profession](https://www.gov.uk/government/consultations/developing-the-uk-cyber-security-profession)[[2]](#footnote-1)
* Can reasonably be designed and established by the end of the National Cyber Security Programme (April 2021)
* Sets out a credible approach to developing an inclusive model with broad representation, and the right level and blend of expertise, from across the UK Cyber Security Community
 |
|
|  |

|  |
| --- |
| **CORE CRITERIA** Please explain how your proposal meets the core criteria as set out within the Guidance for Applicants document. Preceding each text box are indicators government will consider when assessing the confidence we have in the extent to which the criterion is met. These indicators do not represent an exhaustive list and we will assess the overall confidence that each core criterion has been met. Please set out responses below in no more than 1250 words per core criterion. |
| **OVERALL FIT AND VISION FOR UK CYBER SECURITY COUNCIL** |
| **Core Criterion 1****Has a strong and comprehensive understanding of the cyber security landscape and the challenges and opportunities for cyber security professionals in the UK****Confidence indicators:*** Clear and informed overview of the main challenges facing the cyber security community in the UK
* Shows a strong understanding of the breadth and technical depth of cyber security
* Shows a deep understanding of how the UK cyber security community operates internationally
* Shows an understanding of best practice in other sectors in developing professionalism and trust in its professionals, including through ongoing professional development
* Clear articulation of any measures you are already taking to address these challenges
 |
|  |
| **Core Criterion 2****Shows clearly how the UK Cyber Security Council will have as full and broad representation as possible from across the cyber security community together with the right blend and level of expertise to ensure the UK Cyber Security Council is credible, sustainable and can drive excellence in the profession.****Confidence indicators:*** The proposed structure for the Council is in line with the approach set out in the government response to consultation and is likely to bring coherence to the landscape of existing organisations.
* The Applicant should have an inclusive, transparent and viable approach to working with relevant stakeholders.
* The Applicant must demonstrate it can command the support of the UK Cyber Security community to ensure the UK Cyber Security Council has the buy-in it needs to be viable and sustainable.
* The Applicant should have a viable approach to working with relevant international organisations.
* Defines a suitable process for making appointments to the UK Cyber Security Council which is clear, fair, open and transparent.
* Sets out a clear vision for ensuring the UK Cyber Security Council can represent the cyber security community across the whole of the UK, including in the Devolved Administrations.
* The Applicant recognises the importance of the K Cyber Security Council having an authoritative technical leadership that will be respected by the community and that will engage with the community.

 |
|  |
| **Core Criterion 3** **Has a clear and viable vision for the design and structure of the UK Cyber Security Council.**Confidence indicators:* Credible plan for establishing contractual relationships amongst constituent organisations.
* Clear articulation of proposed overall structure of the UK Cyber Security Council, how it is anticipated to function and why this is the optimum structure.
* Sets out key positions within the UK Cyber Security Council (e.g., CEO, CFO), what they will do and why they are required.
* Clear articulation of governance structures (e.g., non-executive directors), what they will do and why they are required.
* Evidence of appropriate mechanisms to ensure the UK Cyber Security Council will be independent and impartial.
* Viable proposal for key advisory boards, what they will do and why they are required.
* Sets out the process to be used for making appointments to these positions and the anticipated timeline.
 |

|  |
| --- |
| **DELIVERY** |
| **Core Criterion 4****Has a clear and viable delivery plan and roadmap, with clear timescales for each stage, for the design and maturity of the UK Cyber Security Council - from its inception to mid-2021.****Confidence indicators:*** Sets out a clear and ambition plan for the design phase of the UK Cyber Security Council
* Provides a clear vision for how the UK Cyber Security Council will have the ability to take decisive action, addressing the reservations in the consultation about it becoming a ‘talking shop’.
* Provides a clear vision for how the Council will retain independence and be able to act in the best interest of the UK Cyber Security Community
* Provides a credible approach and plan, setting out different stages, for how the UK Cyber Security Council will move from design in to delivery and implementation.
 |
|  |
| **Core Criterion 5****Sets out a clear delivery plan to deliver the prioritised objectives associated with Professional Development, Code of Ethics, Thought Leadership and Outreach. The indicative prioritised set of delivery milestones is set out at section 8 of Annex A (Application Process and Guidance for Applicants) of the RFP.** **Confidence indicators:**Professional Development* The approach proposed by the Applicant must be viable and realistic and must address the issues of alignment of qualifications and career pathways raised by the government consultation.
* Sets out clearly how a framework, agreed across the profession, setting out the comprehensive alignment of career pathways through the profession, can be delivered by 2021.

Ethics* Proposed approach is viable, inclusive and reflects the issues raised in the government response to consultation.

Leadership* Proposed approach is viable, inclusive and reflects the issues raised in the government response to consultation.

Outreach* Proposed approach is viable, inclusive and reflects the issues raised in the government response to consultation.
 |
|  |
| **Core Criterion 6****Has the capability, expertise and a proven track record in delivering similar and comparable projects to time, budget and quality.****Confidence indicators**:* The project manager and their team provide strong evidence they have significant relevant experience and a proven track record of successfully delivering projects of this size, complexity and nature
* The design and delivery plans can extensively draw on specialist and technical expertise in the cyber security sector to ensure the outputs have credibility and buy-in from across the UK cyber security community.
* A clear and credible approach to project management
* There must be a clear and appropriate work breakdown structure with work package leaders who have the appropriate knowledge, skills and experience.
* The milestones and deliverables proposed have, at their foundation, the indicative milestones and deliverables set out in section 8 of the associated Application Process and Guidance for Applicants document.
 |
|  |

|  |
| --- |
| **FINANCIAL PLAN, GOVERNANCE AND RISK MANAGEMENT** |
| **Core Criterion 7****Has a credible, viable and appropriate approach to conflict resolution, governance and risk management.** Confidence indicators* Robust and detailed plans for risk identification, mitigation and management
* Credible and robust proposals for governance to ensure all parties to grant agreement have visibility and confidence that there delivery provides excellent value for money in the spending of public funds
* Identification of the five most important risks to delivery, with proposed mitigations
 |
|  |
| **Core Criterion 8****Has a robust and appropriate financial plan to ensure public funds are used in a way that gets the best value for money. The financial plan should also set out clearly the approach to ensuring the Council is sustainable financially in the following scenarios over its first 5 years:**1. **no further government funding beyond March 2021**
2. **government funding of less than £200,000 per year for a period of 3 to 5 years beyond March 2021**
3. **a level of government funding roughly similar to the grant being applied for and lasting for 3 to 5 years beyond March 2021**

**Specifically, the plan must set out how the new UK Cyber Security Council would explore and identify additional means of funding and income generation both during and beyond the period of the government grant.**Confidence indicators:* The level of grant funding being applied for should be justified and appropriate for the tasks to be undertaken.
* The Applicant must be able to demonstrate that it is able to draw on sources of internal and external funding which will make a substantial contribution to the UK Cyber Security Council.
* The Applicant has clarified the level of dependency it has on these sources of funding and is able to manage the associated risk.
* The Applicant has well thought through and realistic plans for dealing with future funding scenarios and the sustainability of the UK Cyber Security Council.
 |
|  |

# **SECTION 3 - PROJECT DELIVERY DETAILS**

Should your application be successful, this section will form part of your Grant Agreement with DCMS.

|  |  |
| --- | --- |
| **3.1 Proposed programme start date** |  |
| **3.2 Capability and capacity to deliver the initiative** |
| Building on your response to Core Criterion 4, please provide the following information:* how the project will be managed – e.g., project management team, financial, contractual, risk management, resourcing, relationship management, project methodology (e.g., Agile).
* Project plan
 |
|  |
| **3.3 Subcontract details (if applicable)** |
| Provide details of any plans to subcontract (outside of the consortium, if applicable) any part of the project activities |
|  |
| **3.4 Monitoring and governance** |
| Taking of the expectations set out in the Guidance for Applicants, explain how you will monitor, evaluate and capture lessons learnt, through evidencing outputs, measuring outcomes and impacts of your initiative and working with government to ensure there are robust governance processes in place to manage public funds. 750 words |
|  |

# **SECTION 4 - FINANCIAL DETAILS**

|  |  |
| --- | --- |
| **4.1 Lead organisation annual income** |  |
| Provide a copy of your annual report and audited or certified accounts, covering the last two years (or similar published information about your organisation if available). If you are a new organisation or have limited trading history, please provide:* A projection of your first year of activity
* Bank statement for limited trading history
* Two contact references from industry stakeholders for the last financial year
 |
| **4.2 Amount of funding requested (incl. VAT)** |  |
| **4.3 Other sources of finance** |
| Have you received or do you expect to receive any other funding for this proposal (e.g. are you applying for other government grants or any external financing to fund this work?). If Yes, provide details including source and amount. |
|  |
| **4.4 Financial management** |
| Describe the financial management systems and processes you will put / already have in place to ensure you can evidence and account for expenditure accurately and transparently. This may include separate cost centres, separate bank accounts, clear roles and responsibilities within your finance team. - 750 words |
|  |
| **4.5 Budget breakdown** |
| Please describe the overall level of government grant funding that is being applied for. Please provide a breakdown of the requested funding against the set of activities to be undertaken. By way of example, the breakdown would be expected to show costs associated with staff, travel and subsistence, accommodation, workshops, venue hire, etc. Please provide a detailed budget breakdown including funding split by DCMS and organisation (and consortium partners if applicable) and by cost categories and profile. |
|  |
| **4.6 Payment profile** |
| Outline your financial expectations (e.g. would you require finance transfer prior to commencing the proposal, when you would expect to receive funding, which frequency e.g., monthly / quarterly / set dates in arrears / advance and why). When payment is requested upfront, a clear reasoning for this will need to be outlined. Complete Annex 3 Cash Flow Profile to support your answers. |
|  |

# **SECTION 5 - DOCUMENT CHECKLIST**

Use the checkboxes to indicate which documents you have / have not included. All documents including annexes must be submitted electronically. Please rename your files using the following naming convention: “*Lead applicant name” + “\_name of document*”. Examples: *CompanyName\_ Application form.doc. CompanyName\_Annex 3.doc.*

|  |  |
| --- | --- |
| **Document required and attached** | Yes/No |
| 1. Fully completed application form within the stated word limits. A completed version in Word format and signed copy of Section 6 Authorisation.
 |  |
| 1. Copies of all consortium partnership agreements signed by each of the initiative partners (alternatively, correspondence from an authorised representative at each partner organisation confirming involvement in this initiative and acknowledgment of this application) if applicable.
 |  |
| 1. Project plan (e.g. Gantt chart or timeline plan ) Optional.
 |  |
| 1. Copy of annual report and audited or certified accounts, covering the last two years (or alternative requirements as set out in section 4.1, if available).
 |  |
| 1. Evidence in support of request to be paid at point of need, rather than in arrears, if applicable.
 |  |
| 1. Signed Constitution, Certificate of Incorporation, Articles of Association or similar. Provide these documents if you are not an existing government supplier.
 |  |
| 1. Contact details for two referees of organisations that have previously worked with you to deliver a project (e.g. reference from a government or local government organisation).

|  |  |  |
| --- | --- | --- |
| **Organisation** |  |  |
| **Project** |  |  |
| **Contact Details** |  |  |

 |  |

# **SECTION 6 - AUTHORISATION**

|  |
| --- |
| **General Data Protection Requirements (GDPR)**See Annex 2 of this Application Form GDPR requirements relating to this application process By proceeding to complete and submit this form, you are indicating that you have read and understood the statements in Annex 2 and that you agree with its terms. |

**Signature: Date:**

**Name:**

**Role:**

**Completed applications should be returned to the cyber profession team - csprofession@culture.gov.uk**

Please note:

* **The deadline for applications is 16:00 on Thursday 28 February 2019**
* All applications received by the closing date will be assessed following the closing date
* Applications received after the closing date will not be assessed
* As the application process is competitive, the profession team in DCMS and NCSC is not able to answer individual questions about the potential merits of proposals or respond to requests for support in completing the application. We will answer factual or clarification questions about the application process or application form.
* If any information (including attachments) supplied within this form are found to be incorrect, misleading or fraudulent, we reserve the right to reject your application.

# **ANNEX 1 - DCMS STANDARD GRANT TERMS AND CONDITIONS - GUIDANCE FOR APPLICANTS**

**DCMS Standard terms and conditions of Grants**

**Definitions**

1. In these terms and conditions:
	1. **Accountable Officer** is the person You appoint in accordance with clause 22;
	2. **Agreement** or **Grant Agreement** means the Agreement specified in the Grant Offer Letter, including these terms and conditions and any other Annexes and appendices notified in the Grant Offer Letter;
	3. **Asset** means any asset that is to be purchased or developed using Grant funds, including equipment or fixed assets;
	4. **Cash Flow Profile** is defined in clause 17;
	5. **Claim** is defined in clause 12;
	6. **Compact** means the document entitled “The Compact – The Coalition Government and civil society organizations working effectively in partnership for the benefit of communities and citizens in England” published on [www.gov.uk](http://www.gov.uk);
	7. **Eligible Expenditure** are the costs specified in Annex 1 to the Agreement;
	8. **Event of Default** is defined in clause 52;
	9. **Financial Irregularity** includes, regardless of the amount, any fraud, other impropriety, or mismanagement in relation to the Grant or the Project, including the use of the Grant for purposes other than the Project;
	10. **Financial Year** means the period running from the 1st April in the first year to 31st March in the second year;
	11. **Funding Period** means the period for which the Grant is awarded, starting on the date of this Grant Agreement and ending at the end of the Financial Year in which the last Tranche is payable;
	12. **Grant** means the grant payable by Us to You as set out in the Grant Offer Letter under the terms of the Grant Agreement;
	13. **Grant Offer Letter** means the letter from Us to You offering You a Grant for the Project;
	14. **Information Acts** means the Freedom of Information Act 2000, the Data Protection Act 2018, the General Data Protection Regulation (EU 2016/679), and the Environmental Information Regulations 2004;
	15. **Intellectual Property Rights** means all copyright, patents, trade marks, database rights, design rights, goodwill, know-how and all other intellectual property rights, whether registered or unregistered, in any part of the world;
	16. **Managing Public Money** means the guidance issued by the Treasury in August 2015 concerning the proper use of public funds, and includes any subsequent updates to that guidance from time to time;
	17. **Payment Request Form** is the form specified in the Grant Offer Letter;
	18. **Parties** means You and Us, and each a **Party;**
	19. **Project** means the project described in the Annex X to the Agreement;
	20. **Reference Rate** means the base rate as calculated in accordance with the Communication from the European Commission on the revision of the method for setting the reference and discount rates (OJ C14, 19.01.2008, p.6) and published by the European Commission in the Official Journal;
	21. **Revised Cash Flow Profile** is defined in clause 18;
	22. **Tranche** means the tranches of Grant specified in the Grant Offer Letter;
	23. **We**, **Us** and **Our** means the Secretary of State for Digital, Culture, Media and Sport and includes those officials and employees acting on behalf of the Secretary of State; and
	24. **You** and **Your** means the organisation that We are giving the Grant to, as specified in the Grant Offer Letter, and includes officials, employees and agents acting for You.
2. In these terms and conditions:
	1. references to numbered clauses are references to the relevant clause in these terms and conditions;
	2. any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;
	3. the headings to the clauses of these terms and conditions are for information only and do not affect the interpretation of the Agreement;
	4. any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment; and
	5. the word ‘including’ shall be understood as meaning ‘including without limitation’.

**Provision of Grant**

1. Subject to You complying with the terms and conditions set out in the Grant Agreement, We agree to pay to You the Grant in respect of Eligible Expenditure incurred by You in the Tranches and in the Financial Years set out in the Grant Offer Letter.
2. The Grant must be used solely for the purposes set out in the Project Description and must not be applied other than in accordance with the terms of this Grant Agreement. You must not make any material change to the Project without Our prior written consent.
3. Each Tranche must only be used by You to offset Eligible Expenditure incurred in connection with the Project in the Financial Year for that Tranche. You may not retain any unspent portion of a Tranche that has not been used by the end of the Financial Year to which the Tranche relates, without Our written permission.
4. Each Tranche may not be used to fund any other expenditure (including expenditure other than for the Project or expenditure for the Project incurred outside of the relevant Financial Year for the Tranche in question).
5. Where You receive funding from a third party in relation to the Project, You must notify Us promptly and provide Us with details of the amount and purpose of the funding.

**Eligible Expenditure and VAT**

1. Only costs incurred in respect of those goods and services physically received in the Financial Years specified are Eligible Expenditure for the purposes of this Grant Agreement. Costs incurred in respect of any goods or services received outside the Financial Years specified or to a total value greater than that set out in the Grant Offer Letter for any one Financial Year (or in total) are not Eligible Expenditure. Eligible Expenditure is limited, in all cases, to costs which:
	1. are incurred between the date You sign the Grant Offer Letter and the end of the Financial Year for the last Tranche payable
	2. are net of VAT recoverable by You from HM Revenue and Customs; and
	3. are gross of unrecoverable VAT.
2. You acknowledge that the Grant is not consideration for any taxable supply to Us for VAT purposes. You understand that Our obligation does not extend to paying You any amounts in respect of VAT in addition to the Grant and that the Grant made by Us to You is inclusive of any VAT.

**Payment of Grant**

1. You acknowledge that the amount specified in the Grant Offer Letter is the total amount of Grant that We may pay and that this amount will not be increased as a result of any overspend or otherwise. You must promptly repay any money incorrectly paid to You by Us, either as a result of an administrative error or otherwise.
2. The Grant will not be paid in advance of need.
3. The Grant will be payable in instalments in arrears by Us on the last working day of the month in response to a request for payment from You (a “**Claim**”). You must submit all Claims to Us using the **Payment Request Form** annexed to the Grant Offer Letter by the 10th working day of the month.
4. We may request and You must supply proof of expenditure and any other supporting documentation and information in addition to the Payment Request Form as We may require.
5. We will pay instalments of the Grant only if We are satisfied that all supporting information in connection with the Claim has been supplied to Our satisfaction.
6. We do not commit to renew or continue financial support to You after the Funding Period has ended.
7. If any part of the Grant remains unspent on conclusion of the Project, You shall ensure that any unspent funds are returned to Us.

**Forecasts**

1. You must provide Us with an anticipated spend on the Project (the “**Cash Flow Profile**”) at least one month before the first Claim is submitted to Us in each Financial Year for the Grant. We may request and You must provide such additional information as We may reasonably require in addition to the Cash Flow Profile.
2. In the event of any changes to the Cash Flow Profile, You must provide Us with a revised Cash Flow Profile (the “**Revised Cash Flow Profile**”) by 30th November for the remainder of that Financial Year, taking into account any over- or underspend which has occurred.
3. If an overspend has occurred, We may delay or defer payment of any excess spending above the Cash Flow Profile.
4. If an underspend has occurred, and if You consider that the Cash Flow Profile for the remainder of the Financial Year is uncertain at that date, You must provide two forecasts: one showing the most likely Revised Cash Flow Profile and the other the maximum possible Revised Cash Flow Profile. You must also submit such supporting and explanatory information as We may reasonably require.
5. Once the Revised Cash Flow Profile or Profiles for a Financial Year has been submitted no further funding above the highest of those submitted Profiles will be available for that Financial Year except at Our discretion.

**Accountability**

1. Prior to the submission of the first Claim, You must confirm to Us the appointment of an Accountable Officer to be responsible for ensuring that You spend the Grant in a manner which complies with the terms and conditions of the Grant Agreement.
2. In particular the Accountable Officer must :
	1. advise You on the discharge of Your responsibilities under this Grant Agreement and under any subsequent terms and conditions agreed by the You and Us, or any guidance or other information notified by Us;
	2. safeguard, control and ensure the efficient, economical and effective management of the Grant;
	3. seek to ensure that financial considerations, including any issues of propriety, regularity and value for money are taken into account at all stages in relation to the Grant;
	4. be responsible for signing the accounts relating to the Grant, ensuring that they are properly prepared and presented and that proper accounting records are maintained in such form as is suitable to Your requirements as well as complying with generally accepted accounting practices to which You are subject;
	5. ensure that conflicts are avoided, or, where they do arise, immediately inform Our Accounting Officer of the situation before proceeding further; and
	6. not assign absolutely to any person the responsibilities set out in this clause, although day-to-day duties may be delegated to appropriate members of Your staff (including the signing of the Payment Request Forms);
	7. You must notify Us in advance of any change of appointment of Accountable Officer.
3. You remain responsible for compliance with the conditions of this Grant Agreement in relation to the entire Grant, regardless of whether you work in partnership with another organisation or individual, or sub-grant or delegate any part of the delivery of the Project.
4. You must ensure that any organisation or individual You partner with, sub-grant to, or delegate to, in the course of delivering the Project, is subject to the same obligations with regard to Grant funds as are imposed upon You in this Grant Agreement, or such different obligations as We agree in writing.

**Monitoring and Reporting**

1. The Grant is offered on condition that You:
	1. provide Us with a written financial report and written operational report on Your use of the Grant and the progress with the Project every quarter or at such other interval as We reasonably require, including targets, outcomes, expenditure monitoring arrangements and performance measures, in accordance with the terms of the Grant Offer Letter and in such format as We reasonably require. Delay in providing the required information may lead to Your Grant payments being withheld, reduced or withdrawn;
	2. at Our request, provide Us with such further information, explanations and documents as We may reasonably require in order to determine whether the conditions of this Grant Agreement have been complied with;
	3. permit any person authorised by Us such reasonable access to Your employees, agents, premises, facilities and/or records, as We may reasonably require in order to determine whether the conditions of this Grant Agreement have been complied with;
	4. permit Our representatives to observe Your management / trustee / steering group meetings whenever these meetings are to discuss the Project; and
	5. retain copies of all papers and minutes of management committee / trustee / board / steering group meetings whenever these papers and minutes relate to work funded by the Grant. Copies of such information must be made available to Us, on request.
2. If You experience financial or other difficulties which may have a material impact on the effective delivery of the Project You must notify Us as soon as possible so that, if possible and without creating any legal obligation, We will have an opportunity to provide assistance in resolving the problem or take action to protect the Grant funds.
3. Throughout the Grant Period, You must maintain an internal audit function which will operate in accordance with the International Standards on Auditing (UK and Ireland) in force from time to time, or such other audit function as agreed in writing by Us.
4. You must comply with (and facilitate Our compliance with) all statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns applicable to You and Us.
5. You must permit (and comply with) any surveys of management controls and systems, including internal audit reviews, as may be required by Us.
6. You must present the Payment Schedule (Annex 3) and the Eligible Expenditure form (Annex 1) to Your external auditors/accountants for certification. The external auditors/accountants’ report should state whether, in their opinion, the Grant was applied in accordance with this Grant Agreement.
7. Your Chief Executive (or equivalent) should ensure that the systems governing the Grant funding are subject to independent review.
8. The systems in place to govern the Grant funding should be appropriate to the size of Your organisation, the level of the Grant, risk to the public funds provided and cost of the review. These arrangements may be reviewed by Us in line with HM Treasury’s Public Sector Internal Audit Standards.

**Annual Grant Review**

1. The Grant will be reviewed annually and the review will take into account Your delivery of the Project against agreed outputs of the Grant Agreement. As part of the annual review We will have regard to the reports produced by You in accordance with the Grant Agreement.
2. Each annual review may result in Our making a recommendation that:
3. the Project and Grant Agreement continue in line with existing plans;
4. there should be an increase or decrease in Grant funding for the subsequent Financial Year;
5. the agreed outputs should be re-defined and agreed;
6. We should recover surplus funding;
7. the Grant Agreement should be terminated.
8. You may make representations to Us regarding any recommendations made in accordance with clause 35). We are not however obliged to act on such representations when making Our recommendation and any recommendation will be final and at Our absolute discretion

**Financial Management and Controls**

1. You must maintain to Our satisfaction an appropriate system of financial management and control, and in particular You must :
	1. pay the Grant into a separate, designated bank account in Your name, which must be an ordinary business bank account, and not transfer any part of the Grant to other bank accounts except as necessary to carry out the Project;
	2. keep separate, accurate and up-to-date accounts and records of the receipt and expenditure of the Grant funds You receive, and ensure all invoices, receipts, accounting records and other documents relating to the use of the Grant are kept for a period of at least seven years after the last payments financed by this Grant;
	3. ensure that a record is kept of all special payments (including ex-gratia payments) as defined in Managing Public Money and losses of cash or equipment and that these are suitably recorded in the statement of accounts for each Financial Year;
	4. ensure that a record is kept of gifts and hospitality, funded by the Grant;
	5. introduce and maintain a sound system of internal controls, including formal procedures and processes for the identification and management of risk including safeguards against fraud, theft and waste, and ensure that the system is subject to independent review;
	6. comply with such other relevant guidance on the administrative practices relating to the expenditure of public funds as notified by Us;
	7. ensure that all officers, employees and other persons engaged or consulted in connection with this Agreement know that they must avoid conflicts of interest. You must establish formal procedures obliging all such persons to declare any actual or potential personal or financial interest in any matter concerning this Agreement, and to be excluded from any discussion or decision making relating to the matter concerned;
	8. ensure that any purchases of equipment, goods and services are based on value for money i.e. quality (or fitness for purpose) and delivery against price.

**Accounts**

1. You must keep proper books of accounts. You must open Your accounts  to inspection by the Comptroller and Auditor General if requested for the purposes of any examination, under section 6(1) of the National Audit Act 1983, of the economy, efficiency and effectiveness with which You have used Your resources.
2. We and persons authorised by Us, as well as the Comptroller and Auditor General, his staff at the National Audit Office and agents and advisers (the **“NAO**”) may examine such documents as We or they may reasonably require which are owned, held or otherwise within Your control and may require You to produce such oral or written explanations as We or the NAO may reasonably consider necessary. You must ensure that Your employees, agents and contractors produce such explanations.
3. You must show the Grant as restricted funds in Your accounts; the Grant must not be included in general funds.
4. You must identify separately the value and purpose of the Grant in Your audited (or where permitted under charity law, independently examined) accounts (or in the notes thereto) and in Your Annual Report, and must, at Our request, send Us a copy of such accounts and Annual Report for each Financial Year in which the Grant is paid.
5. Where the Grant funding allows for capital spend, You must keep a register of fixed assets acquired or improved with the Grant.
6. Where You are a company registered at Companies House and/or a registered charity, You must file Your annual return and accounts by the dates specified by Companies House and the Charity Commission respectively.
7. You must provide Us with copies of their annual return, accounts and charity annual return (as applicable) within five days of filing them at Companies House and/or the Charity Commission.

**Intellectual Property Rights**

1. For the avoidance of doubt, You will retain all Intellectual Property Rights that are:
	1. vested in or licensed to You prior to the Funding Period; or
	2. developed by You during the Funding Period but which do not fall within clause 46).
2. We will own the Intellectual Property Rights in all reports, materials, documents and other products produced in whole or in part using the Grant.
3. Any copyright or database rights in materials produced using the Grant will be made available to You for use in accordance with the Open Government Licence[[3]](#footnote-2).
4. Other than as expressly set out in this Grant Agreement, You do not have any right to use Our name, logos or trade marks on any of Your products or services without Our prior written consent.
5. We may freely share any information, know-how, systems or processes developed during the Funding Period to support similar projects.

**Disposal of assets, change of use and assignment**

1. We reserve the right to determine the outcome of any Assets created as a result of the Funded Activities or purchased with Grant monies.
	* 1. You must seek approval from Us if You or Your contractors wish to dispose of, transfer or change the use of any Asset that was acquired or improved with Grant monies and must not sell any Asset below market value without prior written permission from Us.
		2. Any proceeds will be surrendered to Us in full, unless otherwise agreed by Us.
		3. You may not, without the prior written consent from Us, assign, transfer, sub-contract, or in any other way make over to any third party the benefit and/or the burden of this Agreement.

**Fraud**

1. If You have any grounds for suspecting Financial Irregularity in the use of any part of the Grant or in relation to the Project, You must notify Us immediately, and, where appropriate the police. You must explain to us what steps are being taken to investigate the suspicion, and keep Us informed about the progress of the investigation.

**Borrowing**

1. You must obtain prior written consent from Us before:
2. borrowing or lending money from any source;
3. charging or agreeing any security over any Asset; and/or
4. giving any guarantee, indemnities or letters of comfort,

that relates to the Project, or has any impact on Your ability to deliver the Project.

**Termination, Withholding and Repayment of Grant**

1. An Event of Default occurs if:
	1. You fail to comply with any term or condition of this Grant Agreement;
	2. You fail to complete the Project or have failed to make satisfactory progress with the Project or any part of it, in accordance with any agreed timetable;
	3. any information given or representations made by You to Us is found to be incorrect or incomplete to an extent which We reasonably consider to be material;
	4. You fail to take adequate measures to investigate and resolve any reported Financial Irregularity;
	5. You cease to operate and / or change the nature of Your operations to an extent which We reasonably consider to be material, including if You (or any substantial part of Your operations) merge with or are taken over by another organisation;
	6. before the end of the Funding Period You:
		1. are subject to a proposal for a voluntary arrangement or have a petition for an administration order or a winding up order brought against You;
		2. pass a resolution to wind up Your business;
		3. make any composition, arrangement, conveyance or assignment for the benefit of Your creditors, or purport to do the same; or
		4. are subject to the appointment of a receiver, administrator or liquidator; or
		5. are unable to pay Your debts as they fall due;
	7. You receive funding from any other source for the Eligible Expenditure which is funded by the Grant;
	8. You are involved in illegal activity in Your administration of the Project;
	9. You take any actions which in Our reasonable opinion are likely to bring Our name or reputation, or that of the wider government, into disrepute, or which pose a risk to public money; or
	10. You are otherwise in material breach of this Grant Agreement.
2. If an Event of Default occurs, We may, at Our discretion:
	1. suspend and withhold the payment of Grant for such period as We may determine;
	2. require You to repay all or any part of the Grant that has been paid to You (or such lesser amount as We may determine) by issuing a demand for repayment. Prior to issuing such a demand, We may (at Our sole discretion) give You an opportunity to rectify such breach or occurrence, delay or defer any further payments of Grant instalments to You until such time as the breach has been remedied; and/or
	3. terminate this Grant Agreement by serving written notice where the Event of Default is incapable of being remedied or is not remedied within such reasonable period as We may determine.
3. We may retain or set off any sums You owe to Us (whether because of repayment required under clause 53) or otherwise) against any sums due from Us to You under this Grant Agreement or any other agreement We have with You.
4. Without prejudice to clause 53), We may terminate this Grant Agreement by giving three months notice in writing.
5. Any termination of this Grant Agreement is without prejudice to any other rights or remedies of the Parties under this Grant Agreement or at law and will not affect any accrued rights or obligations of the Parties at the date of termination.
6. We also have the right to impose additional terms and conditions on the Grant if an Event of Default occurs or if We have reasonable grounds to believe that it is necessary to protect public money.

**EU law**

1. We may vary or suspend any or all payments of the Grant and/or require repayment of the Grant already paid, together with interest earned by You from the date of payment, if We are required to do so as a result of any obligation arising under European Union law (including any decision by the European Commission). The interest rate payable will be at least 100 basis points above the Reference Rate in force on the date of payment.

**Procurement**

1. You must comply with all applicable public procurement law in connection with the Project.
2. In particular, if You are a contracting authority as defined in the Public Contracts Regulations 2015, You must carry out any procurement in accordance with those Regulations.
3. If You are not a contracting authority as defined in those Regulations, You must carry out any procurement by way of fair and open practices. You must aim to secure value for money in all Your procurement decisions.

**Prompt Payment**

1. You must comply with the Government’s Prompt Payment Code and therefore endeavour to make all payments to contractors etc. from Grant money paid under this Grant Agreement by the agreed date or within 30 days if not date is specified, with the exception of any payments that are disputed by You. Details of the Prompt Payment Code can be found on the website [http://www.promptpaymentcode.org.uk](http://www.promptpaymentcode.org.uk/).

**Losses, Gifts and Ex Gratia Payments**

1. You must not, without Our approval make novel or contentious payments or gifts from the Grant. These include any payment which is likely to cause embarrassment to and/or repercussions for Us and/or the Government or may result in unusual or over generous conditions of service, such as excessive severance packages. If You are in any doubt about the regularity or propriety of any payment, You must consult Us for advice before making the payment and must not make the payment unless and until We approve it.

**Compliance with the law**

1. You must comply with all statutory requirements, law and regulations of the United Kingdom, including in particular relevant health and safety law, laws prohibiting any form of discrimination, and the Information Acts.
2. You will notify Us of any change to Your constitution, legal form, membership structure (if applicable) or ownership, and of any complaint or investigation by any regulatory body or the police into Your activities or those of its staff or officers or volunteers.

**Publicity**

1. We may acknowledge Your involvement in the Project and Your receipt of the Grant without prior notice to You.
2. You must not issue any publicity relating to the Grant except in a form to be agreed in advance by Us.

**Variation of the terms and conditions**

1. No amendment, waiver or variation of any of the terms and conditions of this Grant Agreement will be valid or effective unless made in writing and signed by or on behalf of the Parties.

**Assignment**

1. You must not assign or transfer this Grant Agreement or any of Your rights under it without Our prior written consent.

**Contract (Rights of Third Parties) Act 1999**

1. No person who is not a party to this Agreement will have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.

**Joint and several liability**

1. If You are not a company nor an incorporated entity with a distinct legal personality, the individuals who enter into and sign this Grant Agreement on Your behalf shall be jointly and severally liable for Your obligations and liabilities arising under this Grant Agreement.

**No partnership or agency**

1. This Grant Agreement shall not create any partnership or joint venture between You and Us, nor any relationship of principal and agent, nor authorise You to make or enter into any commitments for or on behalf of Us.

**Waiver**

1. No failure or delay by either Party to exercise any right or remedy under this Grant Agreement shall be construed as a waiver of any other right or remedy.

**Freedom of Information, Data Protection and Human Rights**

1. You must observe Your obligations under the Information Acts and the Human Rights Act 1998 and under the common law duty of confidentiality and shall comply with all applicable laws, regulations, best practice and codes of practice (and shall notify Us immediately of any significant departure from such legislation, regulations or codes).
2. You hereby acknowledge that We are subject to requirements under the Information Acts. Where requested by Us, You will provide reasonable assistance and cooperation to Us to assist Our compliance with Our information disclosure obligations.
3. At Our request, You will provide Us with all such relevant documents and information relating to Your data protection policies and procedures as We may reasonably require.
4. You acknowledge that We, acting in accordance with the codes of practice issued and revised from time to time under the Information Acts, may disclose information concerning You and this Agreement without consulting with You.
5. We will take reasonable steps to notify You of a request for information to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this Agreement) We will be responsible for determining in Our absolute discretion whether any information is exempt from disclosure in accordance with the Information Acts.
6. You agree that You are the data controller of any personal data processed by You pursuant to the Project, as those terms are defined in the Information Acts in force at the relevant time. You will comply fully with the Information Acts to the extent that they are applicable to You.
7. You agree that We may share details of the Grant and the name of Your organisation with the UK Government and that such details may appear on the Government Grants Information System database which is available for search by other funders.
8. Where the Project Description permits You to use the Grant for providing onward grants, You are to provide information to enable Us to record the onward grants on the Government Grants Information System. It is currently government practice that this information then be redacted for online publication along with other government grants information. Content and format of information provided to be determined by Us. We will not require information provided by You to Us on onward grants to include personal data as defined in the Information Acts.

**Notices**

1. All notices, invoices and other communications relating to the Grant Agreement must be in writing and in English and must be served by on the other Party:
	1. at the address indicated in the Grant Offer Letter for that Party; or
	2. at the email address shown at the head of the Grant Offer Letter for Us, and
	3. at the email address provided by You as requested in the Grant Offer Letter for You.
2. A Party may change its address or email address by giving notice in accordance with clause 75).
3. Notices will be deemed to be delivered:
	1. if delivered by hand, on receipt;
	2. if sent by pre-paid registered first class post (providing it is not returned as undelivered to the sender), two working days after posting;
	3. if sent by email, on the date of delivery, unless if it is sent on a day which is not a working day or after 3pm on a working day, in which case the email is deemed to have been received on the next working day.

**Governing Law and resolution of disputes**

1. You must at all times act with utmost good faith towards Us and must at all time co-operate fully with Us.
2. Both Parties must attempt in good faith to negotiate the settlement of any dispute arising out of or in connection with the Grant Agreement without delay.
3. The Grant Agreement is governed and construed in accordance with the law of England and the Parties hereby submit to the exclusive jurisdiction of the English Courts.

1. Both parties will use their best endeavours to uphold the principles and undertakings of The Compact.

**Whole agreement**

1. The Grant Agreement sets out the entire agreement between the Parties. It replaces all previous negotiations, agreements, understandings and representations between the Parties, whether oral or in writing, on the subject matter of the Grant Agreement.

**Liability**

1. Nothing in the Grant Agreement limits either Party’s liability for:
	1. personal injury or death which is caused by that Party’s negligence;
	2. fraud or fraudulent misrepresentation; or
	3. any other matter in respect of which liability cannot, by applicable law, be limited.
2. Subject to clause 83), We accept no liability for any consequences, whether direct or indirect, that may come about from You running the Project, the use of the Grant or from withdrawal of the Grant. We will not be liable to any third party with whom You have entered into any contract for the provision of goods and services to You for the Project, or to whom you have sub-granted or delegated in relation to the Project. You will ensure that any such contracts and agreements include a provision to the effect that the third party’s recourse is to You.

**Authorisations**

1. You make the following representations and warranties to and for Our benefit and acknowledge that We have made this Grant available in reliance on such representations and warranties:
	1. Your obligations under the Grant Agreement are legal, valid, binding and enforceable;
	2. all authorisations and consents necessary to enable You to enter into and perform its obligations under this Grant Agreement have been obtained; and
	3. The person or persons signing this Grant Agreement are duly authorised to sign on Your behalf.

# **ANNEX 2 - GENERAL DATA PROTECTION REQUIREMENTS - GUIDANCE FOR APPLICANTS**

The following is to explain your rights and give you the information you are be entitled to under the Data Protection Act 2018. Note that this section only refers to your personal data (your name, address and anything that could be used to identify you personally) not the content of your Application

1. The identity of the data controller and contact details of our Data Protection Officer The Department for Digital, Culture, Media and Sport (DCMS) is the data controller. The Data Protection Officer can be contacted at: dcmsdataprotection@culture.gov.uk.
2. **Why we are collecting your personal data**

Your personal data is being collected as an essential part of the grant application process, so that we can contact you to clarify any points related to the UK Cyber Security Council grant competition Application Form. We may also use it to contact you about related matters regarding your Application.

1. **Our legal basis for processing your personal data**

The Data Protection Act 2018 states that, as a government department, DCMS may process personal data as necessary for the effective performance of a task carried out in the public interest i.e an application for grant funding.

1. **With whom we will be sharing your personal data**We will share the personal data obtained through this application within DCMS and any appointed Grant Management company. This application may also be shared with the Governments of England, Wales, Scotland and Northern Ireland, as relevant.
2. **For how long we will keep your personal data, or criteria used to determine the retention period.**
3. Your personal data will be retained for seven years after which it will be destroyed by DCMS.
4. **Your rights, e.g. access, rectification, erasure**
5. **The data we are collecting is your personal data, and you have considerable say over what happens to it. You have the right:**
6. to see what data we have about you
7. to ask us to stop using your data, but keep it on record
8. to have all or some of your data deleted or corrected
9. to lodge a complaint with the independent Information Commissioner (ICO) if you think we 25 are not handling your data fairly or in accordance with the law. You can contact the ICO at https://ico.org.uk/, or telephone 0303 123 1113.

Note that once a grant is made, all financial records are kept for seven years (this may include some personal data) after which time they will be destroyed by DCMS.

1. **Your personal data will not be sent overseas**
2. **Your personal data will be stored in a secure government IT system.**By proceeding to complete and submit the UK Cyber Security Council Grant funding Application Form, you consent that we may process the personal data (including sensitive personal data) that we collect from you, and use the information you provide to us, in accordance with our Privacy Policy.

#

# **ANNEX 3 - ANTICIPATED CASH FLOW PROFILE FOR UK CYBER SECURITY COUNCIL 2019/2020 AND 2020/2021**

This document should be used for forecasting the predicted drawdown of the grant. This information is important in enabling DCMS to manage its cash requirement as set out in the DCMS Standard terms and conditions of Grants.

* You must provide an anticipated spend on the initiative (the “Cash Flow Profile”) at least one month before the first claim is submitted to us in each financial year for the grant. We may request and you must provide such additional information as we may reasonably require in addition to the Cash Flow Profile.

|  |  |
| --- | --- |
| **Drawdown** | **Drawdown** *monthly\** |
| **Date\*** | **£** |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
| **Total Drawdown** |  |

# **ANNEX 4 - CONSORTIUM PARTNER ORGANISATION DETAILS - IF APPLICABLE**

Enter details of all consortium partner organisations. Repeat table below on additional pages if required.

|  |  |
| --- | --- |
| **1.1 Organisation name** |  |
| **1.2 Organisation website** |  |
| **1.3 Registered address**  |  |
| **1.4 Postcode** |  |
| **1.5 Country** |  |
| **1.6 Registration number** |  |
| **1.7 VAT number (if applicable)** |  |
| **1.8 Primary contact name** |  |
| **1.9 Primary contact job title** |  |
| **1.10 Primary contact email** |  |
| **1.11 Primary contact phone number(s)** |  |
| **1.12 Number of full time equivalent (FTE) staff employed by the organisation**  |  |
| **1.13 Organisation’s main activity** |  | Professional body and organisation |
|
|  | Consultancy/Audit/Advisory organisation |
|  | Registered charity  |
|  | Social enterprise  |
|  | Further education institution  |
|  | Higher education institution  |
|  | Other (please specify)  |

1. https://www.gov.uk/government/consultations/developing-the-uk-cyber-security-profession [↑](#footnote-ref-0)
2. https://www.gov.uk/government/consultations/developing-the-uk-cyber-security-profession [↑](#footnote-ref-1)
3. See <http://www.nationalarchives.gov.uk/doc/open-government-licence/version/3/>. [↑](#footnote-ref-2)