



# Cyber Skills Immediate Impact Fund (CSIIF)

## Guidance for Applicants

### OVERVIEW

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The National Cyber Security Strategy, published in 2016, sets out the government's ambition to ensure the sustained supply of the best possible home-grown cyber security talent, whilst funding specific interventions in the short term to help meet known skills gaps. As part of this, the Cyber Skills Immediate Impact Fund (CSIIF) is designed to boost the number and diversity of those working in the UK's booming cyber security industry, through helping a range of organisations to develop effective and sustainable initiatives that identify, train and place untapped talent from a range of backgrounds into cyber security roles quickly. In doing so, we are aiming to boost the employment and training skills development ecosystem to help individuals transition into a career in cyber security and encourage more individuals from underrepresented demographics into cyber security.

The full eligibility and assessment framework is set out below but the Fund is open to organisations, such as training providers and charities, who can demonstrate their initiatives are not designed to fill internal vacancies, but rather service a range of employers. The Fund is not open to individuals seeking funding for their own study or upskilling.

### ELIGIBILITY AND CRITERIA

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**The detailed guidance on the assessment process below sets out full eligibility and assessment criteria. Proposals must meet both of the following core criteria:**

1.	Provide clear evidence that initiatives are likely to <b>identify, train and place</b> candidates who have not been previously employed as cyber security professionals into cyber security employment that reflects the training and knowledge acquired through the initiative, within 12 months of initial funding.
2.	Demonstrate a realistic prospect of becoming <b>self sustainable</b> within 12 months of initial funding. As and when government funding ceases, confidence would be needed to assure DCMS that the removal of funding from this initiative would not affect the continued viability of the applicant organisation.

Please note that the Fund is also focused on helping address the underrepresentation of women in the cyber security profession. Therefore, the assessment process will give additional weighting to initiatives that demonstrate a detailed plan for, and a commitment to, placing women (making up at least 50% of initiative cohort) into cyber security roles. For example, this could include initiatives that help female returners to work who have been out of the labour market due to caring responsibilities.

**The value of the award ranges by pot type as follows:**

Pot	Funding available (£)
1 - Large and/or scaled up initiatives	250,000 - 500,000
<p>When bidding into this pot, organisations must demonstrate that their initiative:</p> <ul style="list-style-type: none"> <li>● Is based on sound evidence, which may include a successfully run pilot, a proof of principle and/or the refocusing of an existing training provision</li> <li>● Will look to get over 50 candidates into cyber security roles within 12 months</li> <li>● Has already engaged with more than three employers who have expressed interest in taking on candidates who successfully complete their initiative</li> <li>● Presents a clear requirement for government funding to upscale and/or refocus</li> </ul>	
2 - New, creative and/or innovative initiatives	20,000 - 50,000
<p>When bidding into this pot, organisations must demonstrate that their initiative:</p> <ul style="list-style-type: none"> <li>● Will look to get up to 50 candidates into cyber security roles within 12 months</li> <li>● Has already engaged, or a demonstrable intention to, with more than three employers who have expressed interest in taking on candidates who successfully complete their initiative</li> <li>● Presents a clear requirement for government funding to pilot a project or help demonstrate proof-of-principle</li> </ul>	
3 - West Midlands based initiatives	75,000
<p>When bidding into this pot, organisations must demonstrate that their initiative:</p> <ul style="list-style-type: none"> <li>● Will get a minimum of 30 candidates into penetration testing cyber security roles within 12 months</li> <li>● Will identify, train and place candidates who are living, or show a demonstrable intention of moving to the West Midlands Combined Authority area</li> <li>● Has already engaged with more than three employers who have expressed interest in taking on candidates who successfully complete their initiative</li> </ul>	

# **Section 1. Organisation Details**

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## **Who can apply?**

Eligible lead applicants:

- Training providers (both in cyber security and non-cyber security)
- Professional bodies and organisations offering cyber security qualifications/certifications
- Registered charities
- Social enterprises
- Further education institutions
- Higher education institutions
- Consortia led by any of the above

## **Can you apply if you're not an eligible lead organisation?**

Examples of organisations that are not eligible to apply individually, but that would be eligible to apply as part of a consortium made up with at least one eligible lead applicant:

- Recruitment agencies
- Sole traders

## **What are examples of non-eligible applicants?**

- Individuals
- Employers (including banks and insurance companies) seeking to enhance their own organisation's skills or filling internal vacancies
- Government departments or other public bodies
- Organisations excluded under s.8 of the Industrial Development Act 1982

## **Can you apply as part of a consortium?**

Yes. We will accept applications on behalf of consortia provided that the application itself is submitted by one eligible lead organisation. Please note that DCMS is unable to award a grant to multiple organisations. As such, the lead applicant would be responsible for distributing funding and managing working relations with other partners.

The lead applicant is the responsible body who will countersign the CSIIF Application Form and make sure that the terms and conditions of the grant offer are upheld by all parties involved. It is expected that partnership agreements are already in place, or that the lead applicant has correspondence from authorised representatives at each partner organisation that confirms involvement in the project and acknowledges submission of the lead applicant's application.

## **Can applicants apply more than once?**

Yes. Applicant organisations can make a maximum of three applications. Applications as part of a consortium bid, either as a lead or non lead, will count as one of your allocated amount. You must submit a separate standalone application for each initiative.

Applicant organisations can make applications to different funding pots that are applicable to their initiative, but the same application cannot be made to two or more different pots.

## **What will happen if the application has been made to the incorrect pot?**

DCMS reserve the right to reject applications based on whether they meet the requirements of the pot that they have been marked for.

## **Section 2. Initiative Description**

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### **What do you mean by cyber security employment?**

We would expect initiatives to be able to show they are identifying, training and placing individuals into the cyber security profession, by ensuring they are job ready for a role in one of the areas outlined in the [Cyber Security Body of Knowledge](#) as is being developed by the NCSC in collaboration with industry and academic organisations.

The CSIF Application Form allows applicants to set out which knowledge areas they consider applicable to their initiatives. If the CyBOK is not applicable, the applicant will have the opportunity to illustrate their understanding of the cyber security profession and how the training is relevant to cyber security roles in section 3.7 of the application form.

### **What do you mean by sustainability?**

Applicants must also demonstrate that:

- Funding requested **does not exceed 50%** of the lead applicant organisation's annual collective income
- Funding requested is **a maximum of 50%** of total initiative cost

The intent behind this is to ensure that industry is centrally involved and contributing to the sustainability and development of the initiative, while government seed-funding is used to get the project off the ground.

### **What is the geographical reach of the Fund?**

All initiatives are to be carried out in England. As part of the West Midlands Combined Authority (WMCA) Skills Agreement announced in July 2018, a portion of the Fund is focused on initiatives that take place in this geographical area. For this part of the Fund, initiatives must take place and ensure primary benefits are achieved within the WMCA.

All initiatives must be focused on the training of individuals who are ordinarily resident in the UK other than for the principal purpose of education or training and should be able to show a demonstrable intention for trainees to remain and work in cyber security in the UK. This aligns to the National Cyber Security Strategy outcome to develop a home-grown supply of cyber security talent.

### **What constitutes an immediate impact?**

The applicant should demonstrate a strong likelihood that the initiative can identify, train and place adults, who have not previously been employed as cyber security professionals, in a cyber security role within 12 months of initial award of funding.

In the CSIF Application Form, we expect applicants to illustrate how they will set up and identify (approximately three months), train (approximately six months) and place (approximately three months) talent into cyber security roles within the required timeframe.

### **What is meant by additionality?**

The applicant will be expected to demonstrate how the grant received through CSIF will allow implementation of the initiative and deliver value that it would otherwise not be able to.

## **Section 3. Implementation, Delivery & Impact**

**What are the monitoring and evaluation requirements that DCMS expect of sponsored CSIF initiatives?**

- **Performance, risk and financial reporting:** Sponsored organisations are to report their agreed performance indicators and metrics that will vary based on the initiative. Further to this, risk and financial management information will need to be supplied to the DCMS quarterly on an agreed template.
- **Audit:** All initiatives sponsored by CSIF may be subject to a random audit at any given point, and all records of spend against received Funds may be requested.
- **Lesson learnt:** A lessons learnt document at the end of the project will be required to be completed by the sponsored initiative, in collaboration with the DCMS policy teams with the intention of informing wider government's approach to policy best practice on identifying, training and placing candidates that could potentially contribute to a wider best practice document for industry.
- **Evaluation:** At the end of the project lifecycle, the sponsored initiative would be required to participate in a DCMS evaluation of the expanded Fund and provide requested information, so long as it is in line with GDPR and Data Protection Act 2018 requirements. Evaluations will likely be conducted by an independent third party and will look to understand outputs, measure outcomes, impacts and benefits on candidates participating in projects, as well as conducting a value for money assessment.

## **Section 4. Initiative Finances**

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### **What can funding awarded through the Fund be spent on?**

Full eligible spend is set out in the DCMS Standard terms and conditions of Grants (Annex 1) but indicative eligible spend items are listed below:

- Yes – training costs, project staff costs, equipment, stationery, utilities, running costs, job fairs, marketing campaigns
- No – capital spend constituting over 10% of overall funding applied for

### **Is VAT included in the grant allocations?**

If the claimant is claiming for goods and services which incur VAT that is recoverable by them, this cannot be passed to DCMS as part of the eligible expenditure. If the VAT is not recoverable by the claimant, then it can be part of the eligible expenditure outlined as part of the bid.

### **What is the definition of a capital spend?**

The definition of capital spend covers physical infrastructure (e.g. buildings and office space) as well as office equipment such as tables, laptops and printers. If you feel there is a compelling requirement to go beyond 10 per cent, please set that out in your application form and we will consider as part of the overall consideration of the project finances.

### **Can the requirement to obtain cyber essentials certification be part of the project cost?**

No, cyber essentials cannot be part of project cost, as it is a DCMS requirement for suppliers to have.

### **Can total staffing costs be included, e.g. not just salary, but also entire net income costs, pension costs and staffing overhead costs?**

The reasons for requesting staff cost funding will need to be clearly articulated in the CSIF Application Form and consistent with the project meeting the core CSIF criteria.

### **How can the percentage of non-DCMS funding be made up?**

We have not been prescriptive as to where the non-DCMS funding comes from, but the remaining 50% cannot be made up entirely of funding received from another government grant. This is due to the Fund's intent to ensure that industry is centrally involved and contributing to the sustainability and development of the initiative. However, as per the outlined assessment process, we will look at the overall project finance and assess confidence in the sustainability and financial management component of the initiative.

# **APPLICATION AND ASSESSMENT PROCESS**

## **Who is running the Fund?**

The Department of Digital, Culture, Media, and Sport (DCMS) will run and manage the Fund application and approvals process. We may engage a third party organisation to carry out the administrative, reporting and/or evaluation aspects of initiatives which are successful in their application for funding.

## **When and how do I apply?**

Applications will be open from 13:00 on Monday 8th October until 09:00 on Monday 5th November 2018. If you would like to apply, please fill in the accompanying CSiIF Application Form and email this alongside supporting documents to [csiif@culture.gov.uk](mailto:csiif@culture.gov.uk) once completed. For any Fund process questions please note that this inbox will be monitored between 09.00 and 13.00 between Monday and Friday during this period. For any Fund process enquiries, we may publish a list of FAQs on Monday, 15 October 2018, if required.

## **How many applications will be funded?**

We expect to fund a minimum of six and a maximum of 11 initiatives.

## **What is the application process?**

The application process consists of five steps: application, pre-assessment/initial due diligence, main assessment, approval/remaining due diligence and an award for applicants who have been successful against the assessment framework and met the CSiIF objectives.

## **How will applications be assessed at pre-assessment phase?**

Prior to applications being substantively assessed, we will consider them against a number of gateway questions to ensure they meet basic application requirements. Any applications that do not meet any of these requirements will not be progressed on to the next stage of consideration. Gateway questions will look to establish:

- Application eligibility
- Initiative meets core funding criteria
- Immediate impact of initiative (i.e. impact within 12 months of initial award of funding)
- Amount of funding sought does not exceed 50% of the lead applicant organisation's annual collective income and is a maximum of 50% of the total initiative cost
- Activities to achieve initiative output are clearly set out
- CSiIF Application Form has been completed correctly in a clear and concise manner and word limits not exceeded

## **What happens if an excess of bids are received?**

In the event that we receive a high volume of applications, we reserve the right to assess applications only on their breakdown of the identify, train and place aspects of their bid, in line with criteria 1, as set out in section 2.3 of the CSiIF Application Form. Those applications which receive 'minimal confidence' or less will be automatically excluded.

In addition, if there is an excess of pot 1 applications, we reserve the right to prioritise the initiatives that will deliver the highest number of candidates into cyber security roles.

## **How will the application be assessed at the main assessment phase?**

Applications that successfully meet all the prerequisites of the pre-assessment phase will be assessed in more detail and assigned an overall score based on a 0-100% weighted scoring mechanism as outlined below:

Section #	Details	Criteria	Weighting
1	Organisation Details	Due diligence	N/A
2	Initiative Description	Fit with policy - core criteria, additionality, diversity and inclusion	45%
3	Initiative Implementation, Delivery & Impact	Credible approach to delivery and confidence on impacts, scale and reach	40%
4	Initiative Finances	Financial management	15%

We will assess and score each individual question based on a scale of 'no confidence' to 'full confidence'. Please note that applications that score 'no confidence' at any stage of assessment will be unsuccessful in their bid.

As part of the assessment process, we may ask you to clarify any point in the CSIF Application Form. Please ensure that you provide a day to day contact for your mentioned primary contacts and that they are available for clarification questions within a two day period.

#### **How will you decide who gets funding?**

We will produce a shortlist for funding based on assessment phase scoring and then allocate funds to projects that create a balanced portfolio mix of initiatives overall. We want to ensure that the funded initiatives represent a complementary blend which, collectively, deliver the intent of the policy.

Initiatives that are successfully shortlisted for review at the DCMS approvals board will then be invited to present their initiative and answer any questions the board may have.

#### **Can I submit supporting evidence?**

We acknowledge that the nature of funding means proposals may benefit from additional evidence, such as videos or other online content. However, to ensure the assessment process remains efficient, we will only consider supporting evidence for applications which pass the pre-assessment questions. Furthermore, the totality of your supporting evidence should be limited to content which can reasonably be fully considered by an assessor in 15 minutes. Please explicitly refer to this supporting evidence in each section of the CSIF Application Form where you consider it supports your written answer.

#### **What happens if an application is approved for funding?**

Successful applicants will be initially informed of the success of their bid. From this point, DCMS will work with the organisation(s) to:

- Carry out any further due diligence (if applicable)
- Sign and return the Grant Agreement letter when DCMS Standard terms and conditions of Grants will be binding
- Develop a communications plan to announce initiatives that have been successful in funding application

DCMS is committed to ensuring that all funded initiatives are appropriately monitored and evaluated so that lessons learnt and good practice can be shared and improvements made. Applicants are expected to explain how outputs attributable to CSIF funding will be monitored and how they plan on sharing this information back to DCMS.



**When will candidates be informed of their application assessment outcome?**

We expect to inform all successful applicants on whether or not they have been successful in their application by late November 2018. Although exact timing will vary on a case-by-case basis, we expect individual grant agreements will be finalised with successful applicants by mid December 2018.

Initiatives may start accruing activities at risk from the date they are formally notified in writing by DCMS that the application has been successful. Applicants will not receive payment if any further due diligence checks fail. Expenditure incurred prior to this formal notification date cannot be claimed.

**How will funding be released throughout the duration of the project?**

Funding will be made subject to the initiative evidencing that they have met agreed milestones relating to the identify, train and place aspects of their project. Payment may be withheld if agreed milestones are not met.

**How can applicants draw down their funding?**

All applicants will be expected to clearly set out a proposal for how much funding will be drawn down in each financial quarter and therefore in each financial year in their Cash Flow Profile (Annex 3). You will need to support this with a detailed budget breakdown. If drawdown spans two financial years, two separate drawdown requests need to be made (please note the DCMS financial year runs 01 April to 31 March).

If your application is successful, your formal Grant Agreement letter will set out the total amount of grant we will pay in each financial year. Payments will be as agreed and it is DCMS practice to complete payments in arrears. However, given the nature of the Fund, if you believe there is a clear and compelling reason to be paid at the point of need, there is opportunity in the CSIF Application Form to set this out. Your request will be considered as part of the assessment process and will not, in itself, disadvantage your application.

If your application and point of need request are approved, you will be expected to provide quarterly reconciliation details for the duration of your project detailing any underspend against funds received. You will be required to reconcile any underspend before further funding is released. You will also be required to complete a formal DCMS Financial Reconciliation Statement form at the end of each financial year.

For payment in arrears, you will need to provide a breakdown of actual, eligible expenditure in order to make a claim. We will only pay out the amount you can evidence as spent. Variations between proposed drawdown amounts and actual drawdown requests across quarters of the same financial year will only be accepted with adequate explanation and justification.

## **OTHER GUIDANCE**

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### **EU State Aid requirements**

Please note that DCMS will issue these grants under the relevant conditions for the General Block Exemption Regulation (GBER) in line with State Aid rules. Please ensure application sponsors are available to supply further information as required, within a short turnaround time.

### **Cyber Essentials**

All organisations who receive CSIF funding are required to have, or in the process of obtaining, the Cyber Essentials certification.

## **Annexes**

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Please see the list of annexes supporting your application.

- Annex 1 – DCMS Standard terms and conditions of Grants (Guidance for Applicants)
- Annex 2 – General Data Protection Requirements GDPR (Guidance for Applicants)
- Annex 3 – Cash Flow Profile (CSIIIF Application Form)
- Annex 4 – Payment Request Form (CSIIIF Application Form)
- Annex 5 – Consortium Partner Organisation Details (CSIIIF Application Form)

## Annex 1

### DCMS Standard terms and conditions of Grants Cyber Skills Immediate Impact Fund (CSiIF) 2018/19

#### Definitions

1) In these terms and conditions:

- a) **Accountable Officer** is the person You appoint in accordance with clause 22);
- b) **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;
- c) **Asset** means any asset that is to be purchased or developed using Grant funds, including equipment or fixed assets;
- d) **Cash Flow Profile** is defined in clause 17);
- e) **Claim** is defined in clause 12;
- f) **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);
- g) **Eligible Expenditure** are the costs specified in the Agreement;
- h) **Event of Default** is defined in clause 53);
- i) **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;
- j) **Financial Year** means the period running from the 1st April in the first year to 31st March in the second year;
- k) **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;
- l) **Grant** means the grant payable by Us to You as set out in the Grant Offer Letter under the terms of the Grant Agreement;
- m) **Grant Offer Letter** means the letter from Us to You offering You a Grant for the Project;
- n) **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;
- o) **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;
- p) **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;
- q) **Payment Request Form** is the form specified in the Grant Offer Letter;
- r) **Parties** means You and Us, and each a **Party**;
- s) **Project** means the project described in the Agreement;
- t) **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;
- u) **Revised Cash Flow Profile** is defined in clause 18);
- v) **Tranche** means the tranches of Grant specified in the Grant Offer Letter;

- w) **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
- x) **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:

- a) references to numbered clauses are references to the relevant clause in these terms and conditions;
- b) 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;
- c) the headings to the clauses of these terms and conditions are for information only and do not affect the interpretation of the Agreement;
- d) 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
- e) the word 'including' shall be understood as meaning 'including without limitation'.

### **Provision of Grant**

3) 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.

4) 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.

5) 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.

6) 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).

7) 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**

8) 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.

9) Eligible Expenditure is limited, in all cases, to costs which:

- a) are incurred between the date You sign the Grant Offer Letter and the end of the Financial Year for the last Tranche payable

- b) are net of VAT recoverable by You from HM Revenue and Customs; and
- c) are gross of unrecoverable VAT.

9) 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**

10) 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.

11) The Grant will not be paid in advance of need.

12) 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 (Annex 4).

13) 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.

14) 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.

15) We do not commit to renew or continue financial support to You after the Funding Period has ended.

16) 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**

17) 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.

18) 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.

19) If an overspend has occurred, We may delay or defer payment of any excess spending above the Cash Flow Profile.

20) 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.

21) 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**

22) 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.

23) In particular the Accountable Officer must :

- a) 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;
- b) safeguard, control and ensure the efficient, economical and effective management of the Grant;
- c) 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;
- d) 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;
- e) ensure that conflicts are avoided, or, where they do arise, immediately inform Our Accounting Officer of the situation before proceeding further; and
- f) 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);
- g) You must notify Us in advance of any change of appointment of Accountable Officer.

24) 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.

25) 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**

26) The Grant is offered on condition that You:

- a) 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;

- b) 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;
- c) 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;
- d) permit Our representatives to observe Your management / trustee / steering group meetings whenever these meetings are to discuss the Project; and
- e) 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.

27) 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.

28) 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.

29) 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.

30) You must permit (and comply with) any surveys of management controls and systems, including internal audit reviews, as may be required by Us.

31) You must present the Cash Flow Profile (Annex 3) and the Eligible Expenditure form 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.

32) Your Chief Executive (or equivalent) should ensure that the systems governing the Grant funding are subject to independent review.

33) 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**

34) 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.



35) Each annual review may result in Our making a recommendation that:

- a) the Project and Grant Agreement continue in line with existing plans;
- b) there should be an increase or decrease in Grant funding for the subsequent Financial Year;
- c) the agreed outputs should be re-defined and agreed;
- d) We should recover surplus funding;
- e) the Grant Agreement should be terminated.

36) 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**

37) You must maintain to Our satisfaction an appropriate system of financial management and control, and in particular You must :

- a) 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;
- b) 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;
- c) 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;
- d) ensure that a record is kept of gifts and hospitality, funded by the Grant;
- e) 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;
- f) comply with such other relevant guidance on the administrative practices relating to the expenditure of public funds as notified by Us;
- g) 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;
- h) 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**

38) 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.

39) 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.

40) You must show the Grant as restricted funds in Your accounts; the Grant must not be included in general funds.

41) 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.

42) Where the Grant funding allows for capital spend, You must keep a register of fixed assets acquired or improved with the Grant.

43) 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.

44) 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**

45) For the avoidance of doubt, You will retain all Intellectual Property Rights that are:  
a) vested in or licensed to You prior to the Funding Period; or  
b) developed by You during the Funding Period but which do not fall within clause 46).

46) We will own the Intellectual Property Rights in all reports, materials, documents and other products produced in whole or in part using the Grant.

47) 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[1].

48) 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.

49) 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**

50) We reserve the right to determine the outcome of any Assets created as a result of the Funded Activities or purchased with Grant monies.

- a) 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.
- b) Any proceeds will be surrendered to Us in full, unless otherwise agreed by Us.
- c) 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**

51) 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**

- 52) You must obtain prior written consent from Us before:
- a) borrowing or lending money from any source;
  - b) charging or agreeing any security over any Asset; and/or
  - c) 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**

- 53) An Event of Default occurs if:
- a) You fail to comply with any term or condition of this Grant Agreement;
  - b) 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;
  - c) 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;
  - d) You fail to take adequate measures to investigate and resolve any reported Financial Irregularity;
  - e) 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;
  - f) before the end of the Funding Period You:
    - i) 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;
    - ii) pass a resolution to wind up Your business;
    - iii) make any composition, arrangement, conveyance or assignment for the benefit of Your creditors, or purport to do the same; or
    - iv) are subject to the appointment of a receiver, administrator or liquidator; or
    - v) are unable to pay Your debts as they fall due;
  - g) You receive funding from any other source for the Eligible Expenditure which is funded by the Grant;
  - h) You are involved in illegal activity in Your administration of the Project;

- i) 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
- j) You are otherwise in material breach of this Grant Agreement.

54) If an Event of Default occurs, We may, at Our discretion:

- a) suspend and withhold the payment of Grant for such period as We may determine;
- b) 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
- c) 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.

55) 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.

56) Without prejudice to clause 53), We may terminate this Grant Agreement by giving three months notice in writing.

57) 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.

58) 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**

59) 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**

60) You must comply with all applicable public procurement law in connection with the Project.

61) 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.

62) 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**

63) 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>.

## **Losses, Gifts and Ex Gratia Payments**

64) 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**

65) 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.

66) 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**

67) We may acknowledge Your involvement in the Project and Your receipt of the Grant without prior notice to You.

68) 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**

69) 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**

70) 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**

71) 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**

72) 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**

73) 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**

74) 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**

75) 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).

76) 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.

77) 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.

78) 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.

79) 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.

80) 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.

81) 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.

82) 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**

83) All notices, invoices and other communications relating to the Grant Agreement must be in writing and in English and must be served on the other Party:

- a) at the address indicated in the Grant Offer Letter for that Party; or
- b) at the email address shown at the head of the Grant Offer Letter for Us, and
- c) at the email address provided by You as requested in the Grant Offer Letter for You.

84) A Party may change its address or email address by giving notice in accordance with clause 83).

85) Notices will be deemed to be delivered:

- a) if delivered by hand, on receipt;
- b) if sent by pre-paid registered first class post (providing it is not returned as undelivered to the sender), two working days after posting;
- c) 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**

86) You must at all times act with utmost good faith towards Us and must at all time co-operate fully with Us.

87) 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.

88) 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.

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

### **Whole agreement**

90) 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**

91) Nothing in the Grant Agreement limits either Party's liability for:

- a) personal injury or death which is caused by that Party's negligence;
- b) fraud or fraudulent misrepresentation; or
- c) any other matter in respect of which liability cannot, by applicable law, be limited.

92) Subject to clause 91), 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**

93) 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:

- a) Your obligations under the Grant Agreement are legal, valid, binding and enforceable;
  - b) all authorisations and consents necessary to enable You to enter into and perform its obligations under this Grant Agreement have been obtained; and
  - c) The person or persons signing this Grant Agreement are duly authorised to sign on Your behalf.
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## **Annex 2**

### **General Data Protection Requirements (GDPR) Cyber Skills Immediate Impact Fund (CSIIF) 2018/19**



Department for  
Digital, Culture,  
Media & Sport

The following is to explain your rights and give you the information you are 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 to the CSIIF.

#### **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](mailto:dcmsdataprotection@culture.gov.uk).

#### **2. Why we are collecting your personal data**

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

#### **3. 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 to the CSIIF.

#### **4. With whom we will be sharing your personal data**

We will share the personal data obtained through this CSIIF 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.

#### **5. For how long we will keep your personal data, or criteria used to determine the retention period.**

Your personal data will be retained for seven years after which it will be destroyed by DCMS.

#### **6. Your rights, e.g. access, rectification, erasure**

The data we are collecting is your personal data, and you have considerable say over what happens to it. You have the right:

- a. to see what data we have about you
- b. to ask us to stop using your data, but keep it on record
- c. to have all or some of your data deleted or corrected
- d. to lodge a complaint with the independent Information Commissioner (ICO) if you think we

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.

**7. Your personal data will not be sent overseas**

**8. Your personal data will be stored in a secure government IT system.**

By proceeding to complete and submit the CSIF 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](#).